

The Courts at St. Peter's Condominium Association

Rules & Regulations Packet

Updated May 17th, 2022

Introduction

Welcome to the Courts at St. Peter's Condominium Association. Part of living in a condominium is recognition that each resident must give up some of the rights he or she might otherwise enjoy in a single-family residence in order to make the condominium complex a pleasant and desirable place for all owners to enjoy. The Courts at St. Peter's Declaration, established the basis to help achieve that goal. In addition, Section 10C of the "Declaration of The Courts at St. Peter's "authorizes the Board of Directors to adopt additional rules to address other situations that might create conflicts or objectionable conditions within the Condominium complex". For your convenience, this packet outlines those Rules and Regulations as of May 17th, 2022. **Changes are noted in Red.**

Subjects and conditions not covered in this rule packet can be addressed by reading The Courts at St. Peter's Declaration/ByLaws or contacting The Courts at St. Peter's Board of Directors. The Association, through its Board of Directors, reserves all remedies available to it to enforce these rules. This includes, but is not limited to, fines and assessments for attorney fees and related damages. Residents that are non-compliant with the Condominium Rules and Regulation Policies will be given a written warning for the first offense for most rules. Fines will be issued and increased with each additional occurrence of the non-compliance at the discretion of the Board of Directors.

1) Quiet Hours

Condo noise reduction starts with creating a culture of a peaceful and respectful community. Quiet hours now exist so that each unit owner in their respective buildings can enjoy their unit free of disturbances.

- a)** No activity shall be conducted in any Unit or Common Area that constitutes a nuisance or unreasonably interferes with the use or quiet enjoyment of the occupants of any other Condominium.
- b)** The hours between ~~9:00 pm – 8:00 am~~ **10:00 pm and 7:00 am** will be dedicated quiet hours for the Association.
- c)** Unit owners agree not to make noises or operate or use any musical, mechanical, or electrical equipment, at such a volume, or in such a manner that will disturb others.
- d)** This includes, but is not limited to vacuuming, running the dishwasher, washer, dryer, watching tv and/or listening to music at an excessive volume, using exercise equipment or exercise movements that would cause noise to the adjoining units, walking with hard soled shoes or slippers, etc.

2) Exterior Decorations

Seasonal holiday decorations are allowed with the following restrictions:

- a)** No lights or decorations may be attached to the unit or affixed in any way that damages the siding, gutters, roof or trim. Repair of any resulting damage is the sole responsibility of the unit owner.
- b)** Date-specific holiday decorations may be displayed 30 days before the holiday and 14 days following the holiday. (Christmas and Easter, etc.) There will be a 14-day grace period if the weather is inclement (i.e. deep snow, below zero temps, icy conditions).

3) Flags

- a) American Flags can be displayed between the storm door and the interior door. Size of flag should be no larger than 26" x 28". This Flag may be displayed year-round.
- b) American Flags may be displayed on Memorial Day, the Fourth of July, and Flag Day, outside the main entrance to each unit provided the flag is removed within 14 days following the Holiday.

4) Pets

- a) No Family/Household shall own, harbor or keep in their possession more than one dog or cat, **which weighs more than 15 pounds**. Any unit in violation of this will be fined \$100 per month until the pet is removed.
- b) No Family/Household shall own, harbor or keep in their possession any exotic or wild animals.
- c) Pet fostering and/or pet sitting is **not** allowed.
- d) It shall be solely the responsibility of the person in control of their pet **to immediately, after such deposit, remove and dispose of all fecal matter**. This includes not only from common and limited common grassy areas but also from patios, porches, decks, sidewalks and driveways. If the feces are not removed prior to lawn maintenance and the maintenance crew must remove the fecal matter, the unit owner will be assessed a fee for the removal. **Any grass and/or landscape area destroyed by the pet shall be repaired by the Association and assessed to the unit owner.**
- e) Pets shall not at any time be left unattended, nor be tied or chained in front of units, on patios, decks, behind units, or anywhere else on the common or limited common areas.

- f) Pets must be accompanied by an adult and kept on leashes or carried at all times.
- g) Emotional Support Animals will be allowed with prior Board approval, if all the following terms are met:
 - i) Wis. Stat. § 106.50 Open Housing 106.50(1m)(im) “Emotional support animal” means an animal that provides emotional support, well-being, comfort, or companionship for an individual but that is not trained to perform tasks for the benefit of an individual with a disability.
 - ii) Wis. Stat. § 106.50 Open Housing 106.50(2r)(br)2. The individual submits to the Board and/or Property Manager reliable documentation that the individual has a disability and reliable documentation of the disability-related need for the emotional support animal from a **licensed health professional**.
 - 1. Wis. Stat. § 106.50(1m)(mx) “**Licensed health professional**” means a physician, psychologist, social worker, or other health professional who satisfies all of the following:
 - (a) He or she is ***licensed or certified in this state***.
 - (b) He or she ***is acting within the scope of his or her license or certification***.
 - iii) Wis. Stat. § 106.50 Open Housing 106.50(2r)(br)3. An individual with a disability who keeps an emotional support animal in housing shall ***accept liability for sanitation with respect to, and damage to the premises caused by, the animal***.
- h) Service dogs are allowed if the following criteria is met:
 - i) Wis. Stat. § 106.50(2r)(bg) Animals that do work or perform tasks for individuals with disabilities.
 - ii) Wis. Stat. § 106.50(2r)(bg)2. The individual submits to the Board and/or Property manager reliable documentation that the individual has a disability and reliable documentation of the disability-related need for the animal, ***unless*** the disability is readily apparent or known. If the disability is readily apparent or known but the disability-related need for

the animal is not, the individual may be requested to submit reliable documentation of the disability-related need for the animal.

iii) Wis. Stat. § 106.50(2r)(bg)3. An individual with a disability who keeps an animal that is individually trained to do work or perform tasks in housing shall ***accept liability for sanitation with respect to, and damage to the premises caused by, the animal.***

i) No pets shall be permitted to cause a nuisance or unreasonable disturbance. Any pet which causes such a nuisance or disturbance to any unit owner shall be immediately removed from the unit at the order of the Board of Directors.

5) Trash

Trash receptacles are to be put out no earlier than 3:00 p.m. on the day prior to the pickup. This is a City of Kenosha ordinance requirement. Trash receptacles are to be put away by no later than 9:00 p.m. on the days of pickup and should always be stored in the garage. Under NO circumstances should trash receptacles be stored outside.

6) Basements

Due to the construction and layout of the 4 units buildings, some basements are directly below another unit's bedroom and/or living space, for this reason, we ask that basements be used for storage purposes only. ***If a unit owner must use the basement area for anything other than storage, proper insulation for sound barrier purposes must be installed. Any future maintenance and/or repairs that require removal of insulation, replacement cost shall be at the sole expense of the unit owner. Quiet hours apply to basement activity as well. No activity shall be conducted in any Unit or Common Area that constitutes a nuisance or unreasonably interferes with the use or quiet enjoyment of the occupants of any other Condominium.***

7) Flooring

No alteration in the type of floor coverings of the Unit may be made which will result in an increase in sound transmission into any other Unit, including, but not limited to, the replacement or modification of any flooring or floor covering that increases sound transmissions to any lower Unit. No unit owner shall replace flooring in a **any** 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.

8) Alterations, Additions, Repairs

No alterations, additions, interior or exterior, shall be made without the expressed written consent of the Board of Directors. No exterior repairs/painting, no landscape additions/replacements, shall be made without the expressed written consent of the Board of Directors. Potted plants are the only permissible item and should be kept on porches, patios and decks only. If changes are made without Board approval, unit owner could be subject to fines and/or made to revert changes made, at the sole expense of the unit owner.

9) Fine Schedule

- a) Except where otherwise noted fines shall be as follows:
 - i) 1st Violation: Written Warning 14 days to remedy.
 - ii) 2nd Violation: \$50 Fine 14 days to remedy.

- iii) 3rd Violation: \$150 Fine per month until rectified.
- iv) If legal action is required, the unit owner that is in violation shall be responsible for all legal fees invoiced to the Association.

10) Maintenance

- a) Dryer lint collector must be cleaned out after each dryer cycle.
- b) Dryer vent cleaning is the responsibility of the homeowner. For consistency and fire safety, the Association will coordinate vent cleaning for the entire complex on a bi-yearly basis and have it done en masse to obtain discounted rates for our members.
- c) When a condominium unit owner plans on being away from the unit for a lengthy time, dishwashers, washing machines nor dryers should be left running during the unit owner's absence. This can reduce any damages that may occur from leaks or fire.

11) Satellite Dish Installation

In order to keep the aesthetic appearance of the Court's at St. Peter's Condominium Association in a good and orderly manner, the Board has adopted the following Rules and Regulations:

- a) 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.
- b) Satellite dishes may only be installed at the location specifically approved by the Board of Directors. Dish installation on the roof or the decks is prohibited.
- c) No more than one (1) antenna may be installed.

- d)** All wires must be encased in molding which matches the color of the building. No holes may be drilled through the roof.
- e)** 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.
- f)** Once installed, the owner will be responsible for the maintenance of the dish. If additional cost is required to maintain the portion of the property on which the dish is installed, the Board will 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.
- g)** The unit owner shall always 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.
- h)** The owners 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.
- i)** The owner hereby indemnifies and holds harmless the Board of Directors, the Association, its agents and members from 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.
- j)** Upon transference of the ownership or occupancy of the unit, the Owner shall be required to remove the satellite dish prior to conveyance and the premises restored to its original condition.

- k)** 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 the 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 had been notified to remove it or advise to re-install the dish in conformance with the rules and regulations. The Board of Directors shall set the fine in accordance with approved guidelines for fines.

INDEMNIFICATION AGREEMENT

This Indemnification Agreement made this _____ day of _____, 20____, by and between The Court's at St. Peter's 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 area directed by the Board of Directors, provided Owner shall indemnify and hold harmless the Association, its directors, officers, agents and members from and against all 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 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.

The Court's at St. Peter's Condominium Association

By: _____

OWNER

By: _____