Courtyard Square Condominium Association Rules & Regulations

Updated December 8, 2021

Article VIII of the Courtyard Square Homeowners' Association (hereafter "the Association") Bylaws give the Association Board of Directors (hereafter "the Board") authority to create and amend Rules & Regulations for the use, repair, and maintenance of the units and common elements.

Note to Owners: A copy of the most current version of these Rules & Regulations must be given to your tenants. This document does not replace the bound book of Condominium Declarations and Bylaws which you received upon purchase of your unit. You are encouraged to read and understand those documents thoroughly.

> ***The Rules & Regulations presented in this document will become effective upon delivery to the Condominium Unit Owner and have the same force and effect as if contained in the Declaration and By-Laws.***

Updated pages for this document will be distributed as necessary when changes are made to any of this material. As you receive updated pages, please insert them in this document as instructed. If you sell your Unit, the Condominium Disclosure Material, including, but not limited to, this document along with the Condominium Declarations and Bylaws should be passed on to the new owner.

An online version of these Rules & Regulations can be found at https://courtyardsquare.myfreesites.net/

Under all circumstances, governmental laws, ordinance or rules shall have precedence over CYS Rules & Regulations. Should any one or more CYS Rules & Regulations be found to be non-conforming to governmental law, ordinance or rule, the remaining CYS Rules & Regulations shall remain in place and enforceable.

If you're unsure about the application of any of the Rules & Regulations following, please contact the Board for clarification. All correspondence for the Association Manager should be sent to the following address or email address:

Courtyard Square Condominium Association, Inc. C/O
Prospect Management Company 224 N. 76th Street
Milwaukee, WI 53213 **homeownerservices@pmcwi.com**

Terms: The capitalized terms in these Rules & Regulations have the same meaning as defined in the Declaration of Courtyard Square Condominiums.

Some definitions to keep in mind: "**Common Element**s" refers to both the "**General Common Element**s" and the "**Limited Common Elements**" and means all of the Condominium other than the Units. "**General Common Elements**" is defined as all of the Condominium other than the Units or the "Limited Common Elements".
"**Limited Common Elements**" is defined as those portions of the Common Elements reserved for the exclusive use of one or more but less than all of the Units.

Courtyard Square Condominium Association
Rules & Regulations – effective 12/08/2021

RULE 1: LATE PAYMENT POLICY and NSF CHECK POLICY

1. The regular monthly assessments are due on the first day of each month.
2. Special assessments, as may be levied from time to time by the Board, and/or any installment thereof, shall be due on or before the date or dates stated 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. 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 in 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 fifteenth (15th) day after its due date, and if any payment if not received by the Association within thirty (30) days after the date such payment is due, an additional late payment penalty equal to fifty-five dollars ($55.00) shall be assessed. 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 rate of 1.5% per month (18% per annum) until paid.
9. The basic collection system of the Board shall be as follows:
    a. At 15 days past due, a board member or the property manager may call the delinquent owner;
    b. At 30 days past due, a past due notice may be sent;
    c. At 45 days past due, a second past due notice may be sent; and
    d. At 60 days past due, the matter may be referred to the attorney for collection.
10. An administrative fee of $100.00 shall be assessed against a Unit Owner when a matter is turned over to the Association's attorneys for collection.

11. Once a Unit Owner is notified or becomes aware that its account has been referred to legal counsel, then all future payments, until the account it current, must be submitted to such legal counsel for proper application of same, unless the Association's attorney directs the Unit Owner in writing to pay in some other manner. Unit Owners in collection will not receive further statements from the Association's property manager, and their online access to their account balance will be suspended until their account is brought current.

RULE 2: UNIT OWNER INSURANCE

The Unit Owners shall be responsible for and shall obtain insurance coverage for the personal property within the Unit, and also for coverage for Building/Additions and Alterations/Improvements and Betterments (Coverage A) and loss assessment coverage, at a minimum limit of the Association's master policy deductible. We recommend that each unit owner carry sufficient HO-6 Condo insurance to cover a minimum of $10,000.

RULE 3: ANIMALS

These rules are applicable to all animals, either resident or visiting. Except as provided below, no animals, livestock, reptiles, or poultry of any kind shall be raised, bred, or kept within the Property.

Animal Permits are Required. Any owner or occupant of a condominium within the Development who desires to keep an animal within the condominium shall apply to the Association for a permit to keep such an animal. The owner shall also provide the Association a photograph of the animal as well as applicable veterinarian documents providing updated medical information (i.e. vaccinations, etc.) annually. The permit issued by the Association shall be deemed a revocable license which may be revoked at any time following notice and a hearing before the Board if, in the reasonable judgment of the Board, such a licensed animal is or becomes offensive, a nuisance, or harmful in any way to the Development or those occupying or owning therein. The Association may charge a fee to the applicant to issue the animal permit and to cover its administrative and enforcement costs.

Number and Weight Limit for Dogs. The Association may issue a permit to the occupant of a condominium to keep up to a maximum of one dog per Unit. The weight of the dog must not exceed 50 pounds. The Association reserves the right to require a Unit Owner to verify the weight of the dogs for which a permit is issued. Any Unit Owner who acquires a puppy must ensure that the dog will not exceed the maximum allowed weight at maturity. Due to insurance restrictions, no aggressive nor guard-type dogs are permitted. The list of prohibited breeds includes but is not limited to: Pit-bull, Staffordshire Terrier, German Shepherd, Rottweiler, Doberman Pinscher, Chow Chow, and Akita. Service dogs are allowed and will not be bound by the weight restriction noted above.

Cats and Other Animals. Permits may also be issued for other small household animals such as domestic cats (maximum allowed of two cats per Unit), fish, canaries or parakeets, provided that they are not kept, bred or maintained for any commercial purposes.

Animals Must be Leashed. All permitted animals shall be housed indoors and, when in allowed common elements indoors or outdoors, shall be kept on a hand-held leash or in a carrier within the control of a person. No animals will be allowed in the General Common area of the courtyard. Animals may not be staked in Common Elements, and no animals shall be permitted loose within the Common Elements.

Animals May Not be a Noise Nuisance. No animals shall be permitted which are a noise nuisance or cause other unreasonable disturbances or safety concerns.

Municipal License Required. All animals shall be licensed by the City of Milwaukee, if required.

Animal Excrement. Animal excrement shall be removed immediately upon occurrence and disposed of properly by the Unit Owner or occupant of the condominium in which the animal resides. Proper disposal means sealed in an airtight, waterproof bag and placed in the garbage.

Failure of the animal owner to abide by the animal rules may lead the Board to impose a fine(s) or revoke the Animal Permit and evict the animal.

RULE 4: BUILDING SECURITY and ACCESS TO UNITS

Unit Owners and their tenants are responsible for the actions and conduct, in the Development, of their corresponding family member(s), roommate(s), or domestic partner, guests/visitors or service personnel/ contractors.

Building Security: Unit Owners and tenants are responsible for identifying any person to whom they admit to the building. Every entry requires a key or code. Do not allow anyone to follow you through the door. Do not hold the door open for anyone that you can't confirm are residents. Ask them to please use their key, code or the callbox. Please contact Association property management should you see anyone or anything suspicious.

Do Not Block: No corridors, elevators, entrances and exits may be blocked at any time.

Building Entrances: To ensure proper security of Courtyard Square Condominium, entrance doors may NOT be propped open. This rule also applies to Moving In or Moving out. A door being propped open without being actively attended to is a serious breach of security and is cause for a fine.

Garage Security: For garage safety and security,

1. Each driver must use a garage door opener or code to access the garage.
2. Wait until the garage door is completely open before driving in/out of the garage.
3. NEVER piggyback another vehicle into the garage. In addition to being a security issue, the garage door may descend onto the second car, causing damage to both the vehicle and garage door.
4. The speed limit in the garage is 10 mph.
5. Please turn on your headlights in the garage for greater visibility.
6. Please yield at each corner.
7. Please slow down and be alert for pedestrians and your fellow residents exiting the doors by the elevators.

Violators may be fined.

Smoke Detectors: Unit smoke detectors are the responsibility of the Unit Owner and must comply with the provisions of appropriate state laws and must be fully functional at all times.

Access to a Unit for Safety Reasons: Access to a Unit may be necessary for safety reasons, e.g., fire in the Unit, a smoke detector that does not stop, water leakage that extends outside of the Unit, to clean dryer vents, etc. To accommodate this, Unit Owners need to provide the Board with a method of obtaining access. This could be by utilizing locks keyed to a building master key, providing a door key to the building management, or providing an entry code to a programmable lock.

Scheduled Access: Unit Owners will receive advance notification and are expected to cooperate in providing access for any scheduled safety reasons. Any additional costs associated with a Unit's failure to cooperate in scheduling access to their Unit, will be charged back to the Unit.

Emergency Access: Should emergency access be required and the Unit Owner does not respond to attempted contact, the Unit may be accessed without the Unit Owner's prior permission. The Unit Owner will be liable for any costs incurred because of such a breach.

RULE 5: GENERAL COMMON AREAS

Unit Owners and occupants may not attach, screw into, bolt, or secure items to the exterior building walls, windows or patio doors. Except as provided below, neither Unit Owners nor occupants may place any decorations, install any lighting fixtures, nor plant anything in any General Common area without written approval from the Association.

Items Allowed in the General Common Area of the Courtyard. All Unit Owners and occupants may bring and use lawn furniture into the General Common Area of the Courtyard. Nothing may remain in the General Common Area when not in active use, without prior written approval from the Board.

General Common Area Damage. The Unit Owner is responsible for any damage to the General Common Areas caused by themselves, their tenants, their guests, their animals, their contractors, or their delivery personnel. The Association will repair any such damage and the responsible Unit Owner will be billed for the repair costs.

RULE 6: BALCONIES / DECKS AND PATIOS

Permitted and Non-Permitted Items. Lawn furniture, potted plants and other similar items intended for yard use may be securely kept on balconies and patios. No decorations or furnishings shall be permitted to hang over balcony railings. Balconies and patios are NOT to be used for storage, including but not limited to the storage of motorcycles, baby carriages, bicycles, toys, food & beverage, or for the airing of laundry, carpet, rugs or other items.

Lighting, Satellite Dishes and Antennas. Satellite dishes, antennas, and permanent or semi-permanent supplemental lighting on a balcony, balcony railing, deck, or patio is not allowed to be placed by a Unit Owner or occupant without prior written approval of the Board or its designated committee.

RULE 7: GRILL USE

Given the complexities of safely handling and storing flammable materials, (such as propane or LP gas) and the crowding of the courtyard with grills, CYS will only allow the use of the installed charcoal grills located in the courtyard. No other grills or flammable grilling gases of any kind may be used or stored in the CYS development. Electric appliances that do not produce an open flame, nuisance smoke, or otherwise break CYS bylaws, rules or regulations may be carefully used on balconies and patios.

User Responsibility and Liability: The installed charcoal grills are a community amenity that may be used, first come, first served. Each resident is responsible to provide their own charcoal. We ask that each resident be mindful and clean after themselves.

The Unit Owner will be responsible for any repairs of damage to any common elements or Units caused by the storage or use of a grill or flammable gases in violation of this rule, or in an otherwise negligent manner. LP or propane gas tanks may NOT be stored inside any Unit, storage unit, parking space, or Limited or General Common Area of the development.

RULE 8: DOORWAYS AND HALLWAYS

The only items that Unit Owners or Occupants may place (or cause to be placed) outside their Units in the Common Hallway, either on the floor or affixed to the door, frame or wall, are:

1. The smallest and least noticeable items required to be displayed by bona fide religious rules, and
2. Door mats of width no greater than the width of the Unit Door, of depth no greater than 18 inches, and which contain only decorations / text appropriate to a doormat in a common hallway. (This is in order to avoid tripping hazards and to allow for hallway carpet cleaning.)
3. Exterior decorations may be placed by a Unit Owner on their door, provided that it:
    a. does not obscure or cover the door number,
    b. does not protrude into the hallway,
    c. is kept clean and in good repair,
    d. does not contain language nor imagery of an offensive nature.
4. Personal items, including shoes and boots may NOT be left in the hallway or doorway.
5. Garbage and recyclables may not be left in the doorway, hallway nor common areas.

RULE 9: VEHICLE MAINTENANCE AND REPAIRS

Vehicle maintenance and repairs may NOT be performed on any General Common or Limited Common area (including your assigned parking spot). An exception may be made by the Board in situations when emergency repairs are required to render a vehicle operable. Vehicle washing or vacuuming is not considered maintenance and is allowed.

RULE 10: GARAGE - STORAGE and MOTORIZED VEHICLE PARKING

Homeowners must park only in their assigned parking spot(s) of the garage and follow all restrictions regarding vehicle use and parking within the Development.

Garage Parking - No unauthorized vehicles may be parked in the garage at any time. The Board, under special circumstances, may grant parking permits for limited periods of time. If you are improperly parked you may be ticketed by the City of Milwaukee. Violators of this rule may be separately subject to a fine from the Association, per occurrence, and having their vehicle towed at the owner's expense.

Parking or storage for any period of time of unlicensed, inoperative, or junk vehicles is not allowed on any General Common or Limited Common area (including your assigned parking spot).

Permitted Garage Storage - A Unit Owner or his/her Tenant may park one passenger vehicle in his or her parking space, and may additionally store ONLY the following on the garage floor in that space:

Motorcycle:

a. One motorcycle may be parked between adjoining parking spaces, as long as the owners to whom those parking spaces are assigned advise the Board of their consent to this arrangement, and as long as this does not interfere with the use of any other parking space.

b. Seasonal or extended storage of motorcycles not owned by a Unit Owner is NOT allowed.

c. When there is NO storage cabinet, NO bicycles, ONE motorcycle may be parked in the Unit's assigned space or between one passenger vehicle and the wall.

Bicycles:

a. ONE storage cabinet no more than 18" in depth and ONE bicycle; OR

b. NO storage cabinet and TWO bicycles; OR

c. In addition to the allowable garage floor items set forth above, up to TWO bicycles may be hung on approved racks on the wall adjoining the parking space, with prior written authorization of the Board.

All such items must be kept along the back edge of the parking space, must not interfere with the use of adjoining parking spaces, and must not cause a passenger vehicle parked in that parking space to extend more than 24" beyond the front edge of the concrete supports adjacent to that parking space.

No items may be stored closer than 18" to the garage ceiling, or closer than 18" to any sprinkler head in any direction.

Prohibited Items that may not be stored in the garage at any time:

- containers of gasoline,
- propane, or
- other flammable or explosive materials,
- loose items,
- cardboard boxes,
- containers of car maintenance fluids,
- mattresses or other furniture.

Violations of this rule will be identified by way of a notice placed at or near the parking space number of the space in question. If the violation is corrected within 10 days, no fine will be assessed. If the violation is not corrected within that time period, a fine may be assessed, every 10 days, until the violation is corrected.

RULE 11: GARBAGE and RECYCLABLES

Garbage must only be disposed of in trash receptacles provided for that purpose. Garbage may not be stored on any Limited Common or General Common area other than the ones designated for its disposal. Violations of this rule may be fined.

Garbage Chutes: are located by the Milwaukee Street elevators on each floor and may be used for properly bagged household garbage. No animal litter, nor recyclables may be placed in the garbage chute.

Garbage Dumpsters (located in garage): Household garbage too large or not appropriate for the garbage chute, such as animal litter, may be placed in the Garbage Dumpster. Do not place garbage on the garage floor.

Items NOT permitted in the garbage: Absolutely NO furniture, appliances, electronics, building materials, carpeting or padding, car/truck parts or tires, hazardous materials or fluids. These items can be disposed of at the Milwaukee Drop-Off Center located at 3879 W. Lincoln Avenue at no cost to Milwaukee residents.

Recyclable Dumpsters: (located in garage): Recyclables must be disposed of in the containers set out in the parking garage. All cardboard boxes must be flattened prior to disposal. Acceptable items: paper, cardboard, newspapers, magazines, aluminum and steel cans, glass and plastic bottles.

Items Not permitted in the Recycling Dumpsters: Plastic bags, packing material that is not recyclable such as styrofoam, packing peanuts, bubble wrap, or miscellaneous metal other than cans and food tins.

Garbage in the Hallways: no household garbage nor other trash may be placed in the hallways or other common areas. Violation may result in a fine.

RULE 12: ACTIVITIES IN AN ATTEMPT TO SELL OR RENT

"For Sale and For Rent" Signs: "For Sale" or "For Rent" signs may not be visibly displayed anywhere in the Courtyard Square Condominiums (including within any Condominium Unit) except as permitted below.
A Unit Owner may display one "For Sale" sign in connection with a bona fide open house being conducted in an attempt to sell the condominium Unit. The sign may be displayed only during the open house. A Unit Owner may not hold more than one open house per week and an open house may not last more than six hours. All Realtors holding Open Houses must stay in the Unit listed unless to show prospects building amenities. Loitering in the common entryways of the building is not permitted.

A Unit Owner desiring to display a "For Sale" sign pursuant to this rule, must first provide the Association with at least seven days prior written notice to the address indicated above.

Realtor Lockboxes: Lockboxes may only be located on the Unit door or within the box provided for realtor lockboxes in the entryway of the Juneau Ave. entrance. Lockboxes must be marked with a Realtor business card or other identification. Any abandoned or inappropriately located lockboxes will be removed and discarded. Individual (non-realtor) lockboxes may only be located on the Unit door.

RULE 13: CHANGE OF OWNERSHIP

New Owner Information Form: Upon the sale of a condominium Unit, a New Owner Information Form shall be completed by the buyer, at closing, and forwarded to the Association Manager.

Administrative Fee: Upon the sale of a condominium Unit, at closing, an administrative fee of one hundred ($100), shall be paid to the Association. This fee will cover expenses incurred, which may include changes to door codes, owner lists and other administrative tasks. Proceeds of these fees are deposited into the Association's general operating funds.

Document Fee: Should the seller not be able to provide to the buyer with a current, complete copy of the Condominium Declarations, By-Laws, and Rules & Regulations, the seller will pay to the Association a fee of the greater of $50 or the actual cost of production of the documents. This fee is to be paid, at closing, by the seller.

RULE 14: LEASING OF CONDOMINIUMS

Unit Owners may not lease their condominium Unit, or any parts thereof, without the consent of the Board; see Rule 14 (2) for further clarification. All leases and lease extensions must be in writing, in a form acceptable to the Board. Each Unit Owner shall provide the Board, or its designee, with a fully completed Tenant Information Form and a copy of the fully executed lease or lease extension. The Board, or its agents, shall maintain a record of all current leases and lease extensions.

All rentals are required to have a lease. All leases must be for a period of at least twelve (12) months or three hundred sixty (360) days. No rental for less than these time periods are allowed.

1) To preserve and enhance the value of Courtyard Square Condominiums, the rental of any Unit Owner's Unit will be subject to the following:
    a) All rentals will be governed by a written lease which incorporates by reference, the Condominium Documents pertaining to Courtyard Square Condominiums. Owners are required to provide a written copy of the most current version of the CYS Rules & Regulations to the tenant(s) in each leased Unit, before the tenant(s) occupy the Unit. By entering into the lease for a Unit, the tenant agrees to abide and comply with all laws and Condominium Documents including the CYS Rules & Regulations; regardless of whether a provision compelling such compliance is included in the lease or lease extension; A lease cannot be for a period of less than twelve (12) months or three hundred sixty (360) days and may be for the rental amount determined by the Unit Owner;

b) Failure of tenant to comply with the lease, applicable law, or to the extent permitted by law, the Condominium Documents will result in a violation of the lease;

c) In the event of violation of the lease, the Association, through the Association Manager, may impose a fine upon the tenant and the Unit Owner by providing a written notice to the tenant and Unit Owner. If the tenant fails to pay the amount of the fines to the Association Manager within thirty (30) days after delivery of the notice to tenant, then the Unit Owner is liable to the Association for the amount of the unpaid fine;

d) A copy of the lease must be filed with the Association through the Association Manager;

e) The Association may, but shall not be obligated to, commence an eviction action against any tenant who fails to comply with the Condominium Documents, or applicable law;

f) To ensure uniformity and compliance with the Condominium Documents, all leases must be written in compliance with Wisconsin law, and in a form acceptable to the Association; and

g) Each Unit Owner is responsible for the collection of rent, management of its Unit, the action of its tenants and compliance with the Condominium Documents. The Association Manager will not enforce the collection of rents or serve notices on behalf of a Unit Owner, but will enforce all applicable covenants of the Condominium Documents.

h) Regulations and ordinances, to include but not be limited to State Law, Milwaukee County and City of Milwaukee. Pursuant to applicable ordinances, the maximum number of non-related occupants that may reside in a Unit is three (3). In addition to being fined, renting with more than three (3) unrelated adults puts the tenants and the landlord at risk of citation and eviction by the City of Milwaukee.

i) Any other Rules & Regulations as are adopted by the Association, from time to time.

2) Effective March 31, 2015, notwithstanding any provisions of the Condominium Documents to the contrary, leasing of more than forty one (41) Units is prohibited, except as hereinafter provided:

a) The term “leasing of Units” includes a transaction wherein the title holder of a Unit, who does not reside therein, permits its occupancy by persons not on title regardless of whether a formal written lease exists or if consideration is paid therefore. Additionally, the term “leasing of Units” shall include any transaction wherein possession of a Unit is provided prior to transfer of title. A Unit Owner shall be deemed to “reside” in a Unit if he/she has slept in the Unit for the majority of the days of the previous applicable month.

b) Occupancy of a Unit by a Family Member(s) of a Unit Owner is permitted, and shall not constitute a lease as defined under this Amendment, even if there is no written memorandum or agreement executed between the parties. Family Member shall be defined as a spouse, parent(s), grandparent(s), child(ren) and grandchild(ren) of the Unit Owner.

c) If a hardship, as determined by the Board, exists, the Unit Owner may apply for a hardship waiver of the leasing restrictions set forth herein in the following manner:

i) The Unit Owner must submit a request in writing to the Board requesting a twelve (12) month hardship waiver of this paragraph, setting forth the reasons why he/she is entitled to same.

ii) If, based on the information supplied to the Board by the Unit Owner, the Board finds that a reasonable hardship exists, the Board may grant such hardship waiver. Any lease entered into shall be in writing and for a period of not less than, nor more than, twelve (12) consecutive months, and must comply with all requirements of Rule 14: LEASING OF CONDOMINIUMS.

iii) In the event a Unit Owner has been granted hardship status, he/she must re-apply within sixty (60) days of the expiration of each hardship period if he/she wishes to request an extension.

d) This Amendment shall not prohibit the Board from leasing any Unit owned by the Association or any Unit for which the Association has been issued an Order of Possession by a court.

e) A single entity or its ultimate beneficial owner (e.g. an individual, Partnership, Corporation, LLC, or other legal entity) will not be allowed to lease out more than four (4) total Units.

f) Rule 14 shall not be applicable with respect to any Unit which is not owner occupied prior to March 31, 2015. After that date and upon the sale of such Unit, the new owner shall be prohibited from leasing the Unit except as provided herein.

g) Unit Owner(s), in good financial standing with the Association, shall request written notification from the Association Manager that their Unit may be leased. The Association Manager shall promptly verify in writing that the Unit Owner may or may not lease the Unit. If the Unit Owner(s) does not have a signed lease after ninety (90) days of the written verification notice that their Unit may be lease, the notice expires and the Unit Owner(s) must reapply. The Association Manager shall maintain a dated list of Unit Owner(s) requesting verification that their Unit may be lease. Units not eligible to be leased based on the number of Units currently leased will be put on a waiting list.

RULE 15: CHANGE OF OCCUPANCY BY TENANT

1. ***Move in***:

a. Upon the signing of a lease (or lease extension) to a condominium Unit, a Tenant Information Form shall be completed by the Unit Owner and forwarded to the Association Manager.

b. All new tenants, prior to moving in, are obligated to affirm their receipt of the Condominium Rules & Regulations and state their agreement to follow the Courtyard Square Rules & Regulations.

c. Unit Owners are obligated to inform the Association of the requested move in date(s) and time(s). A failure to inform the Association prior to the move-in will result in a fine.

2. ***Move out***:

a. An administrative fee of one hundred dollars ($100) shall be paid to the Association, by the Unit Owner. This fee will cover expenses incurred for during move-outs including wear and tear, repairs and maintenance of common elements, updating records, and door codes.

b. Unit Owners are obligated to inform the Association of the requested move out date(s) and time(s). A failure to inform the Association prior to the move-out will result in a fine.

RULE 16: ACTIVITIES OPEN TO THE PUBLIC

Rummage sales, garage sales, or any type of social activity open to the general public will not be permitted without prior written approval by the Association Manager. To receive approval from the Association Manager, the Public Social Activity Permit Form must be completed and forwarded to the Association Manager. If the activity is approved, a signed copy of the Public Social Activity Permit form will be returned to the Unit Owner.

In conjunction with the above referenced events, signs will not be permitted on the General Common or Limited Common areas unless the Unit Owner receives prior written approval from the Association Manager.

RULE 17: SOLICITATIONS

Door to door solicitations are not allowed anywhere within the condominium property.

RULE 18: NOISE / NUISANCE

Courtyard Square Condominiums is a shared living community totaling 117 Units. Each Unit has the right to enjoy his or her home, but there may be times when this enjoyment may disturb the neighboring Units.

All Unit Owners, their tenants and their guests must respect each other's right of quiet enjoyment. At the same time, this is a shared community and all Units must be tolerant of a reasonable amount of noise from other Units.

Reporting Procedure: If such noise or nuisance becomes unreasonable, a Unit Owner should proceed as follows:

1) The Complaining Unit may – but is not required to – contact the Offending Unit to ask that the noise be reduced to a reasonable level.

2) Police Involvement:

   a. If the Complaining Unit chooses not to contact the Offending Unit – or if the Offending Unit does not reduce the noise after being asked – the Complaining Unit should notify the Milwaukee Police Department at the non-emergency number (414933-4444).

   b. If the police ask the Complaining Unit whether he or she wants the Offending Unit cited, the Complaining Unit should say yes.

3) In addition, the Complaining Unit should notify the Association Manager at homeownerservices@pmcwi.com and copy the Board via courtyard.square.board@gmail.com to provide specifics about the nuisance or noise including what was heard and/or observed, and at what time.

RULE 19: SMOKING ON PREMISES

(References to smoking in this rule are not limited to tobacco and shall also apply to vaping). When smoking please be mindful of others; they may be sensitive to or irritated by smoke or smells. Please discard your smoking materials safely and don't litter. No smoking is allowed in any common or limited common elements, including the lobbies, hallways, Community Room, Business Center, tanning bed room, reading room, exercise rooms, storage rooms, and parking garage. No smoking is allowed in the courtyard. Smoking in a Unit that results in smoke entering into common or limited common elements (such as hallways) will be addressed as a nuisance. Violations of this rule may result in warnings or fines.

RULE 20: AMENITIES, USAGE and WAIVER OF LIABILITY

Amenities: Courtyard Square Condominium Association provides a variety of amenities for its occupants, such as the courtyard, charcoal grill area, exercise facilities, lobby box for realtor lockboxes, grocery carts, tanning room, reading rooms, business center, package delivery room, and a Community Room.

Community Room: The room is available from 8am to 10pm and must be cleaned and returned to its condition of receipt. Residents wishing to reserve the Community Room must contact the Association property management company to reserve the Community Room and obtain a list of usage requirements and restrictions. Residents may only request a reservation after their current reservation has passed. Residents may not reserve the Community Room if:

1) They are not in good financial standing with the Association, or
2) They have had a violation of Community Room rules within the last 12 months of request date

Deposit: There is a $75 refundable deposit fee to reserve the Community Room that must be paid no later than two weeks prior to the event date. The deposit is refundable upon confirmed, acceptable cleanup of the Community Room and return of the room key.

The Community Room may not be used for overnight accommodations.

Package Delivery Room: Packages delivered by USPS, UPS, FedEx, Amazon and other delivery services that are too large for the entryway mailboxes are to be placed in the Delivery Room. The Delivery Room is located to the north of the Milwaukee Street entrance, on the first floor. The Delivery Room is classified as a Courtyard Square amenity, for receipt of incoming packages only. Although it is under video surveillance, it should not be considered a secured facility. Packages deemed to be abandoned or a safety hazard may be removed and discarded.

No packages may be left by Unit doors in the hallway.

Residents should either:

1) Instruct delivery persons to ring their Unit on the front entry panel to gain access to the building. Upon receiving the call, the resident can buzz the delivery person into the building so that they can place packages in the Delivery Room, or

2) Add delivery access instructions to their online orders, detailing access code to the building's Milwaukee St. entrance and instructing the delivery person to leave the package in the Package Delivery Room.

Liability: In connection with the use and enjoyment of these amenities and facilities and to protect the Association from liability that could result from the use or misuse of these facilities, all Unit Owners and Occupants hereby agree that they take full responsibility for the use of these amenities provided at Courtyard Square and indemnify and hold harmless Courtyard Square Condominiums Homeowners' Association, Courtyard Square Condominiums LLC or its subsidiaries for any and all liability that may arise from a Unit Owner's or Occupant's use or misuse of these amenities.

All Unit Owners leasing their Units agree to add a reference to this waiver of liability to their leases, as of the effective date of this rule.

RULE 21: DISCRIMINATION PROHIBITED

It is the policy of the Association that discrimination or harassment of any kind based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, political affiliation, sexual orientation, or gender identity/expression is prohibited.

RULE 22: RULES UPDATES and CHANGES

These Rules & Regulations may be amended from time to time by the Board without notice or hearing to condominium Unit Owners and occupants. A copy of any such amendments or modifications shall be mailed, or delivered to each condominium owner and occupant at his or her condominium and posted on the community bulletin board before such Unit Owner or occupant shall be subject to any such amendments or modifications.

RULE 23: RULES ENFORCEMENT AND PENALTIES

Violations of these rules and regulations may be reported to the Association Manager in writing for immediate action and response. Upon receipt of a complaint or upon the initiation of an enforcement action by the Board, the Board or the applicable committee may take one or more of the following actions:

1. Possible Actions
    a. Warning - Issuing a written warning to the Unit Owner informing said person of the Rule that was violated and requesting future compliance with the Rules and Regulations; or
    b. Abatement - Abating an ongoing Violation by giving written notice to the Unit Owner of the date upon which such abatement action will be taken.
    c. Fines - The Board may immediately impose a charge/fine where circumstances warrant. A schedule of fines is incorporated into these rules and regulations.
2. Standards - When determining which of the foregoing actions is warranted, the Board shall apply the following standards:
    a. The Board or their designee shall investigate the facts regarding the alleged Violation before administering the enforcement.
    b. The investigation shall be fair and objective.
    c. The investigation must produce substantial evidence of a violation. If the complaint originated from a Unit Owner, that person will need to assist in providing evidence of a violation.
    d. The rules and enforcements shall be applied evenhandedly and without discrimination.

e. The penalty shall be determined according to the schedule of fines, set forth below.

f. Any Owner receiving a fine who believes no violation occurred may request a grievance hearing.

RULE 24: SCHEDULE OF FINES, ENFORCEMENT AND GRIEVANCE PROCEDURE

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

1. **A WRITTEN WARNING for a Unit Owner or resident's first violation** 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.

2. **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.

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

4. Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS ($500.00) shall be assessed 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:

   a. The violation is in direct defiance of a previous mandate from the Board of Directors.
   b. The violation was malicious in its intent.
   c. The violation is evidence of a pattern of the resident’s or Unit Owner’s non-compliance with the Condominium Documents.
   d. 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.)

Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

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. In the event that the Association retains an attorney to represent the Association’s interest in a suit filed by the unit owner’s mortgage company in which the Association is a named defendant, the Association shall 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.**

Courtyard Square Condominium Association
Rules & Regulations – effective 12/08/2021

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.
    c. That evidence shall be received and a record made whether or not the party complained against attends.
2. The hearing shall be divided into two (2) sections:
    a. The hearing.
    b. The determination and decision.
3. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.
4. The Determination and Decision Section of the meeting 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.
5. 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.
6. 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.
7. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

8. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:
    a. The award was procured by corruption, fraud or undue means;
    b. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;
    c. 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;
    d. 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.

RULE 25: HOME-BASED BUSINESSES

Home-based businesses and business activities are permitted, provided that they do not include any of the following:

- Businesses that are 'open to the public' or receive customers in the building;
- Businesses that create a nuisance, such as excessive noise, or offensive smells;
- Businesses that use an incommensurate amount of any CYS amenity;

RULE 26: COMMUNICATIONS TO UNIT OWNERS

Except as provided above, all communications to any Unit Owner at Courtyard Square Condominiums, either by the Board or by an individual Unit Owner shall only be distributed through US Mail or its equivalent. No Postings, newsletter, notices, etc. shall be affixed to any Unit, posted on any Association property or inserted into Unit Owner's mail or newspaper receptacles without express prior approval of the Board. The Board may additionally elect to post any communications on the community bulletin board in the common area of the property.

It is the Unit Owner's responsibility to inform their tenants of all relevant communications including changed or updated Rules & Regulations, notices to move vehicles, planned maintenance, etc.