



# Condominium Association



## **Rules & Policy Packet**

**February 2024**

## Table of Contents

|                                                                 |           |
|-----------------------------------------------------------------|-----------|
| <b>I. INTRODUCTION.....</b>                                     | <b>3</b>  |
| <b>II. EXHIBIT "E" .....</b>                                    | <b>4</b>  |
| Initial Rules.....                                              | 4         |
| <b>III. ADDITIONAL RULES &amp; POLICIES .....</b>               | <b>7</b>  |
| <b>Overall Complex - Rules &amp; Policies.....</b>              | <b>7</b>  |
| Assessment - Collection Policy .....                            | 7         |
| Homeowner / Tenant Registration Policy .....                    | 8         |
| Pet Policy .....                                                | 9         |
| Realtor Signage, Lock Boxes & Storage Pods.....                 | 11        |
| Lockbox Policy.....                                             | 11        |
| POD Storage Container Policy.....                               | 11        |
| Real Estate Open House Policy.....                              | 12        |
| (Use of Guard House as Information Point) .....                 | 12        |
| Parking and Vehicle Rules .....                                 | 13        |
| Clubhouse Facilities.....                                       | 14        |
| Social Room Rental Policy .....                                 | 14        |
| Park Shore Fitness Room .....                                   | 15        |
| Storm Door Policy.....                                          | 16        |
| Satellite Dish Installation.....                                | 17        |
| Bulletin Board / Website Advertisement Policy .....             | 19        |
| Miscellaneous.....                                              | 25        |
| Dryer Vent Installation & Maintenance .....                     | 25        |
| Barbecue Grill Use .....                                        | 25        |
| Fire Sprinklers .....                                           | 26        |
| Reporting Fires & Fire Alarms .....                             | 26        |
| Balcony Policy .....                                            | 27        |
| Smoking Policy .....                                            | 27        |
| Birdfeeders.....                                                | 27        |
| Holiday and Outdoor Decorations .....                           | 27        |
| <b>IV. TOWNHOME SPECIFIC RULES.....</b>                         | <b>28</b> |
| Trash Removal.....                                              | 28        |
| <b>V. MIDRISE SPECIFIC RULES .....</b>                          | <b>29</b> |
| Moving / Furniture Delivery .....                               | 29        |
| <b>VI. USE OF SHARED LIMITED COMMON ELEMENTS .....</b>          | <b>30</b> |
| Entryways .....                                                 | 30        |
| Midrise Garages - Parking Spaces & Storage Lockers.....         | 31        |
| Midrise Trash Disposal.....                                     | 31        |
| Midrise Security .....                                          | 31        |
| Limited Kayak Storage .....                                     | 32        |
| <b>VII. FINE SCHEDULE AND MAINTENANCE RESPOSIBILITIES .....</b> | <b>33</b> |
| Park Shore General Fine Schedule & Policy .....                 | 33        |
| Park Shore Association Maintenance Responsibility Chart.....    | 34        |
| <b>VIII. FORMS .....</b>                                        | <b>36</b> |

# I. INTRODUCTION

Welcome to the Park Shore Condominium Association!

Located directly on beautiful Lake Michigan, Park Shore is the jewel of Milwaukee County's South Shore. We invite you to learn more about our community and work with us to maintain the excellent and luxurious ambiance we all enjoy.

Living in a condominium has noteworthy differences from that of a single-family residence. Living in a condominium community necessitates reviewing and abiding by the Rules of the Park Shore Condo Association. We ask you to thoroughly review our Rules and Policy packet information.

All unit owners and tenants must register with our Property Management Company so that you may familiarize yourself, be informed of upcoming events and important management and maintenance announcements. (Tenants must be registered by the responsible unit owner).

In addition...

- ✓ All unit owners and tenants are invited to join our community by registering with our Property Management company Ogden & Company ([www.ogdenre.com](http://www.ogdenre.com) · 414.276.5285) so that you may stay informed of upcoming events and important management and maintenance announcements.
- ✓ The website is also a great resource for unit owners and tenants. (Tenants must be registered by responsible unit owner). Check the Documents tab for Association Rules & Policy updates, meeting minutes, and valuable maintenance tips from your Park Shore neighbors.
- ✓ The community Events Calendar is located on the website to check availability of the community clubhouse when planning your party.
- ✓ Bulletins are sent out via email and available on the portal to residences. You must be registered to receive up-to-date announcements regarding maintenance or other Association concerns.

## II. EXHIBIT "E"

(Excerpt from the Declaration of Park Shore)

### Initial Rules

Unless expressly authorized by, and then subject to such conditions as may be imposed by the Board, the following activities are prohibited within the Condominium:

(a) Regular parking of more than two vehicles on the Condominium property by the owners and occupants of any one Unit; parking of vehicles other than in designated parking spaces; or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles, vehicles with expired license plates or inoperable vehicles in places other than enclosed garages or other locations which the Board may designate; however, construction, service and delivery vehicles shall be exempt from this provision during normal business hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Elements. For purposes of this section, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains on the Condominium for 21 consecutive days or longer without the prior written permission of the Board of Directors.

(b) Raising, breeding, or keeping animals. A maximum total of **two** pets may be permitted in a Unit. However, those pets which are permitted to roam free, or, in the Board's sole discretion, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Units shall be removed upon the Board's request. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash 6 feet or less in length held by a responsible person whenever outside the dwelling and the pet owner shall promptly remove and appropriately dispose of any pet droppings. Pets shall be registered, licensed, and inoculated as required by law; see attached "Pet Policy".

(c) Any activity that emits foul or obnoxious odors outside the Unit or creates noise or other conditions that tend to disturb the peace or threaten the safety of the occupants of other Units;

(d) Any activity that violates local, state, or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

(e) Any activity which in the reasonable determination of the Board is noxious or offensive, or which threatens the health or safety of, or tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Elements or to the occupants of other Units;

(f) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Units;

(g) Discharge of fireworks or firearms; however, the Board shall have no obligation to take action to prevent or stop such discharge;

(h) Use of any Unit on a regular basis to host meetings, classes, parties, or similar recurring activities that involve large numbers of guests entering and exiting the Unit and the Condominium;

(i) Installation of any satellite dish or antennae outside of a Unit, except to the extent that any such apparatus must be permitted by applicable law. The Declarant and the Association, may, but shall not be obligated to, erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of the Units;

(j) Erecting, posting, or placing any "for sale", "for lease", or other sign, banner, or advertisement of any kind on the Common Elements or in any Unit so as to be visible from outside the Unit, except as provided in Article 15 of the Declaration; however, the Board of Directors may provide a bulletin board or other display area on the Common Elements where Owners can place notices regarding Units available for sale or lease;

**Estate sales/rummage sales are not allowed on condominium property.**

(k) Accumulation of excessive rubbish, trash, and garbage in a Unit, or disposal on the Common Elements inside places other than designated trash receptacles;

(l) Disposal of hazardous or toxic materials or chemicals, used motor oil, or items other than normal household refuse on the Condominium property;

(m) Undertaking any act or work which, in the Board's judgment, will impair the structural soundness or integrity of another Unit or the Common Elements, impair any easement, or otherwise have a material adverse effect on other Units or their Owners or occupants;

(n) Keeping or storing anything on the Condominium which would increase the rate of insurance on the Condominium, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would otherwise increase the Common Expenses;

(o) Directing, supervising, or in any manner attempting to assert any control over the Association's employees, if any;

(p) Application of any type of reflective film or coating on any window, or installation or use of window treatments or coverings visible from outside the Unit other than draperies, shades or blinds with the visible side being white, off-white, or light beige; prior to July, 2018 all window treatments are approved. After July, 2018 the above applies.

(q) Storing, keeping, or allowing personal property, other than an automobile, to remain upon any portion of the Common Elements other than on a Limited Common Element balcony for a period of more than 24 hours;

(r) Replacing carpeting in a single-level Unit located above another Unit with tile or other hard surface flooring without first obtaining the Board's written approval, which it shall have no obligation to grant. Any application for approval of such a change shall be accompanied by credible evidence demonstrating to the Board's satisfaction that such replacement will not result in more audible noise for the occupants of the Unit below than heard with carpet in such areas. The Board may require sound abatement measures as a condition of approval or after result of such a change. Neither the Association, the Board, its officers, or directors shall have any liability to any person for any approval or disapproval granted under this Section, even if noise levels resulting from any such change proved to be greater than anticipated, or sound abatement measures prove inadequate; an approved sound barrier must be installed with prior approval by the Board by submitting the "Alterations and Additions Application" (Appendix 3D).

(s) Use of any Common Element parking space for any purpose other than parking of an authorized motor vehicle or conversion of any garage within a Unit to storage or other uses that preclude its use for parking of the number of vehicles for which it is designed or intended;

(t) Use of the clubhouse within the Common Elements except in strict compliance with such clubhouse rules and regulations as the Board may adopt; and

(u) Any alteration or addition to the exterior of any building or other Common Elements, except as may be expressly authorized pursuant to Section 13 or otherwise in the Declaration.

### III. ADDITIONAL RULES & POLICIES

#### Overall Complex - Rules & Policies

##### Assessment - Collection Policy

In order to comply with the Bylaws of Park Shore Condominium Association, Inc., Section 6.8.(c)(i), the following Assessment Collection Policy has been instituted:

According to Section 6.8 of the Park Shore Bylaws, all assessments and related charges not paid before the due date shall be delinquent and the Owner shall be in default. If any assessment or any part of thereof is not paid in full by the 10<sup>th</sup> of the month or within 10 days of the respective due date, a late charge equal to the greater of (\$10.00) or 10% of the amount not paid may be imposed and interest at the rate of 10% per annum shall accrue from the due date.

Owners who are delinquent more than 30 days shall be sent a reminder letter noting the assessment, late charge and accrued interest that is due.

Owners who are delinquent more than 60 days shall be sent a demand letter noting the assessment, late charge and accrued interest that is due.

Owners who are delinquent more than 90 days will be referred to legal counsel for appropriate legal action including, but not limited to, a legal demand letter, lien filing, small claims judgment action, garnishment, and foreclosure.

All of the above actions are to be taken **AUTOMATICALLY** in each and every case. Consistency of application of the Collection Policy will avoid charges of special and unusual application of the Bylaws by delinquent homeowners.

Any and all legal fees incurred by the Association in an attempt to collect assessments will be charged to the unit owner as provided in the Declaration and Bylaws of the Association.

Use of ACH (Automatic Clearing House) debits for payment of monthly assessments relieves unit owners of the risk of late payment fees unless funds are not available in the account at the time of scheduled debit (5<sup>th</sup> of each month).

# **Homeowner / Tenant Registration Policy**

Per the Declaration of Park Shore, and in order to ensure that the Association and its management company have the ability to contact all residents (homeowners and tenants) in a timely manner for emergency, maintenance and management issues, Park Shore homeowners are required to maintain current owner and resident contact information.

## **ALL UNIT OWNERS**

1. At the time of unit purchase and with any change of owner mailing address, or tenant status, all unit owners are required to contact the management company within 5 business days with current and complete information.
2. At least once per year, unit owners will submit a Park Shore Homeowner Registration Form which includes, but is not limited to, current mailing address, phone numbers, residents' names, pet information – including pictures, home owner insurance information, and occupancy status (unit owner, tenant, or vacant).
3. The management company will notify all homeowners by email when the yearly census will take place. Failure to supply the annual forms by the specified date will result in fines to the unit owner at the sole discretion of the Board of Directors.
4. Blank registration forms are available in hard copy from the management company or in a blank PDF file on the Park Shore management portal. To log into the website you will need to contact the Property Manager to get your Security Key and set up an account.

## **OWNERS LEASING THEIR UNITS**

1. In addition to the annual Homeowner Registration Form, unit owners wishing to lease their units must comply with the Park Shore Tenant Administration Policy that is outlined in a separate packet.
2. This Tenant Administration Packet is available by contacting the management company at or on the Park Shore portal.
3. This packet includes, but is not limited to, Intent to Lease Form, Park Shore Rider/Addendum to Lease, Tenant Profile, Acknowledgement of Park Shore Rules, Pet Policy and Key Fob Transfer forms.
4. Failure to comply and maintain current with this tenant policy will result in immediate fines to the unit owner.
5. Tenant issues must be addressed with their unit owners. Tenants are not allowed to contact the Board directly.

# Pet Policy

- **BREEDS** – Park Shore follows City of St. Francis general legislation, ordinance chapter 180-5, section 5(b), regarding dangerous dogs which states: “no dog shall be deemed dangerous merely by virtue of being part of any specific breed(s)”  
(Note: All dog breeds are legally allowed in St. Francis as of 8-4-2020, Ord. No. 1468)
- **REGISTRATION** – all Park Shore residents must register their pet(s) within 30 days of moving in or getting a new pet; max limit is 2 pets; Park Shore resident registration forms must include:
  1. Photo or copy of the current year Milwaukee County dog license tag
    - a. Milwaukee County Dog license tags may be purchased at St Francis City Hall
    - b. Per city of St Francis, all dogs over 5 months old must be licensed
    - c. Milwaukee County dog license tags are not issued without proof of a valid/current rabies vaccine certificate
  2. Park Shore Registration must include a photo and description of the pet(s) limit 2.
    - a. Please include the type or breed, name, size, color
  3. A copy of the resident’s pet liability insurance indemnifying Park Shore Assoc. must accompany the registration form
- **AREAS OFF LIMITS**
  - No pets are allowed in mid-rise lobby areas at any time; dogs shall enter and exit the mid-rise buildings only through garage doors or emergency exit stairwell doors
  - No pets are allowed in any room of the clubhouse at any time
  - No pets shall use any balcony, patio, or parking garage for bathroom breaks
- **LEASHES**
  - Any dog outside of the owner’s home shall be leashed at all times
  - Dog leashes shall be 6 feet in length for safety of dogs and people
  - Retractable leashes must be kept at 6 feet length max, while on park shore property
- **BEHAVIORS**

Pet owners are responsible for their pet’s behaviors, notably:

  - Damage
  - Soiling
  - Aggressive behavior
  - Noise

The Park Shore Board of Directors may fine pet owners for infractions and/or may assess for damages and soiling.

**With this policy we will enforce the City of St Francis leash law and all other appropriate city ordinances, including but not limited to:**

1. Section 12.08-5 - No dogs and cats shall run at large.
2. Section 9.08(3) - It is unlawful for the owner or person in charge of any animal to permit fecal matter, which is deposited by such animal to remain on property. The owner, tenant or person in charge of the animal must immediately remove all fecal matter and deposit in a pet waste

station. Please, do not dispose of waste in other common area waste receptacles.

3. Section 9.08(4a) - It shall be unlawful to own, harbor or keep any dog which habitually barks, howls, yelps, or which causes serious annoyance to the neighborhood or to persons passing to and from the street. Please be considerate of your fellow neighbors. Noises can carry through the walls of our buildings and with open windows, neighbors can easily hear barking dogs. Pet owners should be considerate of their neighbors and close their windows if their dogs will not stop barking.

4. Section 475.02 - No household shall be allowed to have more than 2 dogs or 2 cats of licensable age.

Section 180.5 (B,C) - **Dangerous & Vicious Dogs – B).** Prohibitions. No person shall harbor, keep or maintain within the City limits of the City any vicious dog. Any dog alleged to be vicious by virtue of an attack upon a human being or domestic animal shall be impounded as directed by the City Police Department until disposition of the charge issued by citation. Moreover, the owner of any dog found to be vicious in the trial of a charge of harboring a vicious dog, or by pleas to such a charge, shall be prohibited from returning that dog to the City. \*\*\***Please advise anyone who walks your dog that they must also comply with this policy.**

**The Association, through its Board of Directors, reserves all remedies available to it to enforce these restrictions, including, but not limited to, fines and assessments for attorney fees, assessments for damages and such remedies as are fair and equitable against a unit owner, who shall remain responsible for behavior of animals residing in or visiting the unit.**

# **Realtor Signage, Lock Boxes & Storage Pods**

## **Realtor Signage as Posted in Guard House**

Per the Architectural Standards contained in the Park Shore Declaration, an Owner may not erect, install, place or post any object, sign, flag, light, sculpture, artificial or real vegetation, storm door or window, door knob or knocker, or other things on the exterior of the building or on any portion of the Condominium visible from outside of the Unit, without first obtaining the written approval of the Board or its designee. Park Shore Condominium Association acknowledges that its members may desire to sell their units from time to time. To clarify the rules regarding unit rental and sales signage and to ensure a convenient method of securing a lock box in the property the following policy has been written.

### **NO "UNOFFICIAL" PARK SHORE SIGNAGE IS PERMITTED AT ANY TIME**

- No real estate-related signs shall be visible to the public on any unit or on the common areas of Park Shore at any time. This includes rental, open house, for sale, and pricing-related signs.
- Signage is not allowed at Park Shore's entry, posted on cars, displayed in windows, on the lawns or on the doors or windows of the units.
- Generic "Park Shore - Open House" signage has been created and approved by the Board of Directors for the convenience of unit owners to be used for signage during their open house. Please see the attached Open House policy for specifics.

## **Lockbox Policy**

- Lock boxes are considered an addition to the exterior of the building and are prohibited without written approval by the Board or its designee.
- For members' convenience, lock boxes will be allowed in the designated area provided. Lock box placement is allowed only in the guard house located at the entry of the property on the north side of the drive.

## **POD Storage Container Policy**

A "POD" or similar type of moving container may be placed on the common area for no longer than 3 days unless approved at the discretion of the Board. Approval must be obtained from the Board of Directors, in writing, before placing on the common area. Any Damage caused by the pod will be the responsibility of the homeowner.

# Real Estate Open House Policy

## (Use of Guard House as Information Point)

The following rules are for owner/realtor use of guard house and provided Open House signage equipment. These are to be used for "SALE" ONLY—NO LEASING information. All other aspects of the Park Shore Signage Policy are unchanged and will be strictly forced. Specifically, no other signs, flags, balloons or postings outside Park Shore property or in any midrise lobby are allowed. This policy is per the guidelines outlined in the Declaration of Park Shore Condominium (Exhibit E (j)).

1. A single two-sided Park Shore Open House sign will be available in the guard house for use on Saturday and Sunday between the hours of 10 a.m. and 4 p.m. The sign should be placed at the entrance to Park Shore (Howard Ave. and South Lake Dr.) and be returned to the guard house at the end of your open house no later than 4:30 p.m. For access to the guard house, you must contact the Park Shore Property Manager no later than Thursday prior to the weekend when you will be using the signs.

2. An additional sign identifying the guard house as the **information point** will be available and should be placed directly in front of the guard house during the same hours. This sign should also be placed back in the guard house for storage at the end of your open house no later than 4:30 p.m.

3. A rack will be available in the guard house to display open house information. All information materials in guard house display must contain the address of the home for sale, phone number and directions on use of call buttons if in a midrise.

**\*\*\*Sellers in midrise buildings must escort buyers from and return to the lobby. This is a security concern for midrise residents and property. No strangers should be allowed to wander the building on their own.**

4. The Park Shore Homeowners Association and Board of Directors are not responsible for any materials used in the rack or left after the close of open houses (Saturday and Sunday – no later than 4:30 p.m.).

5. Unit owners or realtors that abuse or misuse this policy and/or fail to return Park Shore property to the guard house will not be allowed to participate in this procedure in the future and will be responsible for equipment replacement costs.

## Parking and Vehicle Rules

*As stated in Exhibit E of the Declaration of Park Shore, unless expressly authorized by and then subject to such conditions as may be imposed by the Board, the following activities are prohibited within the Condominium property.*

Regular parking of **no more than two vehicles** on the Condominium property by the owners and occupants of any one Unit; parking of vehicles other than in designated parking spaces; or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than enclosed garages or other locations which the board may designate; however, construction vehicles shall be exempt from this provision during normal business hours for such period of time as reasonably necessary to provide service or make a delivery to a Unit or Common Elements. For purposes of this section a vehicle shall be considered “disabled” if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered “stored” if it remains on the Condominium for **21 consecutive days** or longer without prior written permission of the Board of Directors.

For the purpose of this regulation, commercial vehicles shall be defined as:

Any vehicles that would have markings or lettering pertaining to a business or organization for profit or promotion, or that openly carries tools, or equipment used for profit or promotion, or is that of such difference as to stand out from the great majority of vehicles, or has a commercial license plate, would constitute a commercial vehicle not allowed to park on our surface lots for other than specific business purposes or short term visits with a resident.

Parking in unassigned surface spaces (common areas) is on a first come basis for residents, their guests and vendors.

Resident vehicles permanently parked on Park Shore premises must be registered with Park Shore Management as a part of the required resident registration.

# Clubhouse Facilities

## Social Room Rental Policy

1. OWNERS/TENANTS wishing to reserve the use of the Social Room must do so during normal business hours by:
  - a. Completing a Social Room Reservation Form
  - b. The "HOST" shall acknowledge responsibility with an owner's or tenant's signature
  - c. Payment of a rental fee of \$125 made by ACH/automatic bank payment via Park Shore's Management company. Additionally, if the social room is not cleaned or damages are found after use of the facility, a minimum \$300 cleaning fee and the cost of any repairs and/or restoration will be charged to the owner's account.
  - d. Access with key code will be made available 24 hours in advance of the planned event.
2. PARK SHORE "HOST" (Owner/Lease Holder) responsibility includes:
  - a. At least one adult chaperone (unit owner/tenant), 21 years of age or older, in attendance during the period of the event. No pets or smoking are allowed in the clubhouse or Fitness Room at any time.
  - b. Returning the room to its original condition following the event, e.g., carpets vacuumed, and floors swept, debris bagged and deposited in the unit owner/tenant's garbage chute or trash dumpsters.
3. The "HOST" (Owner/Lease Holder) shall provide proof of homeowners/renters insurance. Any property damage caused to the Social Room or common areas, by the "HOST" (Owner/Lease Holder) or their guests as a result of participating in activities associated with the Social Room reservation SHALL BE the responsibility of the "HOST".
4. The cost of property damage repairs or additional janitorial cleaning will be assessed upon the OWNER ONLY. To ensure the cleanliness of the room, a member of the Park Shore staff will inspect the Social Room prior to and following the event.
5. The Social Room must be vacated and locked by **12:00 MIDNIGHT** on the day of the event, except for those functions as authorized by the Board of Directors, e.g., Board meetings, subcommittee meetings, etc.
6. Since the noise level of "live" musical groups is hard to control, they are prohibited. However, radio and stereo music are allowed provided the audio is maintained at an acceptable level out of consideration for other homeowners.
7. Commercial entertainment equipment is prohibited (e.g., portable dance floors, psychedelic lights, micro-phones, loudspeakers, inflatable play areas and rides). The "HOST" is renting the community room and outside patio ONLY. Guests should not explore other areas of the clubhouse or monopolize surrounding sidewalks, grass or beach areas. These areas are always open for use by other Park Shore residents.
8. The Association SHALL NOT ASSUME ANY RESPONSIBILITIES FOR THE USE OF AND/OR DISTRIBUTION OF ALCOHOLIC BEVERAGES that may be served adults by the Park Shore "HOST". **Under no circumstances will alcoholic beverages be served to minors.** Full responsibility for the dispensing of alcohol will be assigned to the adult "PARK SHORE HOST" whose signature appears on the reservation form. No illegal DRUGS OR CHEMICAL SUBSTANCES are permitted on the ASSOCIATION'S PROPERTY.
9. Any and all personal injury or property damage caused by the "PARK SHORE HOST" or his/her guests as a result of activities associated with the Social Room Reservation SHALL BE the responsibility of the "PARK SHORE HOST".
10. No dogs or animals of any kind are permitted in the Social Room at any time.
11. Should you wish to use helium balloons for your event, please make sure to remove them after the event to avoid additional fees.

**The St. Francis Fire Department has established a maximum occupancy capacity for the Social Room (first floor) at 50 people for a single event.**

### **Park Shore Fitness Room**

1. Homeowners were provided with two key fobs to the Park Shore Fitness Room at time of purchase. Replacement key fobs will be provided at a cost of \$50 to the unit owner, only if a proper Indemnification and Hold Harmless Release Form is on file.
2. All Unit Owners/Tenants using the Fitness Room must have an **Indemnification and Hold Harmless Release Form** on file with the Association. Any unit owner allowing a visitor and/or tenant use of the Fitness Room without copy of such form on file will be fined appropriately, per the Park Shore Fine Schedule.
3. Children under the age of 18 may use the fitness facilities **ONLY UNDER DIRECT SUPERVISION OF THEIR PARENT OR LEGAL GUARDIAN WITH PROPER KEY FOB ACCESS TO THE FITNESS ROOM.**
4. No food, alcoholic beverages, pets or smoking shall be permitted in the Fitness Room.
5. Proper shoes and proper attire must be worn in the Fitness Room. Shoes must be clean. Care should be taken to remove snow and/or dirt before entering.
6. Exercise time shall be limited to thirty minutes on any piece of equipment when others are waiting.
7. No radios, stereos or portable television sets are allowed without the use of personal ear-plugs.
8. Doors and windows must be closed and locked when leaving the Fitness Room. lights should be turned off.
9. As a result of the Association's insurance restrictions, Owners are not permitted to bring their own or donate personal exercise equipment to the Fitness Room.

# Storm Door Policy

Storm doors will be allowed to be installed on Park Shore buildings only after completion and approval of the **Additions and Alterations (ARC) form**. Review of application will be at the next scheduled meeting of the Board of Directors and will be based on the following criteria:

## Townhomes:

1. White in color only
2. Full glass only with a maximum 10-inch kick plate
3. Permanent installation

## Midrise:

1. White in color only
2. Door may have a maximum 20-inch kick plate with center support bar
3. Permanent installation

## Statement of Violation

Non-compliance with the approved policy

## Method of Detection

1. Observation by a Board member or the managing agent
2. Complaint in writing by any homeowner or resident

Per the Declaration of Park Shore:

Upon approval and installation, the additions become the responsibility of the homeowner.

Any unapproved additions/alterations may, at the discretion of the Board of Directors, be required to be removed at the homeowner's expense.

# Satellite Dish Installation

In order to keep the aesthetic appearance of the Park Shore Condominium Association in a good and orderly manner, the Board has adopted the following Rules and Regulations:

1. Any owner interested in installing a satellite dish one meter or less in diameter must notify the Board and obtain instructions for installation within seven (7) days from the date of installation. Satellite dishes greater than one (1) meter in diameter are prohibited.
2. Satellite dishes may only be installed on portions of property in which the owner has a direct or indirect ownership interest and is within the owner's exclusive use or control. Under the Declaration, this limits owners to installing satellite dishes only on patios or balconies (which are considered part of the Limited Common Elements).
3. No more than one (1) antenna may be installed.
4. All wires must be encased in molding which matches the color of the building. If at all possible please attempt to use existing wires.
5. In order to protect the health, safety and welfare of the residents and their property, the Board reserves the right to inspect the installation and maintenance of the satellite dish.
6. Once installed, the owner will be responsible for the maintenance of the dish. If additional cost is required to maintain the portion of property on which the dish is installed, the Board may assess this cost back to the unit owner. If it is necessary for the Association to remove the satellite dish to perform maintenance, the owner will be advised accordingly.
7. The unit owner shall at all times keep the satellite dish in good repair. Failure to do so after five (5) days notice from the Board may result in removal of the dish.
8. The owner shall be responsible to fund the cost of any maintenance, repair or replacement to the property to its original condition upon removal of the dish. In addition, the owner must restore the property to its original condition upon removal of the dish.
9. The owner hereby indemnifies and holds harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of this satellite dish, including the payment of any and all costs of litigation and attorney's fees resulting therefrom. Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the dish. Upon installation of the dish, the owner must execute the enclosed Indemnification Agreement.
10. Upon transference of the ownership or occupancy of the unit, the Owner shall inform the successor in title, including any purchaser by Article of Agreement for Warranty Deed, or tenant, of the existence of the rules and regulations and the obligations set forth herein. All obligations herein shall pass to any successor in interest. If the transferee is unwilling to assume the responsibilities set forth herein, and execute a new Indemnification Agreement, the dish must be removed prior to conveyance and the premises restored to its original condition.
11. All satellite dishes shall be constructed in strict compliance with these rules and regulations. Any deviation from these rules and regulations without the written consent of the Board of Directors may result in the dismantling and removal of the satellite dish by the Association without notice.

All costs of removal and restoration shall be borne by owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized satellite dish shall remain on the premises after owner has been notified to remove it or advised to re-install the dish in conformance with rules and regulations. The Board of Directors shall set the fine in accordance with approved guidelines for fines.

## Satellite Dish Installation Indemnification Agreement Form

This indemnification Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By and between the Park Shore Condominium Association ("Association") and

\_\_\_\_\_ ("Owner").

In consideration of the mutual covenants set forth herein, Association grants Owner the right to install a satellite dish one (1) meter or less in diameter on the designated limited common elements (patios or balconies) located in the Association provided Owner shall indemnify and hold harmless the Association, its directors, officers, agents and members from and against all claims, damages, losses, judgments, executions and expenses, including all costs of defense and attorney's fees (hereafter "Claims"), arising out of or resulting from the installation, maintenance, use or removal of this satellite dish, provided that any such claim is: (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of the use resulting therefrom; and (b) caused in whole, or in part, by any negligent act or omission of the Owner or anyone for whose acts any of them may be responsible or liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In the event any claims are lodged against the Association, its directors, officers, agents or members by the Owner or by anyone for whose acts any of them may be responsible or liable, the indemnification obligation set forth in the agreement shall not be limited in any way by a limitation on the amount of type of damages.

Signed By \_\_\_\_\_  
OWNER

Signed By \_\_\_\_\_  
PARK SHORE CONDOMINIUM ASSOCIATION

Date. \_\_\_\_\_

Date. \_\_\_\_\_

# Bulletin Board / Website Advertisement Policy

Park Shore Condominium Association is pleased to have various community bulletin boards and a community website for members to use. Members who wish to post material on the community bulletin boards or community website must adhere to the following rules:

## **NO DISCRIMINATORY, ILLEGAL, PROFANE OR PORNOGRAPHIC MATERIAL**

1. Material that can be perceived as violating fair housing law cannot be posted on the community bulletin boards. This includes material that can be perceived as discriminating against people based on their religion, nationality, color, disability, race, sex, or family status.
2. Postings related to any illegal or illegitimate activities cannot be posed on the community bulletin boards. This includes posting for solicitations of illegal activities, posting for sales of illegal weapons or other contraband, or any other posting that the Board of Directors determines, in its sole discretion, are for illegal or illegitimate purposes.
3. Material containing profane language or pornographic images cannot be posted on the community bulletin boards. The Board of Directors or the Maintenance Manager as its agent reserves the right to determine, in its sole discretion, what is profane or pornographic for purposes of the community bulletin boards.
4. Locked bulletin boards in the lobbies of the midrise buildings and elevator sleeves are reserved for official Association and management announcements. Large unlocked bulletin boards are located in the garages of the midrise buildings near the elevator, to be used by unit owners and tenants.
5. For Sale, For Lease, and Classified Ads posted by the unit owners to the Park Shore website are subject to the same restrictions. The website administrators, at their sole discretion, may remove any non-complying advertisement.

## **APPROVAL REQUIRED**

1. All postings must be submitted to the Property Manager for review, approval, and posting on the bulletin boards. Only postings that are approved will be posted on the community bulletin boards.
2. Only the Property Manager may put up or remove postings from the community bulletin boards. Members who put up postings anywhere on the property will be denied the privilege of using the board in the future.

## **TIME LIMITATION**

All postings approved by the Property Manager on behalf of the Board of Directors will be dated, posted, and subject to removal by the Association thirty days later.

## **SIZE LIMITATION**

All advertisements related to postings on the community bulletin boards must be limited to 5 x 7 inches to allow for important **Board/committee/management-related** communications and as many ads as possible. The Board has the ability to allow full size notices upon request and approval. Full-size ads may be submitted for website posting at any time that the Association has a website. Approval of these ads are at the sole discretion of the website administrators.

## **ENFORCEMENT**

Members who put up postings or solicitation-related materials anywhere on the property will be denied the privilege of using the boards in the future and will be considered in violation of the Association rules and regulations.

## Miscellaneous

### **Dryer Vent Installation & Maintenance**

Upon installation of a dryer, the homeowner becomes responsible for maintaining the dryer, dryer lint collector and dryer venting.

#### **Lint Collector/Vent Cleaning**

1. The dryer lint collector must be cleaned after each dryer cycle.
2. The dryer venting must be cleaned by the homeowner on an annual basis per the Park Shore Declaration. (For consistency and fire safety, the Association may include vent cleaning for the entire complex in the annual budget and have it done in mass. The homeowner is responsible for insuring that this maintenance is part of the current budget, or they are responsible for having it done on an individual basis.)

#### **Midrise 3 Dryer Installation**

1. Homeowners owning units in M-3 (3930 Lake Drive) are required to install dryers having the capability to exhaust a minimum of 65 lineal feet in 4-inch rigid metalduct.

Non-compliance with this policy may be determined by:

1. Observation by a Board Member or the property managing agent.
2. Observation by the Fire Department, insurance company or other Association-contracted or government entity.

### **Barbecue Grill Use**

**Gas, charcoal and electric grill** use is not allowed at all in the midrise buildings or on their balconies. The townhomes are only allowed to use these grills a minimum of 10 feet away from the buildings when in use and not allowed on upper balconies at any time—not even for storage—by order of the St. Francis Fire Chief. Outdoor fireplaces or fire pits of any kind are not allowed.

Charcoal grills located outside the clubhouse are available to all residents. It is your responsibility to leave the grill cleaned of debris and hot ashes.

**This is a state regulation for which the St. Francis Fire Department holds Park Shore responsible. Besides the fines assessed to unit owners by Park Shore for noncompliance, any expenses incurred by the Association from the City of St. Francis will also be assessed to the offending units.**

## **Fire Sprinklers**

Owners are responsible for checking the fire sprinklers in their units. You should be able to view the color red in each sprinkler head bulb. If the sprinkler head bulb is clear, it may not function properly.

## **Reporting Fires & Fire Alarms**

### **Notification:**

**If the following is reported to you, OR if you see smoke, OR see flames, OR smell something burning, OR hear a fire alarm, IMMEDIATELY:**

- Call the Fire Department: Dial 9-1-1.
- Activate the fire alarm pull station if the fire alarm is not already sounding.
- Call the Property Manager Ogden & Company at 414-276-5285
- Address, what floor, what residence number and what telephone number you are calling from.

### **Emergency Procedure Priorities**

**A. If the following is reported to you, OR if you see smoke, OR see flames, OR smell gas odors or smoke IMMEDIATELY:**

- Isolate the fire. Close the door if you can do so safely. **DO NOT** lock the door behind you.
- Call the Fire Department. Dial 9-1-1.
- Activate the fire pull station alarm if the alarms are not already sounding.
- Evacuate, using the exit or stairs to a safe place. **DO NOT USE THE ELEVATORS.**
- Fire extinguishment (is optional and only if all of the above has been completed.)

**B. Emergency Procedures - In the event of an actual fire alarm:**

- **Evacuate** by going to the nearest exit or stairway door. If there is any evidence of an unwanted fire, evacuate the floor to a safe area.

**C. Prepare in advance**

- Locate the nearest fire exit nearest your residence well in advance of any fire. Know where your hallway fire extinguishers are. Know where to locate the pull stations should you need to use them. In the event of a Midrise evacuation, we urge our residents to congregate at the Park Shore Clubhouse/Fitness Center area to be a safe distance away and out of the way as the Fire Department does their work. You can return when the Fire Department gives the "all clear," approval.

**Tornados/Inclement Weather** In the event of a tornado, or other dangerous weather, you are advised to stay away from windows and seek shelter in the lower-level parking structure. Areas next to load bearing walls or under stairwells are optimum.

**Special Instructions: Assisting the Mobility Impaired** Mobility-impaired residents may require assistance in the event of an evacuation. Residents not providing or requiring assistance should evacuate first. This avoids the possibility of persons in need of assistance being bumped and/or falling down, thus slowing the evacuation and/or causing personal injury. Person(s) having mobility impairments, if unable to safely use the exit stairs, should seek a safe area near the fire exit or stairwell that is located farthest away from the fire. If fire conditions pose a personal threat, anyone assisting should enter into the fire exit stairwell with the person(s) needing special assistance and wait for the fire department. If fire conditions pose a personal threat in the stairwell, the mobility-impaired person(s) should be evacuated to a safe location. Residents should report any mobility-impaired resident or guest, well in advance of an evacuation, to the Property Management Office, so that they can inform the fire department in the event of an actual evacuation.

## **Balcony Policy**

Owners are responsible for their respective balconies, including all repairs, painting, caulking, upkeep, etc.

There shall be no fencing attached to any area of the balcony. Leaving your pet unattended and using balcony as a waste area is prohibited. "Potty Pads" are prohibited on balconies.

Prior to water or chemical use on balcony, owners/tenants are to contact resident below/above of such actions. This is in place to avoid damages of plants and furnishings that may be on neighbors' balconies.

## **Smoking Policy**

Smoking in outside areas, such as individual unit balconies and other common areas is not prohibited.

## **Birdfeeders**

Birdfeeders are not allowed on Park Shore property, including balconies.

## **Holiday and Outdoor Decorations**

If you wish to place a small wreath or decoration on your door, you must meet the following guidelines:

- ◆ They must be of a floral or decorative design.
- ◆ All wreaths should be kept in good condition, tasteful and should be respectful of your neighbors.
- ◆ The maximum size of any door decoration or wreath shall be 24".
- ◆ Any seasonal decoration (including, but not limited to, lighting) must be removed within **10** days following the holiday from all areas (i.e., windows, doors, balconies).
- ◆ All other outdoor decorations and plantings on limited or common elements, including but not limited to, the unit door, stairs and entryway must follow the guidelines and requirements as outlined in Section 13 – Architectural Controls of the Declaration of Park Shore.
- ◆ If you cause any damage to your door or a common area due to these decorations or alterations, you will be solely responsible for the immediate repair.

## **IV. TOWNHOME SPECIFIC RULES**

### **Trash Removal**

Trash containers are to be put out no earlier than 11:00 A.M. on the day prior to pick up. Trash containers and cans are to be put away by no later than 9:00 p.m. on the days of pickup and should be stored in the garage of the homes at all other times.

**Under NO circumstances should trash containers and cans be stored outside.**

## V. MIDRISE SPECIFIC RULES

### Moving / Furniture Delivery

In an effort to protect the elevators and common areas of the midrise buildings from unnecessary maintenance and repair expenses, the following moving policy has been established:

**1. All moves or furniture deliveries require prior notice to the management company.**

This must be done one week in advance, as a short notice may result in a fee charged to the homeowner for a special service call to place elevator pads.

**2. Moving is not allowed before 8:00 A.M. or after 8:00 P.M.**

**3. Elevator pads** must be used, and **runners** must be put in place by your moving company to protect the elevator and carpeting respectively. (Installation of elevator pads must be arranged by contacting the Park Shore Property Manager no later than three business days prior to the move).

**4. All moves and furniture deliveries must be done through the garage or side access doors to the buildings. No moves or deliveries may be made through the main lobby.**

**5. There is no reserving the elevator and the elevator is NOT locked out during your move.** An elevator alarm will sound if you try to hold the doors open. This will cause the elevator to malfunction and will result in the service call fee being charged back to the homeowner.

**6. The moving truck must not block parked cars or entrance to the garages. Check with the Property Manager prior to the move or delivery for proper parking instructions for the moving truck.**

**7. This notice serves as the first warning for violations to this policy.** Fines will be administered without any further warning at the first offense for non-compliance.

**8. Due to the frequent moves of tenants and owners, a \$150 fee will be charged for each move in AND each move out.** This fee is to repair the constant wear and tear on our walls, carpet, elevators, garage doors and corresponding work of property manager with installing pads in elevators, etc. This fund will be used to repair those costly damages. This fee will **NOT** be waived under any circumstances. Damages above 150.00 will be charged back to the homeowner.

**If damage occurs during any move or delivery, Park Shore will arrange for the repair and bill the homeowner directly. It shall then be the responsibility of the homeowner to seek reimbursement from the moving firm or the tenant. Acceptable methods of detection for damage to Park Shore property will be observation by a Board member or the managing agent, or a complaint in writing by any homeowner or resident.**

## VI. USE OF SHARED LIMITED COMMON ELEMENTS

Per the “Declaration of Park Shore”, the use of Shared Limited Common Elements is restricted as set forth in Section 8.2 as well as the Initial rules (Exhibit E). In an attempt to pre-authorize unit owners with the ability to personalize entryways, the Park Shore Board of Directors has established the following guidelines:

### Entryways

1. If you wish to place a small wreath or decoration on your door you must meet the following guidelines:
  - ◆ They must be of a floral or decorative design.
  - ◆ All wreaths should be kept in good condition, tasteful and should be respectful of your neighbors.
  - ◆ The maximum size of any door decoration or wreath shall be 24”.
  - ◆ Any seasonal decoration (including, but not limited to, lighting and garland) must be removed within **10 days** following the holiday from all areas (i.e., windows, doors, balconies).
  - ◆ You must use a non-marking wreath hanger—no nails, tape or screws. If you cause any damage to the door or common area due to this decoration, you will be solely responsible for the immediate repair.
2. If you wish to have a doormat at your unit entrance, it must meet the following guidelines:
  - ◆ It must be placed directly in front of your unit entrance and no larger than 36x24 inches.
  - ◆ It must be kept in a clean condition, no frayed or curling corners and must not be a triphazard.
  - ◆ It must be either removed to allow the cleaning people to vacuum the area on cleaning days or you will be responsible for maintaining the cleanliness around your front door.
  - ◆ No shoes, boots, or other items are to be stored in the hallways at any time.

**Final approval of these additions will be at the sole discretion of the Board of Directors and all decisions are final. If it is found to be offensive or non-conforming, you will be given 24 hours to remove it.**

3. Per the “Declaration of Park Shore” Section 8.2 and the Initial Rules, no other loose items are allowed in the hallways of the midrise. This includes, but is not limited to, shoes, boots, vases, flower pots, miscellaneous decorations, bags, trash or furniture. These items will be marked and you will be given 24 hours to remove them or they will be disposed of for you.

## Midrise Garages - Parking Spaces & Storage Lockers

The assigned parking spaces in midrise garages are for parking cars, motorcycles, bikes and folding “granny-style” shopping carts only (See Appendix 4D). Motorcycles, bikes and carts are to go directly in front of **your** assigned parking space. All other items are unauthorized and will be tagged for immediate removal. After 14 days of noncompliance, a fine will be assessed.

Per the Declaration of Park Shore Condominium, “except with the prior written approval of the Board, no Owner, occupant or guest of a Unit shall use storage spaces, if any, designated as Limited Common Elements for any purpose other than storage of personal property”.

**There is to be no washing of cars inside the garages of the midrise buildings. A hose has been conveniently located outside for that use. This is the designated area where vehicles may be washed. It is your responsibility to return your vehicle to designated parking areas.**

## Midrise Trash Disposal

Midrise dumpsters are for use by building residents only for **daily** trash disposal and recycling. Large item disposal (i.e., mattresses, appliances, televisions, assorted furniture, etc.) needs to be arranged by the homeowner or tenant to be removed by a junk hauler of their choice. NO items should be left outside of the dumpsters. Large boxes must be broken down before placing in the recycling bin. Security cameras are in place to detect violators.

## Midrise Security

Blocking or manipulating garage or pedestrian doors of the midrise buildings so they remain open is **strictly prohibited**. This poses a serious security risk to residents and their belongings by allowing entry by unauthorized persons as well as maintenance issues or failure of the door hinge and locking mechanisms. Park Shore residents or their guests that are found in violation by manipulating these entrance doors may be fined without warning at the sole discretion of the Board of Directors.

Residents should only “buzz” in visitors after verbal or visual confirmation of their identity. Anyone visiting that is not friend or family (i.e., contractors, delivery, sales people, etc.) should be escorted to and from the lobby.

Any residents or their guests that are found in violation of Park Shore security measures may be fined without warning at the sole discretion of the Board of Directors.

## Limited Kayak Storage

This document is the current (June 2009) guideline from the Board of the Park Shore Condominium Association for homeowners living in the midrise buildings who want to store a kayak within their building. There is no guarantee of space availability. This is a first come, first serve of acceptable spaces within the buildings.

1. Obtain written permission from the Board to store the kayak within the building. This may entail the individual attending a Board meeting, and receiving permission to purchase a Board-approved storage rack for their kayak. Storage racks identical to those already approved by the Board shall be an accepted design. The homeowner shall be responsible for the purchase of this storage rack, and assumes any and all liabilities for its use and insurance.
2. Permission from the Board will include being assigned a specific storage rack area within a parking garage, where the storage system shall be securely placed and mounted. Installation of the storage rack in the designated area will be performed by Park Shore maintenance personnel at the expense of the homeowner.
3. A homeowner may purchase space from a current kayak storage rack owner without having to purchase an additional storage rack of their own. Any terms of this purchase are completely between the two individuals. The Association will not resolve any disputes.
4. Life jackets, clothing, paddles and other accessories are not to be stored in the spaces designated for kayak storage. The care and safety of these items are the responsibility of the homeowner.
5. The Board reserves the right to modify or withdraw any and all of the above permissions at any time that it deems necessary for the common good.
6. Kayaks stored in midrise garages, are limited to the width size of owner's assigned parking space. Kayaks are to be stored in front of occupant's assigned parking space only. Kayaks are not to encroach over onto another assigned parking space.

## VII. FINE SCHEDULE AND MAINTENANCE RESPONSIBILITIES

### Park Shore General Fine Schedule & Policy

- A warning will be issued on first non-compliance.
- 2<sup>nd</sup> non-compliance = \$100.00
- 3<sup>rd</sup> non-compliance = \$250.00
- 4<sup>th</sup> and subsequent non-compliance = \$500.00

At any time, the Association may take legal action as deemed appropriate per the **Declaration of Park Shore** against the offending homeowner or tenant to achieve compliance. Homeowner will pay all legal fees. The decision of the Park Shore Board will be final.

When any renter is responsible for a non-compliance violation, the owner will be responsible for the fines of the violator.

A witness statement will initiate violation notification.

Fines will be added to your monthly assessments automatic billing payments via the Property Management system.

#### **Exceptions to the Standard Fine Schedule**

1. **No warning** will be issued for violations to the Moving/Delivery Policy, Pet Policy & Registration Requirements, and Tenant Administration & Midrise Security Policies.
2. Fines for late payment of monthly assessments follow a separate schedule as outlined in the Assessment Policy.
3. Fines for not submitting proper notification and documentation of change of tenant or owner status will be made at the discretion of the Board of Directors and may not follow the General Fine Schedule.

# Park Shore Association Maintenance Responsibility Chart

September 22, 2014

The Declaration states..."Except where the Declaration may otherwise specifically provide, the Association shall maintain and keep in good repair the Common Elements, including the Limited Common Elements." The Declaration further states that "Each Unit Owner shall have the obligation to maintain and keep in good repair all portions of his or her Unit and any Limited Common Elements assigned exclusively to his or her Unit to the extent not maintained by the Association pursuant to Section 11.1."

In an effort to clarify who is responsible for maintenance of the condos, a chart of responsibility has been created. Listed below are many of the common items or problems that come into question from time to time.

For example, the Association is responsible for all exterior painting. Problems with the exterior paint will be handled by the Association at the Association's expense. Some issues are not as clear cut. In most cases, the maintenance, repair and replacement of all finishes, fixtures, equipment, wood, drywall, etc. is the Unit Owner's responsibility. Therefore, if interior damage is caused by a leak the Unit Owner would be responsible for the repair. The Association shall not be liable for damage or injury caused by any such exterior failure unless they were negligent to perform normal preventative maintenance or ignored to maintain, repair or replace any item of the common Elements where they were made aware of a root cause defect. Any and all repairs are eventually paid by the owners through assessments.

| Item                    | Who                  | Details                                                                                                                                                       |
|-------------------------|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Air Conditioners        | Owner                | Owner repairs / replaces individual units as needed.                                                                                                          |
| Appliances              | Owner                | Owner responsible for maintenance / repairs.                                                                                                                  |
| Cable TV                | Owner                | Exposed exterior wiring is not permitted. Damage caused by installation is owner's responsibility.                                                            |
| Ceilings                | Owner                | Owner is responsible for maintaining ceilings to original construction specification and paint, unless damage is caused by negligence of an exterior problem. |
| Concrete Walks & Stoops | Association          | Association repairs / replaces cracks, trip hazards.                                                                                                          |
| Doors                   | Owner                | Owner responsible for Unit maintenance / repairs.                                                                                                             |
| Driveways               | Association          | Association maintains, repairs and replaces driveways.                                                                                                        |
| Exterior Lights         | Association          | Association maintains, repairs, replaces bulbs, fixtures. In Common elements Light fixtures                                                                   |
| Exterior Paint          | Association          | Association paints exterior wood surfaces.                                                                                                                    |
| Furnace                 | Association<br>Owner | Association maintains, repairs, replaces common furnaces in mid-rises. Midrise and townhome owners maintain their own Unit furnaces.                          |
|                         |                      |                                                                                                                                                               |

| <b>Item</b>                           | <b>Who</b>                     | <b>Details</b>                                                                                                                                                                                                                                                                |
|---------------------------------------|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Fire Safety System</b>             | <b>Association<br/>Owner</b>   | Owner is responsible for all interior fire suppression plumbing that serves a single unit. Association is responsible for plumbing that serves more than one unit.                                                                                                            |
| <b>Garage</b>                         | <b>Association /<br/>Owner</b> | Association maintains doors and garage floors of mid-rise garage. Garage doors and floors in townhome style homes the responsibility of the owner.                                                                                                                            |
| <b>Gutter / Downspouts</b>            | <b>Association</b>             | Association maintains, replaces, cleans as needed.                                                                                                                                                                                                                            |
| <b>Interior Paint</b>                 | <b>Owner</b>                   | Individual units.                                                                                                                                                                                                                                                             |
| <b>Interior Plumbing</b>              | <b>Owner /<br/>Association</b> | Owner is responsible for all interior plumbing that serves a single unit. Association is responsible for plumbing that serves more than one unit.                                                                                                                             |
| <b>Landscaping</b>                    | <b>Association</b>             | Association maintains and replaces all trees, shrubs, plants and turf in the common areas.                                                                                                                                                                                    |
| <b>Mailboxes</b>                      | <b>Association /<br/>Owner</b> | Association maintains all mailbox stations. Owner responsible for individual mailbox locks & keys                                                                                                                                                                             |
| <b>Patios / Decks /<br/>Balconies</b> | <b>Owner</b>                   | Owner responsible for upkeep. Association has option of repairing and charging back owner if upkeep is not done.                                                                                                                                                              |
| <b>Pests</b>                          | <b>Association /<br/>Owner</b> | Association exterminates vermin outside of Units only. Owner responsible for any interior pests.                                                                                                                                                                              |
| <b>Roofs</b>                          | <b>Association</b>             | Association maintains, repairs, replaces roofs as needed. Owners are not allowed on the roofs for any reason. Licensed contractors servicing air conditioners for mid-rise owners must coordinate roof access with management.                                                |
| <b>Satellite Dishes</b>               | <b>Owner</b>                   | Owner responsible for maintenance and repair. Exposed exterior wires are not permitted (additional conditions / restrictions set forth in the Satellite Dish Policy.) Damage from dish installation is owner's responsibility. Board approval required prior to installation. |
| <b>Screen / Storm Doors</b>           | <b>Owner</b>                   | Owner responsible for maintenance and repair. Association controls style, quality and color. Prior Board approval is needed.                                                                                                                                                  |
| <b>Siding</b>                         | <b>Association</b>             | Association maintains, repairs and replaces as needed.                                                                                                                                                                                                                        |
| <b>Snow Removal</b>                   | <b>Association</b>             | Association removes snow from the streets, parking lots, driveways and walkways.                                                                                                                                                                                              |
| <b>Telephone</b>                      | <b>Owner</b>                   | Exterior wiring not permitted.                                                                                                                                                                                                                                                |
| <b>Tuck Pointing</b>                  | <b>Association</b>             | Brick and masonry surfaces as needed.                                                                                                                                                                                                                                         |
| <b>Vents</b>                          | <b>Association</b>             | Association responsible for common vents (serving more than one Unit).                                                                                                                                                                                                        |
| <b>Vents, Dryer</b>                   | <b>Owner</b>                   | Owner responsible for maintenance / cleaning of all vents that service a single Unit.                                                                                                                                                                                         |
| <b>Water Heater</b>                   | <b>Association<br/>Owner</b>   | Association maintains, repairs and replaces mid-rise water heater as needed. Townhome owners service their own water heaters.                                                                                                                                                 |
| <b>Water Spigots, Exterior</b>        | <b>Association<br/>Owner</b>   | Association maintains, repairs and replaces as needed at mid-rise building. Townhome owners maintain water spigots.                                                                                                                                                           |
| <b>Windows</b>                        | <b>Owner</b>                   | Owner maintains, repairs, replaces, cleans all windows. Replacement requires approval of Board.                                                                                                                                                                               |

## **VIII. FORMS**

The following forms will be made available to homeowners on Park Shore's Property Management portal:

**Indemnification & Hold Harmless Release Form**

**Clubhouse Social Room Reservation Form**

**Clubhouse Social Room Access & Inspection Form**

**Park Shore Condominium Homeowner Registration Form**

**Pet Owner Registration Form**

**Park Shore Violation Complaint / Witness Statement Form**

**Park Shore Alterations and Additions Application Form**

**Park Shore Tenant Administrative Packet**

**Satellite Dish Installation Indemnification Agreement Form**