

Unit Owners Association of The Cloisters of Tuckaway Rules and Regulations

Approved 10/10/2020

The Rules and Regulations have been developed for the benefit of the owners/residents of the Cloisters of Tuckaway. The objective is to provide present and future owners with guidelines for safe and harmonious living conditions. Despite the diverse make-up of our community, we have common goals in that we all want:

- a safe and peaceful environment in our homes, our common areas and the neighborhood,
- to enjoy the facilities that we jointly own, and
- to protect and elevate the value of our property.

We live in a dynamic setting, one that changes with new ownership, the condition of our building and grounds, and the local, state and federal laws that govern us. Periodically new rules may be necessary and old rules may need to be updated, modified or eliminated.

Unit residents and owners are responsible for following the rules and ensuring that their guests abide by them as well. Complying with them will promote a pleasant atmosphere for all owners/residents.

***The Board of the Cloisters of
Tuckaway
Rules and Regulations
Committee***

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Overview

Scope: These *Rules and Regulations* shall govern the use of all Association property as defined in the Wisconsin Ownership Act and the Declaration of Condominiums, Cloisters of Tuckaway with the exception of privately owned Units as defined in section 3 of the Declaration. They shall apply to all owners, residents, guests, and any other persons or parties upon the property. Unit owners shall be responsible for the conduct of their guests. These Rules and Regulations are intended as a guideline and are not meant to be all inclusive. All applicable laws and statutes as well as reasonable behavior guidelines still apply.

Violations: Violations of the rules must be reported to the Board of Directors in writing and signed to be considered by the Board for the levy of fines. Person(s) accused of alleged rule violations shall always have the right to appear before the Board to help resolve the problem. The Board will take appropriate action, notifying the accused in writing of any punitive measures and will report the type of alleged infractions and disposition of the case to the unit owners.

Appeals: Person(s) accused of violating rules have the right to appear before a committee of their peers, referred to below as the "Grievance Committee." Upon written appeal, the Board will appoint a committee of five owners (one from each wing and one from the Rules Committee). The Grievance Committee will hear the case and make a determination as set forth in Section 27 below.

Amendments-New Rules: As allowed by the Declarations of the Unit Owners Association of the Cloisters of Tuckaway

Rules and Regulations concerning the use of the units and the common and limited common areas or facilities, including provisions limiting keeping of animals and other pets may be promulgated and amended by the Board of Directors of the Association of Unit Owners with the approval of a majority of the unit owners. Copies of such rules and regulations shall be furnished by the Board of Directors to each unit owner prior to their effective date.

1. General Standards of Conduct

- a) Unreasonably noisy behavior is prohibited and may result in the restriction of privileges and/or fines.
- b) Owners are liable and financially responsible for themselves and their guests including any behavior causing damage or loss to common property, or injury or illness to persons utilizing common property.
- c) All minors must be supervised by an adult owner at all times in any common area for health and safety purposes.
- d) A smoke-free policy, also including no vaping is in effect for all indoor common areas. This also applies to the parking garage and storage areas.

2. Atrium

- a) Persons using Atrium facilities must clean up the area, including removing trash to the dumpster, and return furniture to its original location which includes all the atrium areas.
- b) Chairs, table or other items are not to be removed from the Atrium.
- c) People must stay out of the planter beds. Walking on the bricks is prohibited. Any personal objects that stray into the planter beds need to be removed cautiously by an adult.
- d) Personal items should not be left in any common area. Personal items left in common areas may be disposed of if left overnight. The Board office can be used for lost and found for Items of value (eyeglasses, cell phones, jewelry etc.) Items in good condition can be placed on the aluminum can containers next to the dumpsters in the basement for repurposing by your neighbors.

3. Balconies and Patios

- a) Clotheslines, laundry, rugs or other items may not be draped or attached to the railing. No heavy objects (e.g. flower pots) may be hung from the railings. No new brackets/hangers may be attached to the exterior walls or railings. For any existing brackets/hangers attached to the exterior walls or railings, unit owners may no longer use them and any damage caused to the walls or railings will be at the owner's expense.
- b) Winter holiday lights may be displayed on balconies and patios from November 15th through January 15th. Bushes and other common area decorations will be handled by the decorating committee and/or the Board.
- c) No major alterations (e.g. installation of awnings, sunshades, canopies, fencing, etc.) are permitted without prior Board approval.
- d) Patio furniture may be kept on patios and balconies, along with a storage container for the furniture, plants and artificial flowers in moderation, and a grill as explained below. All other items should be kept inside the unit or other storage area.

- e) Carpeting may not be glued down and may be used during the months of May to October. It must be removed from the area during the off season. Carpet must be outdoor type.
- f) Residents are required to clear all balconies and patios of snow within 36 hours after an accumulation of 2 inches of snow.
- g) Gas and charcoal grills and fire pits are prohibited on all balconies and patios (including the first floor). Only electric grills are allowed (see Fire Prevention).

4. Bicycles / off-road vehicles / drones / electric cars

- a) Off-road vehicles such as snowmobiles, go-carts and “sport vehicles” are not allowed to be used on the grounds.
- b) Skateboards, scooters, roller skates, roller blades, etc. should only be used on sidewalks and not in the parking lots or in the building.
- c) Bicycles are allowed on the grounds, but should not be ridden in the building including in the parking garage. Bicycles should be walked for entry and exit from the garage area.
- d) Drones are strictly prohibited in the Common Areas of the condominium property, unless prior approval has been sought and obtained by the Board of Directors.
- e) If an Owner/Occupant wishes to charge an electric vehicle on the condominium property, the Owner/Occupant may not charge the vehicle from common electric outlets. Before the vehicle may be charged on-premises, the Owner/Occupant must hire a licensed and insured electrician at the Owner/Occupant’s expense to install an outlet and run a line to the meter associated with the Owner/Occupant’s Unit, such that the Owner/Occupant will be fully responsible for the costs of charging the vehicle.

5. Disposal of Waste Materials

- a) Garbage is to be disposed of by placing in one of the dumpsters located in the garage. Garbage must be properly wrapped and sealed in a plastic bag. Double bagging is a good practice.
- b) Recycled materials should be placed in clearly marked recycle containers in each wing of the garage. Please note that aluminum cans are collected in the brown receptacles beside the recycling dumpster. No PLASTIC BAGS in recycling. Break down the Cardboard.
- c) Garbage should not be piled above the level of the top of the dumpster. If your wing’s dumpster is full, please try another wing.
- d) Residents are responsible for the removal of large items such as furniture, old doors, mattresses and box-springs, appliances, carpeting, televisions, trash compactors, etc.
- e) Residents are responsible for removal of all tires, batteries, paint, and toxic and hazardous materials. (There is a D.P.W. drop-off behind Police Station on South 53rd Street and Layton Avenue which can be accessed for a fee.)

6. Elevators

- a) The east elevators (between C & D wings) must be used for moving in and out and for delivery of major items to the second and third floors (see Moving section).
- b) For the convenience of everyone, elevator doors must not be kept on “hold” or “stop” for more than 10 minutes time.

7. Fire Prevention

- a) In accordance with the State Fire Code, all fire doors and unit owners’ doors must be kept closed (this includes all doorways to and from common areas and in stairwells).
- b) All units must have a smoke detector in good working order.
- c) Grilling near multi-family structures is restricted by the NFPA Uniform Fire code adopted by the City of Greenfield. For other than one and two family dwellings, no hibachi, gas-fired grill, charcoal grill or similar devices used for cooking, heating or any other purpose shall be used or kindled on any balcony or under any overhanging portion of a building. Electrical ranges, grills, or similar electrical apparatus shall be permitted.

8. Grounds

- a) Residents may not plant trees, shrubs, flowers or place pots, etc. in any common area without approval and direction from the Board.
- b) Pitching tents, setting up game devices or structures must have the approval of the Board.

9. Guests and Reservations

- a) Residents may hold gatherings and social activities in the Atrium and Rec Room as long as such activity does not restrict access of the common areas to any other residents.
- b) In the event of an activity involving more than ten (10) guests, a “Resident’s Reservation for Group Events” form must be submitted to the Board two (2) weeks before the activity. Forms will be available in the Mailroom. The bathroom and atrium must be returned to its original condition. If there are two or more events scheduled for the same day the length of time may be limited.

10. Hall Areas

- a) All hall areas, stairways and lobbies must be kept clear at all times. No items of any kind may be placed or stored in these areas.
- b) Settings on thermostats and other equipment must not be changed by residents.
- c) Shopping carts are provided for the convenience of all unit owners and may not be left in the hallways. Return carts to the storage space provided in the basement for use by others within 2 hours.

11. Maintenance, Service and Utility Areas

- a) Access to these areas is restricted to the maintenance staff, authorized contractors, or Board members.
- b) The Board has adopted a policy that prohibits anyone from going onto the roof, for any reason without Board permission.

12. Moving

- a) All moving in or out of the Cloisters must be done between the hours of 8 a.m. and 10 p.m.
- b) Only the east elevator (between C and D wings) may be used for moving and delivery of major items. Protective padding must be used when moving major items. (It is stored under the D stairs across from the east elevator.) The padding must be removed and put away the same day it is used.
- c) Moving and delivery trucks are to stay on the paved areas only. The front circle drive is a fire lane and must be kept clear at all times (see Outdoor parking).

13. Vehicles / Parking

- a) The front circle drive is a fire lane and must be kept clear at ALL times. Violations of this rule will be strictly enforced. Vehicles in violation may be ticketed and/or towed at the owner's expense.
- b) Residents and guests must adhere to all handicap and "no parking" signs.
- c) Parking spaces are to be used for street ready, licensed passenger vehicle and motorcycle parking only.
- d) Mobile homes, trailers, boats, motorized equipment, oversized vehicles, and all inoperable vehicles are prohibited from storage anywhere on the property without prior Board approval.
- e) Storage of inoperable, inactive or damaged vehicles is not permitted in accordance with City of Greenfield ordinances.
- f) Major mechanical work (defined as any work which requires 2 or more tires to be raised off the floor or which requires the use of an engine lift) is prohibited on the property.
- g) There is a maximum of 3 motorized vehicles allowed per unit.
- h) Parking of vehicles must be between the lines in approved parking spaces.
- i) Indoor assigned parking spaces may additionally be used to store a cart and bicycles. Walkers, wheelchairs, or strollers may be left temporarily in parking space when car is in use.
- j) Headlights must be turned on when driving in the garage area.
- k) When driving in the garage area, maintain a safe and reasonable speed of no more than 5 miles per hour.

- l) Only vehicles owned or leased by residents are to be washed on the property.
- m) Traffic safety requires that vehicles which park in the A and B wings must use the A wing entrance. Those parked in the C and D wings must use the D wing entrance. All cars must exit from the B wing, unless otherwise instructed by the Board.
- n) Outdoor parking spaces must be vacated within 36 hours of the accumulation of 2 inches of snow and vehicles must be moved to a plowed area. Long term outdoor parking is permitted in designated spaces from November 1 to May 1 with permission from the Board.
- o) Parking spaces may only be rented to current residents in the building. p) Parking spaces at the front entrance shall be reserved for visitors only.

14. Peddling and Solicitations

- a) Any peddling or solicitation within the building is not permitted unless approved by the Board.

15. Pets and Animals

- a) Residents and guests are not permitted to bring pets or animals into the building or on the grounds.
- b) Feeding birds, squirrels, geese, or any other wild animals on balconies, patios or the grounds is not permitted for reasons of health and damage to building.
- c) The following rules apply to animals who have been approved as “service” or “emotional support” animals by the Board of Directors:
 1. All owners of allowed support animals must have on file with the Association, proof of compliance with licensing requirements and proof of certificate from a licensed veterinarian of distemper and rabies shots. All animals must be licensed.
 2. All animals must be either crated or restricted on a leash by a person capable of controlling the animal whenever the animal is within the association’s common area.
 3. The Unit Owner, as well as the animal owner, is responsible and liable for any damage to property or injury caused by the animal.
 4. Those responsible for the animal shall immediately cleanup any excrement and shall carry an implement for pickup at all times when walking their animal. Patios and balconies are not to be used as areas for animals to relieve themselves.

16.Pool

- a) The following are taken from Wisconsin Legislative Document 172.29:
 - 1. Do not enter the pool if you have a communicable disease or an open cut.
 - 2. Do not bring food, drink, gum or tobacco into the pool.
 - 3. Shower before entering the pool and after use of toilet facilities.
 - 4. Do not run or engage in rough play in the pool area.
 - 5. Do not bring animals into the pool area.
 - 6. Diaper changing on the pool deck is prohibited.
 - 7. Glass and shatterable items are prohibited in the pool area.
 - 8. If non-toilet trained children are permitted in the pool, the children will be required to wear swim diapers.
- b) The Cloisters of Tuckaway is not responsible for any loss of property or injury to persons using the pool.
- c) Use the pool at your own risk. Lifeguard is not on duty.
- d) An adult resident must accompany their guests and are responsible for their conduct. e)
Limit 15 people in pool at one time.
- f) Total guests are limited to 10 per unit.
- g) Running, diving, or jumping is not allowed.
- h) Appropriate bathing apparel must be worn. Footwear must be worn when traveling to and from the pool. Footwear must be worn at all times in all common areas.
- i) All minors must be supervised by a responsible adult within the gated pool area at all times while the children are in the pool area. Owners must be in the atrium area when they have guests in the pool area.
- j) Bathroom floor is slippery when wet, please use extreme caution.

17.Recreation / Exercise Room

- a) The Cloisters of Tuckaway is not responsible for loss of property or injury to persons using any common area or equipment.
- b) Adult residents must accompany guests and are responsible for their conduct. You must be 18 years old to use the facility.
- c) The number of guests per owner is limited to two (2) at a time in the fitness room.
- d) The Recreation Room will be open 24 hours per day. However, if a complaint is received regarding noise or behavior of guests, usage privileges may be restricted and a fine may be imposed.
- e) Door codes are meant for the use of owners only and should not be shared or handed out.
- f) Proper attire, including athletic footwear is required while in the fitness room.

- g) Use of the safety devices on the equipment is mandatory. If you are unsure of how to use the equipment, do not use it. The heat and air conditioning controls must not be adjusted except by a Board member.
- h) Persons using Rec room and fitness facilities must clean up the area, including removing trash to the dumpster, bathrooms and returning furniture to its original location.
- i) Use of these facilities is at one's own risk and owners are liable for their guests.
- j) Persons using fitness equipment MUST wipe down equipment after use.

18.REGISTRATION FORM

- a) Every owner must fill out an Information Registration Form that will be kept securely by the Board to protect individual privacy.
- b) The form must include the names of all residents, adults and minors, a contact phone number for use in emergencies, and the license plate numbers of cars parked on the premises, indoors or on the outside lots. Your phone number will not appear on the resident roster if you do not wish to have it listed. This must also include owners name and address if they do not live in unit
- c) Guests who are living here on a long-term basis must be registered by the owner. Their cars must be registered if parked on the premises.

19.RUMMAGE AND ESTATE SALES

- a) Residents are allowed to have a rummage or estate sale in their unit, available to other residents and their guests only, but no signs or outside advertisement is permitted.

20.Safety and Security

- a) Only buzz people into the building after verifying the identity of the visitor.
- b) After using your intercom, be sure buttons are not stuck as one stuck button disrupts the entire wing.
- c) When entering and leaving the garage, pause until the door closes while keeping watch that unknown people do not enter our building.
- d) Patio doors, especially on the first floor, must be secured by the owner when the unit is unoccupied and overnight. This is for your safety and the safety of everyone in the building.

21.Smoking

- a) A smoke-free policy including vaping is in effect for all indoor common areas including the parking garage and storage areas.
- b) Cigarette butts must be disposed of properly and not left on the lawn or other areas.

22. Sprinkler System

- a) Do not tamper with, destroy or disable any portion of the sprinkler system.
- b) Fire laws require an 18 inch clearance below the sprinkler heads.
- c) Do not hang anything on the sprinkler head or block sprinkler control valves.
- d) Do not obstruct the sprinkler connections outside the building.

23. Storage Areas

- a) No flammable or combustible materials are to be stored in the storage lockers.
- b) Freezers, refrigerators, electric vehicles or any on-going electrical devices cannot be connected in the storage area without prior approval of the Board and may be subject to a fee.
- c) Electric cords (there is one outlet in each wing) may be used when homeowners are present and they must be vigilant that it does not impede people walking or cars in the driveway.

24. Television/Satellite / Dish Services

- a) Per FCC rules, Satellite (dish) TV can be installed by the owner, provided that a signal can be obtained from the individual owner's property. The owner must obtain approval from the Board of Directors for dish placement prior to installation. Satellite dishes cannot be attached to any common area, including the roof, exterior walls or neighboring patios/balconies.

25. Unit Maintenance

- a) A unit owner may make any improvements or alterations within his or her unit that do not impair the structural integrity or lessen the support of any portion of the condominium and that do not create a nuisance substantially affecting the use and enjoyment of other units or the common elements. Any structural alterations may not be made without permission of the Board of Directors of the Association. If such a request is made, the unit owner shall be required to pay all reasonable costs in connection with the Board's review of any plans, including, but not limited to, engineering, architectural and / or attorney fees.
- b) Installation of flooring including carpeting in the second and third floor units can damage the heating system. Unit owners wishing to install flooring must sign the Association's Flooring Installation Agreement (copy to be obtained from the Board or property manager) and return the signed Agreement to the Board of Directors prior to commencement of any work related to tear out and replacement of flooring. Unit Owners must contact the Board before installing flooring. All construction / remodeling materials must be disposed of off-site, not in dumpsters in the basement, including but not limited to carpeting, cabinets, appliances, etc.
- c) The Unit Owner represent and warrant that they have adequate insurance coverage.

26. Violations/ Fines

- a) To be considered by the Board of Directors for assessment of fines, violations of rules must be reported to the Board of Directors in writing and signed. The Association will have a Rules Committee who will tour the property on a quarterly basis (after being announced to the owners in advance of the tour), and who will report observed violations to the Board of Directors.
- b) Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.
- c) The following is a schedule of the fines that will be imposed for non-compliance with the Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):

WRITTEN WARNING for a Unit Owner or resident's first violation of the Condominium Documents. In addition, a member of the Board or the Property Manager 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.

FIFTY DOLLARS (\$50.00) shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents. The second violation does not need to be the same violation as the first violation in order for the \$50 fine to be assessed.

ONE HUNDRED DOLLARS (\$100.00) shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.

Notwithstanding paragraphs (a -c) immediately above, **FIVE HUNDRED DOLLARS (\$500.00) 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. *(i.e. if alterations are made that cannot be restored to their original state.)*

d) Attorney Fees

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.

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

e) GRIEVANCE COMMITTEE RULES AND PROCEDURES:

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.

- 1 The Grievance Committee shall consist of five (5) members at large of the Association (one from each wing and one from the Rules Committee) who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.
- 2 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.
- 3 For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.
- 4 Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.
- 5 Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:

- a) A letter shall be sent by certified mail, return receipt requested, informing all parties
 - Of the time, place and date of a hearing before the Grievance Committee.
 - Of the right to counsel.
 - That evidence shall be received and a record made whether or not the party complained against attends.
- b) The hearing shall be divided into two (2) sections:
 - The hearing section which shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.
 - The determination and decision section which 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.
- c) 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.
- d) 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.
- e) 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:
 - The award was procured by corruption, fraud or undue means;
 - There was evident partiality or corruption on the part of the Grievance Committee, or any of them;
 - The member of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause show, 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;
 - 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.
- g) The fines and fining process described above is not a waiver of other remedies, including actual damages. Fines are due no later than thirty (30) days after fine is levied, and unpaid fines shall be a lien against the unit ownership and may be foreclosed upon as provided by law.
- h) The Association may apply to a court of competent jurisdiction to obtain injunctive relief to enforce this section, and the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be determined by the court.