Why Rules are Written (Nov. 2023)

Rules/Regulations are put in place to help owners maintain the value, safety, and enjoyment of their property.

An owner observing a violation of a Dalles Regulation by an owner, guest, or owner's renter, should discuss the infraction, immediately in a neighborly way, with the offender. The offender may not even realize they violated a rule, and the issue could end right there.

This is your property – Speak up.

If you don't ---Then **It's All About proof of the non-compliance.**

Your Board of Directors cannot address an undocumented, complaint.

Unsupported complaints leave a Board's hands tied, and both Owners and Board Members very frustrated.

Noncompliance Guide Lines

Bring the violation to the attention of the Board.

Submit a violation letter (to a Board member) along with a signed confidential letter containing a description of the violation, the date time, place of the violation, and the name of the person that you saw commit the violation (if known). Include your name, address, phone#, and E-mail information. Indicate if you had an opportunity to have a conversation with the person. If yes include the person's response. If possible, a cell phone picture, recording, or collaborating witness to further verify the incident.

Undocumented he said she said complaints won't help anyone.

For many reasons, **The Board cannot act on an anonymous, or unsupported complaint**.

If your complaint is unsupported, the complaint letter will be filed, and the Board will await more evidence addressing the same issue.

If the Board has conclusive evidence, the owner in noncompliance will first receive a friendly call from a board member identifying the problem in question. If an owner reveals that they didn't realize they had been in violation, a brief phone call may be all that is needed to resolve the issue.

If an owner doesn't respond to a phone call:

1. A letter will be attached to the owner's door and an e-mail sent stating the noncompliance violation. Along with ------

Owners leaving their Property Vacant
If an Owner leaves their unit vacant for a period of time they must notify someone of a forwarding address and a telephone number in case of an emergency. If there is an emergency and the owner can't be reached all damage caused to enter the unit will be at the owner's expense. As a precautionary measure turn off the water to the unit. Water leakage is the main cause of property damage.

Occupying a Unit with or without Owner authority: All occupants of a Unit will comply with all restrictions, covenants, and conditions imposed on an Owner. Ex: a friend or relative of a renter.

Subdivision of Units No unit may be subdivided, or changes made that would affect the structural integrity of the property.

Nuisance Regulations - **Legal Definition of Nuisance:** Something, an act, object, or practice that constitutes unreasonable interference with another's rights or interests to the use and enjoyment of their property. By being offensive, annoying, dangerous, disruptive, or unhealthful. No Unit owner or occupant shall permit his or her Unit or the Common Elements or Limited Common Elements to be used in any manner which would be disturbing or a nuisance to any other Unit Owners or in such a way as to be injurious to the reputation of the Condominium. No Unit Owner or occupant shall permit any use of a Unit or make any use of the Common Elements or Limited Common Elements that may increase the cost of insurance upon Condominium property

Noxious Odors: may not penetrate anything beyond the boundaries of a unit.
Noxious Odors are considered to be foul-smelling airborne emissions that are sufficiently
concentrated to cause physical discomfort to those inhabiting adjacent areas and must not
be detectable beyond an owner's property lines. This may include strong chemicals,
incense, cooking odors, smoking, offensive acts, or any activity that will be carried or that

pertinent election or vote. No Owner or occupant can erect signs for any purpose of any kind upon any Dalles property except as specifically set forth above.

Attachments to The Dalles Buildings. Nothing can be erected, hung, or exposed on any part of the Common Elements or Limited Common Elements that will detract from the neat and orderly appearance of The Dalles complex. If you have a question concerning something you would like to do or see done, present your proposal to the Board in writing. No outdoor clotheslines shall be erected on any part of the Common Elements or Limited Common Elements

Dalles I and Dalles II Parking Lot & Garage Regulations: Due to limited parking space Unit Owners, Renters, and other Occupants are not allowed to park, motorcycles, boats, campers, trailers, or other recreational vehicles on Dalles Common or the Limited Common areas. If you need to park a vehicle for a short length of time you will need permission and guidance from the Board of Directors.

A vehicle parked in The Dalles parking lot that cannot be driven or is in need of repair,
has no current license plate, or none at all, or needs body work will receive a notice of noncompliance from the Board.
If notice is ignored by the Unit Owner, a second notice, informing them that the car will be towed, in 24 hours at the owner's expense. If the car belongs to a visitor or renter it is the Unit Owner's responsibility to address the issue with the occupant of the unit. If no action is taken by the renter or guest the unit owner is responsible for all costs incurred for removal.

Owners, Renters, or Other Occupant's Car Repair Work
Car repair work of any type is not allowed on any motorized vehicle on The Dalles outside surface parking areas. Exception: Changing a tire or jumping a dead battery. If you have another emergency consults the Board.

Damage to any Parking Surfaces If an Owner finds their car, or their Occupants car is leaking fluid onto the asphalt parking lot the car must be serviced to prevent damage and staining to the parking lot surface. Any damage will be repaired at the owner's expense. Phases I and II also need to check for leakage in their garage parking spaces.

Recycling: Do not put recyclables into plastic bags and throw the bag along with your recyclables into a recycling dumpster. Plastic Bags get caught and shut down the recycling machinery. If you carry your recyclables to the dumpster in a plastic bag **empty the contents of the plastic bag into the dumpster and dispose of the empty bag in the garbage dumpster.**
If you use a **paper bag** for your recyclables they **can go right into the recycle bin along with your recyclables. Clean paper products are recyclable.**
Do not put regular garbage into a recyclable container the garbage will contaminate the entire
truckload making all the recyclables useless.
Break down boxes Flatten Cardboard boxes, or the dumpster will fill up quickly leaving all of us to share the cost of an extra pickup.
Cigarette Disposal: No disposal of cigarettes or cigars is allowed on common grounds or in dumpsters.
Leaking garbage bags in Phase II's Hallways –Leaking garbage bags are being carried thru the common area hallway in Phase II leaving a wet trail behind. Everyone should double-bag wet garbage.

Animal Regulations for Dalles I and Dalles II
Animal Rules are put in place to protect Dalles owners, their Animals, and their property. If a dog misbehaves it is not because of size or breed. An animal's behavior is a reflection of an owner's care and training. The owner, not the animal is at fault.
If the Board at any time determines that any Owner or other Occupant is in violation of any Dalles Regulation, Village Ordinances, or any provision related to this section the Board may take such action as it deems appropriate to correct the same.
The Dalles allows One (1) Dog or (2) Cats per unit. Domestic birds in a cage and fish in a tank.
Prohibited Animals: livestock, poultry, ferrets, reptiles, or any exotic animals regardless of the number cannot be raised, kept, bred, or used for any commercial purpose anywhere in or on the Dalles property.
No Commercial Animal Operations: An Owner or other Occupant is not allowed to run a commercial animal sitting or dog walking business out of their unit. (even if the dog doesn't stay overnight and the property owner doesn't own a animal).
Phase I and II Animal Registration Letter

fertilizer it harbors harmful bacteria inhibits plant growth and attracts rodents. Female dog urine kills grass and plants.

Cat litter must not be disposed of in toilets. Cat litter must be bagged, and tied shut before placing in the dumpster. Do not flush Cat litter down your toilet.

Preventing Animal Accidents on The Dalles Property. The Dalles property has no common area for dogs to relieve themselves.

Dalles Phase I is a 12-unit townhouse development with direct first-floor access to the outside making it easy to walk a dog to the outside.

Dalles Phase II is a 20-unit-apartment- type condominium complex. It has an indoor owner-shared common area with, carpeted stairs, carpeted hallways, and a carpeted elevator. There is also an underground parking garage. There is no direct access to the parking lot. It would be easier for an owner to carry their dog outside than to have to deal with an accident in the hall or elevator. Dog owners are responsible for any cleanup or repairs resulting from dog accidents.

You and your dog can walk On The Village walking path behind Dalles I, or on the residential street areas around The Dalles property. Curb your dog if you are on a residential street and no matter where you choose to walk always bag your dog's waste and dispose of it in the Dalles garbage dumpster or animal disposal areas on the walking path.

All owners are subject to animal violation fines. Inattentive owner actions make up the majority of animal problems. The Board will address each violation individually, and may assess fines in accordance with the Enforcement section below.

Village of Menomonee Falls animal Regulations

Animal Licensing and Vaccination: All dogs living in the Village, five months or older, must be licensed, vaccinated, have their rabies shot, and wear a collar with a tag. Applications are available at the reception desk in the Village Hall of the Municipal Building. As of now, (2022) cats are not required to be licensed.

Menomonee Falls Animal Ordnances: We will address the highlighted ordinances below.

To read all animal Regulations in their unedited full-length form go to the Village of Menomonee Falls Code of Ordinances. Chapter 14, Animals Ordinances are numbered 14-1 to 14-11.

14-1 Definitions, **14-2 Impounding, 14-3 Running at Large**, 14-4 Rabid Animals,

If animal attacks or bites a human or domestic animal without provocation, The Board will require a recent Health Certificate and may require the animal to be muzzled in all common areas, under the control of a competent person at all times with a 6-foot leash. or depending on the circumstances the animal may face permanent removal from The Dalles property. Anyone owning, harboring, or providing custody of a dangerous animal will be responsible for any damage or injury caused by that animal, including, but not limited to, veterinary or medical bills, property damage, and legal fees. Owners are also responsible for their guest's animals.

(The Dalles)Animals that Disturb Others If an animal is excessively disturbing other owners; the animal owner is obviously disregarding the animal regulations and interfering with an owner's right to the enjoyment of their property the Board at its sole discretion may, levee a fine, or require the animal's removal. All removal expenses including all legal fees will be incurred by the animal owner.
Need Help? There are devices on the market that emit a sound only an animal can hear. When a dog barks The noise will startle them, and their barking will cease. It is a training tool for animal owners You will find a great deal of information on no-bark equipment on the internet.
Service animals are protected under Federal Law. They must be accepted into all community living situations no matter their size, or breed. These dogs have been individually trained to perform specific tasks for individuals with disabilities. **they will have documents.**
Support Animals, or ESAs, are important companions for many people experiencing emotional illnesses. They do not qualify as service animals under federal law or Wisconsin law. They do not need to receive any special training in order to qualify. They do not automatically
qualify for the legal benefits that service animals receive. Anyone prescribed an emotional support animal as part of their treatment will have documentation and an ESA letter.

Property Inspections can prevent major repair costs for damage that can be avoided before it happens. The Association may, as a Common Expense, provide for the inspection of any portion of a Unit, including, but not limited to dryer vents, fireplaces and flues, bathtubs, sinks, toilets, hot water tanks, plumbing & electrical fixtures, the failure of which may cause damage to the Common and Limited Common Elements or another Unit. If anything is found to be defective

No unit owner shall smoke, or permit smoking by any occupant, agent (someone empowered to act on behalf of another person), tenant, invitee, licensee (the holder of a license), guest, friend, or family member, anywhere on the Condominium property.
For all purposes, smoking shall include inhaling, exhaling, breathing, carrying, or possessing any lighted cigarette, cigar, pipe, or any other product containing any amount of tobacco or marijuana, or other similar heated or lit produce (e.g., e-cigarette) whether or not containing tobacco or marijuana.
Notwithstanding the said prohibition against smoking, the Board of Directors, in its sole discretion, may designate (or remove from designation), from time to time, an outdoor area for smoking, provided the smoking area(s) shall not cause secondhand smoke to drift into indoor common areas, exclusive use areas, or individual units.

While this restriction is intended to render the Condominium premises (except to the extent provided in the immediately preceding paragraph) smoke-free, the Board of Directors is not a guarantor of a smoke-free environment hereunder. The Board of Directors shall have the right, but not the obligation, to enforce this restriction if the Board determines, in its sole discretion that it is appropriate to do so in any individual case or circumstance.
Should it decide to do so, the Board of Directors may act based on a reasonable assumption that smoking is occurring within a unit from the reported observation of the complaining Unit Owner(s) If the board of Directors determines to take any such action, then in addition to its other rights and remedies under the constituent (fundamental) documents of the Condominium, at law, and in equity(fairness), the Board of Directors shall be entitled to recover its costs and expenses, including all attorney's fees and court costs, incurred in enforcing this restriction.

in the Board's notice to the Unit Owners informing them of the special assessment.

3. Any fines, penalties, or other charges assessed against a Unit Owner shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the fines, penalties, or other charges.

4. All payments received will be applied to the oldest amounts due on record—first to any late fees, interest, attorneys' fees and costs, and then to the assessment or fine balance. Payments tendered for current amounts due will not be accepted by the Association if the instrument of payment is drafted with a future date (i.e., a postdated check).

5. The actual date of the Association's receipt of a payment, as reflected on the ledger of the Association, shall control as to the date that payment was made.

6. In the event a Unit Owner ever submits a payment which is thereafter returned for any reason (e.g. insufficient funds or account closed), the Unit Owner shall be automatically assessed $50.00, or the actual costs incurred by the Association as a result of the return of a unit owner's payment, whichever is greater.

7. No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association, unless the statement is written in "red," the check or payment instrument is mailed to the attention of the Board of Directors and the reduced payment amount is accepted by motion of the Board of Directors. However, if the Unit Owner has knowledge that the account has been referred to legal counsel for collection, then the payment must be mailed to the Association's attorney pursuant to paragraph 11 below.

8. A late fee of $20.00 shall be assessed against a Unit owner for any payment not received by the Association by the tenth (10th) day after its due date. This late fee assessment shall be made upon each failure by the Unit Owner to remit good and timely payment of any assessment or installment thereof. In addition, unpaid assessments will incur interest at a compound rate of 1.5% per month (18% per annum) until paid.

- ☐ All Payments on account shall be first applied to the interest, late fees, collection costs, and attorney fees, if any, and then to the assessment payment first due.
- ☐ Any other assessments or monies due to the association.

- ☐ The monthly assessment for a unit, including any accelerated or special assessment due, as applicable; payments shall be applied toward the oldest month(s) then owed.

Enforcement, Fines, and Grievance Procedure

- The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, By-Laws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):

  - ☐ **A WRITTEN WARNING <u>for a Unit Owner or resident's first violation</u>** of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents.

  - ☐ **FIFTY DOLLARS ($50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents (or for the violation that remains after the Unit Owner has received the warning letter discussed in 1.a). The second violation does not need to be the same violation as the first violation in order for the $50 fine to be assessed.

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

  - ☐ Notwithstanding the paragraphs immediately above, **FIVE HUNDRED DOLLARS ($500.00) shall be assessed for each violation** of the Condominium Documents, <u>when in the sole</u>

- 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.

- **GRIEVANCE COMMITTEE RULES AND PROCEDURES**:

  - The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.

  - The Grievance Committee 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.

  - For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.

  - Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.

  - Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:

    1. A letter shall be sent by certified mail, return receipt requested, informing all parties:

       a. Of the time, place and date of a hearing before the Grievance Committee.

       b. Of the right to counsel.

1. The award was procured by corruption, fraud or undue means;

2. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;

3. The members of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;

4. The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

Additional Rule and Regulation

The Board of Directors may amend the Rules and Regulations contained in this Article and may adopt additional rules and regulations concerning the use, maintenance, and operation of the Condominium. Rules and Regulations may also be adopted, amended, or repealed by the Unit Owners having seventy-five percent (75%) or more of the voting rights of the Residential Association. Rules and Regulations which are amended, adopted, or repealed by the Unit Owners may not thereafter be amended, readopted, or repealed by the Board of Directors.