

# **Bridlewood Condominium**

## **RULES & REGULATIONS OF BRIDLEWOOD CONDOMINIUM ASSOCIATION, INC.**

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**OF**  
**BRIDLEWOOD CONDOMINIUM ASSOCIATION, INC.**

The following rules and regulations are adopted by the Board of Directors of Bridlewood Condominium Association, Inc., for the purpose of assuring that the Condominium is operated in an efficient and orderly manner to create a pleasant living environment.

**ARTICLE I**  
**GENERAL**

**1.01 Applicability to All Residents.** All rules and regulations shall apply to and shall be complied with by all Unit Owners, residents within Units and their guests, families, invitees, and tenants.

**1.02 Definitions.** All capitalized terms not defined herein shall have the definitions assigned to such terms by the Declaration of Condominium for Bridlewood (the "Declaration").

**1.03 Vacant Units, Access.** If a Unit is to be vacant for 30 days or more, the Unit owner must (a) inform the Board and/or property manager in advance of the vacancy of the name and contact information of a local person who has a key to the unit in the event access is needed; and (b) have that local keyholder check on the unit on a regular basis during the vacancy.

**1.04 Winter heating.** Whether occupied or vacant, all units shall be heated to at least 60 degrees Fahrenheit during the winter months

## **ARTICLE II**

### **ASSESSMENT AND ASSESSMENT COLLECTION**

**2.01** The regular monthly assessments, as and for the payment of common expenses as determined by the Board pursuant to Article 7 Section 2 of the By-Laws of Bridlewood Condominium Inc., are due on or before the first day of each month. Any assessment or installment not paid within ten (10) days of its due date shall be delinquent and subject to a fine as determined by the Board pursuant to Article 7 Section 2 of the By-laws of Bridlewood Condominium Inc.

**2.02** Special assessments, as levied from time to time by the Board, and/or the installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit owners informing of the levied special assessment pursuant to Article 5 Section 3 (2) (i) of the By-laws of Bridlewood Condominium Inc. Any assessment or installment not paid within ten (10) days of its due date shall be delinquent and subject to a fine as determined by the Board pursuant to Article 7 Section 2 of the Bylaws of Bridlewood Condominium Inc.

**2.03** Payments tendered with future dates (postdated) are not allowed and will not be accepted by the Association. The actual date of the Association's receipt of a payment shall control whether payment was made timely. Any costs incurred by the Association as a result of the return of a unit owner's payment due to insufficient funds, or other similar reason, shall immediately be assessed to the Unit owner's account and therefore against the Unit owner's unit, until such costs are reimbursed to the Association by the Unit owner, provided that the cost shall not be less than \$50.00. No statement of "payment in full," "accord and satisfaction," or similar notation on or accompanying any payment shall be binding on the Association.

**2.04** An automatic assessment of \$50.00 shall be made to a Unit owner's account, and therefore, against the Unit owner's unit in the event any assessment whether regular or special, whether an installment or otherwise, is not received by the association by the tenth (10) day after its due date. This automatic additional assessment shall be made upon each failure by the Unit owner to remit good and timely payment of any assessment or installment thereof.

**2.05** The Management company and/or Association treasurer shall provide the Unit owner with written notice of each automatic additional assessment and the resulting balance owed by the Unit owner. The Management company and/or Association treasurer's failure to provide said notice and/or the Unit owner's failure to receive said

notice shall NOT affect, in any fashion, the imposition of such automatic additional assessment. The resulting new balance owed by the Unit owner must be paid in full within ten (10) calendar days of the date on which the automatic additional assessment was made pursuant to Section 2.04 above, to prevent further and/or additional collection procedures.

**2.06** The unit owner's right to be recognized and heard at all meetings of the Association, whether member's meetings or open Board of Director's meetings, shall automatically be suspended upon the Unit owner's failure to pay any resulting new balance owed by the Unit owner, in full, on or before the date due, as determined in Section 2.05 above. Such suspension shall remain in effect until any and all moneys owed, as provided herein, are paid in full.

**2.07** An automatic additional assessment of \$100.00, as and for additional costs incurred by the Association to recalculate and adjust the Unit owner's account, shall be made to the Unit owner's account and therefore, against the Unit owner's unit in the event the Unit owner fails to remit, in full, by the due date any resulting balances owed pursuant to Section 2.05 above. The Management company and/or Association treasurer shall NOT be required to notify the Unit owner of the imposition of said automatic additional assessment.

**2.08** Upon the assessment of the amount stated in Section 2.07 above, the Management company and/or Association treasurer shall immediately refer the delinquent Unit owner's account to legal counsel for the Association. Said legal counsel shall cause a Statement of Condominium Lien to be filed against the Unit owner's unit, (or other such method of collection so advise by legal counsel) securing all amount then owed to the Association and all amounts permitted under the laws of the State of Wisconsin, the Declaration of Condominium, the Association By-Laws, and these Rules and Regulations. As permitted by the Declaration or Bylaws said filing of Lien or other legal recourse will be made at the direction of the Board of Directors but mat be signed by either a director or the management company representative. Once the Unit owner's account has been referred to legal counsel, all payments of the Unit owner's account must be submitted to such legal counsel for proper application of same. In the event a Unit owner submits to said legal counsel a payment which is thereafter returned due to insufficient funds, or other similar reason, the Unit owner's account and, therefore the Unit owner's unit, shall be automatically assessed \$100.00 as and for additional costs incurred by the Association in consulting with legal counsel to recalculate and adjust the Unit owner's account. Upon the assessment as provided herein, the Unit owners right to vote at all meetings of the Association, whether member meetings or open Board of

Directors meetings shall automatically be suspended. Such suspension shall remain in effect until any and all moneys owed, as provided herein, are paid in full.

**2.09** An automatic second additional assessment of \$160.00, as and for additional costs incurred by the Association to recalculate and adjust the Unit owner's account, shall be made to a Unit owner's account, and therefore, against the Unit owner's unit upon the commencement of litigation against the Unit owner for the collection of any amount owed to the Association. All costs incurred by the Association's legal counsel or advanced by the Association, with respect to prosecuting said litigation, including, but not limited to lien filing fees, court costs, post judgment supplemental costs and interest, shall be automatically assessed to the Unit owner's account and therefore, against the Unit owner's unit.

**2.10** Upon the Association's referral of a Unit owner's account to legal counsel for collection, the balance owed by the Unit owner, together with all subsequent accruing and/or additional assessments, shall incur interest at the rate of eighteen percent (18%) per annum (or the highest legal limit allowed at such time, whichever is less), until the Unit owner's account is paid in full. Said interest shall relate back to and commence from the date on which the oldest owed assessment became due. All payments upon a Unit owner's account shall first be applied to the interest accrued, if any, and then to assessments in the order in which they were assessed.

**2.11** In the event the Association utilizes the services of a professional management company to which Assessments are remitted by the Unit owners or which is otherwise responsible for accounting of paid and unpaid assessments or notifying the Unit owners of the balance of Unit owner's account or the enforcement of any provisions of the Declaration, By-Laws and/or these Rules and Regulations, all requirements or duties of the Association Directors and/or Officers shall be the requirements or duties of the management company so retained by the Association.

## **ARTICLE III USE RESTRICTIONS**

**3.01 Residential Use.** No unit owner shall occupy or use his/her unit or the Limited Common Elements appurtenant thereto or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, or the owner's lessees or guests. If a unit is not leased as allowed in Section 3.02 below, the unit must be owner occupied. No trade or business shall be conducted on the condominium property or from any unit with the exception of businesses which do not produce traffic, i.e., computers, etc. and have obtained approval of the Board of Directors of the Association, as well as compliance with the local ordinance.

**3.02 Leasing Restrictions.** All units are subject to the following leasing restrictions

- a. An owner of a unit must occupy the unit for at least one (1) year before the unit is eligible for leasing
- b. Only 5% of the units shall be allowed to be leased at any given time (the "Leasing Limit")
- c. Hardship exceptions as set forth in Article 9, Section 2, ii of the By-laws. Hardships include, but are not limited to, deployment, death of spouse, caring for loved one
- d. Any unit owner (title holder of property) that chooses not to occupy the property as their primary residence must provide a copy of the lease, disclose the names of all tenants, email address of all tenants, phone number of all tenants, vehicle(s) make & model, vehicle(s) license plate number, number and kind of pets.
- e. Sub-leases are not allowed.
- f. An exception to the Leasing Limit and Owner Occupancy requirement is granted to the units being rented at the time of adoption of the amended and restated By-Laws (the "Grandfathered Units"). When a Grandfathered unit is sold, conveyed or title otherwise transferred, or the Unit is removed from the rental program the unit will no longer be Grandfathered and will be subject to the leasing limits and owner occupancy requirements. Once a unit is no longer Grandfathered, it will not be eligible again for leasing until a place becomes available within the leasing limit.

**3.03 Animals.** No reptiles, rodents or uncaged birds shall be permitted within the Condominium. Animals may be permitted subject to such restrictions set forth by the City of Hartford ordinances. Unit owners may keep no more than two (2) animals per unit; provided, however, that:

- a. The following list of breeds are not allowed unless the dog is registered as an emotional support or service dog. If the dog is registered as an emotional support or service dog evidence must be provided.
  - i. Pitbull
  - ii. Staffordshire Terriers
  - iii. Rottweilers
  - iv. German Shepherds
  - v. Presa Canarios
  - vi. Chows Chows
  - vii. Doberman Pinschers
  - viii. Akitas
  - ix. Wolf-hybrids
  - x. Mastiffs
  - xi. Cane Corsos
  - xii. Great Danes
  - xiii. Alaskan Malamutes
  - xiv. Siberian Huskies
- b. The animal is not permitted on any of the Common Elements while tied to a lead/tie-out, unattended by a responsible adult or unleashed.
- c. The individual attending the animal immediately disposes of any and all of the animal's solid waste in a manner prescribed by the Association
- d. The owner of the animal complies with such rules of animal ownership as may be promulgated by the Association
- e. The animal must immediately and permanently be removed from the Condominium if, in the sole judgment of the Board of Directors, any animal is or becomes offensive, a nuisance or harmful in any way to the Condominium or those owning or occupying therein, or otherwise violates the terms of this Section or rules promulgated under #d of this section
- f. Any and all costs of repairing damage caused by an animal shall be borne by its owner
- g. Any owner failing to comply with this Section shall be subject to a monthly animal fee in compliance with Article 9, Section 2 of the By-laws
- h. Upon purchase of a new pet, owners are requested to notify the Management Company to provide the following descriptive information...pet name, size, color, breed and license number.

**3.04 Alteration, Construction or Removal.** Nothing shall be altered or constructed in or removed from the Common Elements and facilities, except upon the written consent of the Board of Directors of the Association.

**3.05 Damage to Common Elements.** Damages to the Common Elements caused by a resident or visitors of a resident or an agent of a resident shall be the responsibility of the Unit Owner or the person causing such damage.

**3.06 Maintenance of Unit.** Each Unit owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender. The owner of each Unit shall at its cost: (a) perform routine maintenance, repair and replacement of all the components or installations within or used by the unit so that the same are in good condition, including but not limited to, all utility lines and installations, the heating and air conditioning system for the Unit, the radon mitigation system for the Unit, if any (for those two-Unit buildings that share a radon mitigation system, any needed maintenance, repair, and replacement shall be performed cooperatively by the affected Unit Owners with the cost shared equally between the two.

If there is a dispute between the two Unit Owners related to the radon mitigation system, the dispute should be brought to the Board who will resolve the dispute in its sole discretion), fixtures, appliances, interior surfaces of the perimeter walls of the Unit and all other walls within the Unit, flooring and ceilings, windows, window frames and doors and door frames, including all glass and locks in windows and doors; (b) paint and decorate all walls and surface areas of the Unit; (c) bear the financial responsibility for the repair and replacement any portion of the Common Elements damaged through the fault or negligence of such owner or such owner's family, guests, invitees or tenants or any other occupants of the Unit; (d) be responsible for the reasonable security and safety of such Unit and shall be liable for damages caused to any other Unit(s), or the Common Elements, to the extent not covered by insurance, as a result of a breach of such security; and (e) keep the patios, decks or balconies, if any, appurtenant to the Units in a clean and neat condition, clear of snow, ice and water. The Association is responsible for performing all other maintenance, repair, and replacement of patios, decks, and balconies as needed at the discretion of the Board, and the cost of the same may be assessed to the Unit Owner to whose Unit the maintenance, repairs, or replacement is appurtenant. The deck/balconies shall be stained with Pittsburgh Paramount Stain with the color of Rustic Cedar. With respect to vents that only serve a single Unit, the Association shall be responsible for maintaining, repairing, and replacing the exterior-facing vent cover, but all other maintenance, repair, or replacement needed with respect to the vent is the responsibility of the Unit Owner. If repairs to Common Elements are required as a result of a Unit owner's actions as set forth in (a) - (e) herein, the Association shall have the right and obligation to repair such Common Element, but shall levy an assessment against the responsible Unit owner for all costs incurred therefor in excess of any insurance proceeds received and applicable thereto

**3.07 Obstructions in the Common Elements.** No owner shall cause or permit the Common Elements to be used as to deny others the full use of the Common Elements.

**3.08 Noxious Activity.** No use or practice shall be permitted on the Condominium Property which, in the opinion of the Board of Directors, is immoral, improper, unlawful, noxious, offensive, or constitutes an unreasonable annoyance or nuisance to other Unit Owners or occupants, or which violates the Declaration, By-Laws, or these Rules and Regulations.

Without limiting the foregoing, any conduct prohibited under **Section 10.05 (Resident Conduct and Communications)** shall constitute a noxious or offensive activity and shall be subject to enforcement under Articles VI, VII, IX, and Section 10.05 of these Rules and Regulations.

**3.09 Noise, Music, Noxious Activity.** Please be courteous to your neighbors regarding noise and music. No noxious or offensive activity shall be carried on/in any unit or in the commons nor shall anything be done therein which may be or become an annoyance or nuisance to others.

**3.10 Storage.** The Board of Directors of the Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements. No materials prohibited by law or local ordinance may be stored in any of these areas.

**3.11 Waste.** Accumulation of waste, litter, excess or unused building materials or trash is prohibited, and garbage containers shall be situated only in designated areas.

**3.12 Block Parties.** No block parties can be held without the consent of the Association. If you are having a large party, please notify the Board of Directors of the Association with the date/time/place.

**3.13 Garage Sales and Estate Sales.** Any sale that creates outside traffic to enter the Condominium Association is prohibited.

**3.14 Clubhouse Rules.**

- a. The Clubhouse is for the use of all Bridlewood owners. Please be respectful of other residents by cleaning up after yourself.
- b. Clubhouse hours are 6:00 am – 12:00 am

- c. Clubhouse capacity is limited to 89 people in the Gathering room and 37 people in the Billiard room.
- d. Clubhouse rentals are available for a fee. See Rental Agreement, Rental Checklist and Rental Process documents. The resident and/or owner must remain with the party at all times and the will be responsible for the actions of the guests.
- e. Rental of the Clubhouse DOES NOT include the Pool or Fitness Center, and are off limits to guests during the rental period. The Pool, Fitness Center and Restrooms will remain open to other Bridlewood owners during a rental.
- f. Clubhouse front and back door should be locked at all times, except during an event.
- g. Residents who reserve the clubhouse must clean or make arrangement to have it cleaned after the commencement of the rental period. A vacuum, broom and mop are located in the closet near the billiard room for your use.
- h. There is no garbage pickup at the Clubhouse; please take any garbage/recyclables with you for disposal.
- i. Tables and chairs are available for your use while in the clubhouse; the are located in the coatroom and closet near the library.
- j. All doors and windows must be closed and locked, lights, fans, TV and stove/oven turned off when leaving
- k. Furniture must be put back in its original configuration
- l. Loud excessive noise is prohibited in clubhouse or fitness room.
- m. Thermostats within the clubhouse are not to be tampered with by residents or guests.
- n. Vaping or smoking withing the clubhouse is prohibited
- o. No residents may operate a business out of the clubhouse or use the clubhouse for business appointments
- p. No underage drinking is permitted in the clubhouse
- q. No wet suits or towels in the Clubhouse.
- r. Clubhouse is not to be used as entrance to pool.
- s. No personal items are to be left or stored in or outside the clubhouse.
- t. All individuals must be at least 18 years of age to use the clubhouse, pool, or fitness center without being accompanied by an adult owner.
- u. Pets and animals are prohibited in the clubhouse.
- v. No equipment from the clubhouse is to be removed at any time.

**3.15 Pool Rules.** In addition to the rules posted at the pool, all people in the pool area must abide by the following rules.

- a. Pool hours are 9:00 am to Dusk
- b. There is NO Lifeguard on duty at any time. All users may swim at their own risk.
- c. NO glass in pool area
- d. Drinks, food, or gum are NOT allowed in the pool or within 12 feet from the edge of the pool.
- e. The gate to the pool area must be closed at all times and locked by the last person to leave the pool area.
- f. All unit owners must have their own pool key
- g. There are no garbage cans; please take any garbage with you for disposal
- h. If restroom is needed, use the outside pool bathroom (same key as clubhouse). No wet suits or towels in the clubhouse
- i. Please limit your guests to a reasonable number, in consideration and respect of other owners.
- j. Crank down sun umbrellas when you are finished using them
- k. Swim diapers are required for all children who wear diapers
- l. Clubhouse rental does not include pool area.
- m. Smoking, vaping or using any form of tobacco is prohibited in the pool area.
- n. Pets and animals are prohibited in the pool area
- o. Loud excessive noise is prohibited.
- p. All individuals must be at least 18 years of age to use the clubhouse, pool, or fitness center unless accompanied by an adult owner.
- q. No equipment from the pool is to be removed at any time.

**3.16 Fitness Center Rules**

- a. Fitness Center hours are 6:00 am to 12:00 am
- b. The Fitness Center door should be closed and locked at all times
- c. Please wipe down all equipment before and after use. It is essential that this area remain clean and sanitized after each use.
- d. Remove street shoes and change to inside shoes prior to entering the fitness room. Clean, closed-toe, rubber-soled athletic sneakers are suggested to ensure safety and maintain floor hygiene. Prohibited footwear includes street shoes, boots, sandals, flip-flops, and dirty shoes.
- e. No personal items shall be left in the fitness room.
- f. Lights, fans and equipment are to be turned off when leaving the fitness room.
- g. Report any problems with equipment in the fitness room through the Ogden portal.

- h. Use of the fitness room is at your own risk.
- i. All individuals must be at least 18 years of age to use the clubhouse, pool, or fitness center unless accompanied by an adult owner.
- j. No equipment from the fitness center is to be removed at any time.

## **ARTICLE IV APPEARANCE**

### **4.01 Landscaping**

- a. Dark brown is the approved mulch color for all beds. No mulch shall be used that is not dark brown.
- b. No vegetable plants or annuals are to be planted directly in the ground. Potted/raised gardens are allowed on patios and mulched areas.
- c. Potted flower plants in mulch areas are allowed (no whiskey barrels or wheelbarrows). These plants must be maintained by the unit owner. Maximum limit is five pots.
- d. Potted plants on upper balconies must be secured and have a protective saucer under the pot. Excessive watering of plants that overflow on the decking could result in damage to the decking. Any damage will be the responsibility of the unit owner causing the issue.
- e. Hanging baskets are only allowed on a shepherd's hook in the mulched areas. Hanging baskets on second floor balconies/raised decks are only allowed if the means to hang them are not permanently attached to the building.
- f. Bird baths – mulched areas only with a limit of one bird bath.
- g. Bird feeders - mulched areas only with a limit of one bird feeder.
- h. Bird houses - mulched areas only with a limit of one bird house.
- i. Yard art - mulched areas only with a limit of three.
- j. Grassy areas are to remain clear of anything that would impede the lawn service from performing their job per our contract with them.
- k. Each building type has standard plantings. Any alteration from the original plantings will result in the beds not being maintained or treated by the lawn care service.

### **4.02 Decorations**

- a. **Door Decorations.** Door decorations are permitted and should be in good taste. Displayed door ornaments should not display a negative or derogatory message (may include but not limited to greets, seasonal, holiday, other ornaments). To minimize damage to the doors, over the door hangers or magnetic hooks are

permissible. Permanent mounting into or onto the exterior of the door is prohibited.

**b. Outdoor Decorations**

- a. Outdoor holiday decorations on decks/porches should be done tastefully and displayed/removed on a timely basis. Any lighting displays should be lit only during the appropriate holiday season (i.e., no Christmas lights turned on after the 2nd week in January).
- b. Lights on bushes/trees are allowed. Minimal lighting in these areas is acceptable.
- c. Spotlights are not allowed.
- d. String lights may be used provided there are no permanent attachments made to the exterior of the buildings.
- e. Additional lawn decorations are allowed; however, the use of these types of decorations should be minimal and in good taste. In small areas, one or two figurines/trees are permitted. An entire store-like display of multiple figurines, excessive lighting, or large inflatable figures is not permitted.
- f. During late spring and summer seasons, lawn ornaments are prohibited in the common areas as they may obstruct the grounds crew in maintaining the complex common areas.
- g. Lights are not permitted to cross sidewalks and/or driveways. Wires must be inspected by the owner to ensure there are no electrical issues that could cause fire or damage to the surrounding areas.
- h. No cords are permitted to cross driveways, sidewalks, or main entrance ways.

**4.03 Exterior Fixtures.** No permanently mounted fixture may be mounted on the exterior of a unit owner's structure without prior consent from the Board of Directors of the Association.

**4.04 Signs.** No owner may erect, post or display posters, signs or advertising material on the Common Elements or at locations within a unit which are visible from the Common Elements. Political signs are only allowed to be displayed from the inside of the owners unit and the size may not exceed 24" x 24"

**4.05 Antennas.** No antennas, aerials or cables for television or radio reception shall be erected or installed on or in any roof or any other portion of the Condominium without Board approval.

**4.06 Temporary Structures.** No structure, trailer, tent, shack or barn, temporary or otherwise, except for those maintained by the Association, shall be placed or maintained on any portion of the Condominium

**4.07 Grills.** No grills shall be used or stored on patios, decks or balconies unless they are of the type using cover in place while in use.

**4.08 Patios, Decks and/or Balconies.** Not to be used for storage of any kind, including but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons. Nor shall be used for the drying or airing of laundry, carpets, rugs or clothing. Hot tubs are not allowed on patios, decks, add/or balconies.

**4.09 Protrusions.** No awnings, enclosures, storm windows or doors shall be installed on patios or balconies. A porch shade has been approved by the Architectural Control Committee. The approved porch shade is Budget Blinds Signature Series Roller/Solar Exterior color SS Oracle 3% Quill Gray with inside mount. Owners must comply with the approved shade.

**4.10 Flags.** Owners must comply with the following rules and guidelines for flag etiquette and location.

- a. Comply with the "Guidelines for Display of the Flag and Mounting Location" an approved by the Architectural Control Committee
- b. Size of flag – 3' X 5'
- c. Size of flagpole – 6'
- d. Color of flagpole and mounting bracket – White if metal or wood
- e. Mounting bracket is to be used for only displaying the American Flag
- f. LED flagpole solar powered light with 1,300 lumens for night use

**4.11 Fire pits.** Open flame smokeless fire pits and heaters and any devices for facilitating wood burning fires are prohibited.

**4.12 Storm Door.** The approved storm door is Larson 146 FV- Full Lite Storm Door with Retractable Screen. – White. Owners must comply with the approved storm door.

## **ARTICLE V**

### **VEHICLE RESTRICTIONS**

**5.01 Obstructions.** Driveways shall not be used for any purpose other than the ingress and egress to and from Units and parking of unit owners/guests' vehicle

**5.02 Parking**

- a. Guest Parking. Resident vehicles cannot be parked in visitor parking for more than 24 hours. Resident vehicles that are parked without the advanced notice to the Board of Directors will be towed.
- b. Resident Parking. All unit owners are provided with 2-4 designated parking spaces, 1 or 2 in the garage and 1 or 2 on their driveway. Owners must park their vehicles in their garage or driveway.
- c. Junked, inoperative or unlicensed vehicle shall not be permitted anywhere on the Condominium
- d. Trailers, commercial/work vans, commercial/work trucks, campers, camping trucks, house trailers, boats, boat trailers, motorcycles, mopeds, motorized bikes, snowmobiles or land vehicles or the like shall not be stored, parked or placed on the Condominium.
- e. For purposes of this restriction, commercial vehicles shall be defined as vehicles displaying signage, including but not limited to logos, company names, or decals, and/or vehicles equipped with commercial-related equipment such as ladder racks, toolboxes, light bars, or similar apparatus, as determined at the sole discretion of the Board of Directors

**5.03 Bikes/Recreational Equipment.** Unit Owners shall keep bikes and other recreational equipment in their Unit and not stored in the Common Elements.

**5.04 Garage Doors.** As a security precaution garage doors should be kept closed when the garage is not being used or the homeowner is not home. This will help avoid/prevent rodent and burglary entry into unit owner's residence.

**5.05 Vehicle Repairs.** No vehicle maintenance or repairs shall be allowed anywhere outside of the unit.

## **ARTICLE VI RULE VIOLATIONS**

**6.01** Each member shall be responsible for the violations of and/or noncompliance with the By-Laws, rules and regulations, covenants, conditions or restrictions committed by the member, any individual of the member's household, any occupant of the member's unit, any tenant or sub-tenant of the member's guest or visitor or the member's occupants' guest or visitor.

**6.02** All members and occupants of members units shall report, in writing, any alleged violation of or non-compliance with the By-Laws, rules and regulations, covenants, conditions or restrictions as required hereunder.

**6.03** Upon the Board of Directors receipt of information regarding an alleged violation of or non-compliance with any By-Laws, rules and regulations, covenants, conditions or restrictions, by any member, the Board and/or Property Management company shall furnish written notice to the member by personal delivery or by regular mail to the member's last know mailing address informing the member of the alleged violation or non-compliance and the possible imposition of a fine.

**6.04** Any member who shall consider that he or she is unfairly accused of violation of or non-compliance with any rule or is justified otherwise, shall be entitled to a hearing before the Board which shall designate an impartial referee for the hearing of evidence, all to the end that members enjoy due process and the right of hearing in respect of any claim of violation. In the case of any such proceedings, the costs thereof, if any, shall be borne by the member requesting the hearing, unless it is found by the impartial referee that the Board proceeded in bad faith or without substantial cause.

**6.05** The notice furnished by the Board of Directors informing the member of the alleged violation or non-compliance shall contain the following:

- a. The name of the member.
- b. The date of delivery of the notice upon the member.
- c. The date(s) of the alleged violation, if applicable.
- d. A description of the rule(s) and regulation(s) allegedly violated.
- e. The amount of the fine(s) that can result.
- f. A description of what procedure the member must take, if any, to cure the violation(s) and state the requirement of written intent to cure be made to the President and/or Property Management company within ten (10) days

- g. Information regarding the members right to demand a hearing
  - 1. The member has seven (7) days in which to make his demand
  - 2. Such demand must be in writing.
  - 3. Such demand must be made upon the President and/or Property Management company
  - 4. Failure to make such demand within the required period shall constitute a waiver of the right and consequently the stated fine, if any, will be assessed against the member, together with any cost and reasonable attorney fees incurred, and shall constitute an assessment upon the members unit
  - 5. The costs of the hearing will be borne by the member unless the impartial referee determines that the board proceeded in bad faith or without substantial cause.

**6.06** If the member, within seven (7) days after receipt of said notice, fails to demand a hearing on the alleged violation by written notice delivered to the President and/or **Property** Management company, the Board shall Assess the fine specified in the publication of the rules and regulations. This fine and any costs, including but not limited to attorney fees, incurred by the Association in collecting same shall constitute an assessment as said term is utilized in sub-sections 3 through and including 9 of section 703.16 WI Stats. Unpaid fines shall incur interest at the rate of interest provided in Article II, 2.10 of these Rules and Regulations.

**6.07** Upon a members failure to demand a hearing and after the required period of time given the member to make such a demand, or upon a finding, by the impartial referee, of actual violation if the member has timely demanded a hearing, the Board and/or the Property Management company shall notify the member in writing, by regular mail, of the imposition of the fine. The notice shall inform the member that failure to pay the fine within seven (7) days shall cause the fine and any costs of collection related thereto to constitute an ASSESSMENT UPON THE MEMBERS UNIT. The fine, together with any collection costs, shall incur interest at the rate of interest provided in Article II, 2.10 of these Rules and Regulations.

## **ARTICLE VII**

### **AVAILABLE REMEDIES AND FINES**

**7.01** The following is a schedule of the fines that will be imposed under these rules and regulations, pursuant to the provisions hereof, as a result of a member's violation of or non-compliance with the By-Laws, rules and regulations, covenants, conditions or restrictions.

- a. **A WRITTEN WARNING for a member's first violation** of or non-compliance with a specific By-Law, rules and regulations, covenant, condition, or restriction.
- b. **FIFTY DOLLARS (\$50.00) for a second violation** of or non-compliance with a specific By-Law, rules and regulations, covenant, condition, or restriction for which the member received a written warning pursuant to paragraph (a) immediately above.
- c. **ONE HUNDRED DOLLARS (\$100.00) for each successive violation** of or non-compliance with a specific By-Law, rules and regulations, covenant, condition or restriction for which the member received a written warning pursuant to paragraph (a) immediately above and incurred the imposition of the fine prescribed in paragraph (b) immediately above.
- d. Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS (\$500.00) for each violation** of or non-compliance with a specific provision of the Declaration, By-Laws, rules and regulations, covenants, conditions or restrictions, when, in the 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 unit owner's non-compliance with more than one provision of the Declaration, By-Laws, rules and regulations, covenants, conditions, or restrictions.
  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 by the Unit Owner that cannot be restored to their original state)
  5. The violation involves harassment, intimidation, threats, interference with Association operations, or abusive conduct prohibited under Section 10.05

**7.02** In addition to the provisions of Section 1 thereof, the remedy provisions of By-Law Article VII, Section 1 shall remain available to the Association.

## **ARTICLE VIII AMENDMENTS**

**8.01** This document may be amended at any time by the Board of Directors of the Association.

## **ARTICLE IX ENFORCEMENT**

**9.01** The foregoing rules and regulations and other rules and regulations adopted by the Board of Directors of the Association shall be enforced by such means as the Board of Directors of the Association deems necessary and appropriate, including recourse to civil authorities, court action, if necessary, and monetary fines of not less than \$50 per violation to be charged and assessed against the owners of units who violate or whose guests or unit occupants violate such rules and regulations. Such fines shall be charged and assessed against the subject unit and may be enforced and collected as an assessment for common expenses, including the foreclosure of a lien, therefore.

## **ARTICLE X MISCELLANEOUS PROVISIONS**

**10.01 Conflict.** The above rules and regulations, and those which may be hereafter adopted by the Board of Directors of the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations and easements set forth and referenced therein shall govern.

**10.02 Current Membership List.** The Secretary serving on the Board of Directors of the Association and the Property Management company shall maintain a current Membership List showing members pertaining to each unit, the address to which notice of meetings of the Association shall be sent, and the person designated to cast the vote pertaining to such unit.

**10.03 Increase of Insurance Rates.** Nothing shall be done or kept in any unit or in the commons which will increase the rate of insurance on the Common Elements, without the prior consent of the Association. No unit owner shall permit anything to be done or kept in his/her unit or in the Common Elements which will result in the cancellation of

insurance on any unit or any part of the Common Elements, or which would be in violation of any law or ordinance.

#### **10.04 Management.**

- a. No Unit Owner or occupant of a Unit shall direct, supervise, interfere with, obstruct, delay, harass, or otherwise attempt to control any Association contracted worker(s), vendor(s), management representative(s), or other individual performing work or services on behalf of the Association. Questions or concerns regarding workmanship, performance, or conduct shall be submitted to the Board of Directors or the Property Management Company. Unit Owners shall not interfere with the performance of any work authorized by the Board of Directors..
- b. In the event the Association utilizes the services of a professional management company, all notices and/or requests to the Association, the Board of Directors or any officer(s) referenced herein shall be sent to the management company. All notices and/or requests from the Association, the Board of Directors or any officer(s) referenced herein shall be sent by the management company.

#### **10.05 Resident Conduct and Communications**

**a. Respectful Conduct.** All Unit Owners, residents, tenants, occupants, family members, guests, invitees, contractors, and visitors shall conduct themselves in a respectful and courteous manner while on the Condominium Property and when communicating with the Board of Directors, the Property Management Company, Association employees, contractors, vendors, volunteers, and other residents.

**b. Prohibited Conduct.** The following conduct is prohibited:

1. Verbal abuse, intimidation, threats, harassment, coercion, discrimination, or physical aggression directed toward any Unit Owner, resident, Board member, Property Management representative, employee, contractor, vendor, volunteer, or guest.
2. The use of profanity, obscene language, personal insults, abusive remarks, defamatory statements, or threatening communications directed toward any individual acting on behalf of the Association or residing within the Condominium.
3. Repeated or excessive communications concerning the same issue after the Association has provided a response, where such communications become unreasonable, disruptive, or interfere with the orderly administration of Association business.
4. Excessive telephone calls, emails, text messages, written correspondence, social media communications, or uninvited in-person visits intended to intimidate,

- harass, disrupt, or interfere with the Board of Directors, Property Management Company, contractors, vendors, employees, volunteers, or other residents.
5. Knowingly publishing or distributing false, malicious, or defamatory statements regarding the Association, its Board members, Property Management Company, contractors, vendors, employees, volunteers, or residents for the purpose of harassment, intimidation, or disruption of Association operations.
  6. Confronting, directing, supervising, interfering with, delaying, obstructing, or harassing any contractor, vendor, maintenance personnel, inspector, or management representative while performing work authorized by the Association. Any concerns regarding contractor performance shall be reported to the Board of Directors or the Property Management Company.
  7. Disruptive conduct during Annual Meetings, Special Meetings of the Members, Board Meetings, committee meetings, or other Association functions that interferes with the orderly conduct of business, including repeated interruptions, abusive language, intimidation, refusal to comply with established meeting procedures, or conduct that prevents the Board from conducting Association business.

**c. Communications with the Association.**

Owners are encouraged to consolidate multiple questions or concerns into a single communication whenever practical. Once the Board of Directors or the Property Management Company has investigated and responded to a concern, repetitive communications regarding the same issue without new or materially different information may be considered excessive under this Section.

Nothing contained herein shall prohibit a Unit Owner from exercising any rights provided under the Declaration, By-Laws, Wisconsin Statutes, or these Rules and Regulations, including reporting maintenance concerns, reporting violations, requesting records as permitted by law, or otherwise communicating legitimate Association business.

**d. Enforcement.**

Violations of this Section shall constitute violations of the Association's Rules and Regulations and shall be subject to the notice, hearing, due process, and enforcement procedures set forth in Articles VI, VII, and IX of these Rules and Regulations.

In determining the appropriate remedy or fine, the Board of Directors may consider the nature, severity, frequency, and impact of the conduct, whether the conduct was intentional or malicious, and whether it constitutes a continuing pattern of behavior.

Nothing contained herein shall limit the Association's right to seek injunctive relief, recover damages, contact law enforcement, or pursue any other remedy available under the Declaration, By-Laws, Wisconsin law, or other governing documents.

#### **10.06 Security.**

- a. No soliciting or selling, including door to door soliciting of any type shall be permitted in any part of the Common Elements without prior written approval of the Board of Directors.
- b. Each unit owner shall be responsible for maintaining not less than one (1) fully operational smoke detector on each floor of their unit at all times.
- c. Security Camera Policy - The following shall apply to all security cameras placed by the Association in common areas:
  - The Association Board members and property manager are the only parties who control access to the security cameras' video footage.
  - No homeowner is allowed to view the footage, except as noted below.
    - 1. Board members and the property manager are only allowed to view the footage at their discretion for the purpose of addressing security threats and assisting in the prosecution of criminal conduct and/or governing document violations.
    - 2. For homeowners, if an incident occurs involving them, the Board can, in its sole discretion, share the footage with the homeowner and/or police investigator, but not provide a copy of the footage.

#### **10.07 Sanitation.**

- a. The Common Elements shall not be obstructed, littered, defaced, damaged or misused in any manner.
- b. All Unit owners or occupants of a Unit owner shall adhere to any laws, ordinances, and/or rules pertaining to recycling as dictated by any Governmental, Quasi-Governmental and/or Association Authority.