PARK PLAZA
CONDOMINIUMS
120 Units

9001 – 9120 N. PARK PLAZA COURT
BROWN DEER, WI 53223

RULES AND REGULATIONS
ADOPTED AS AMENDED
2025

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PREFACE

A condominium is a self-governing community. Its officials, who constitute the Board of Directors, are elected by the unit owners to manage its affairs. Its "constitution" consists of its By-Laws and other condominiums documents, the Agreement of the United States Federal housing Commissioner. Its "laws" are the rules and regulations adopted by the Board of Directors which are subject to change from time to time, as the need appears. This booklet contains the rules and regulations as originally adopted by the Board of Directors on May 29, 1981 and amended June 20, 1985, March 8, 1993, November 14, 2005, April 11, 2021 and January 1,2025 Their purpose is to protect and improve the quality of life in our condominium project, any they are enforced for the benefit of all concerned.

Your regard for your careful attention to these matters presented here, will be, we hope and trust, many years of enjoyment in the Park Plaza Condominiums.

Following these rules is an outline of a grievance procedure which will be followed for violations/infractions of these rules. You should familiarize yourself with these procedures in the event it is invoked.

All unit owners will be responsible for distributing these rules to their leased residents/tenant(s) and ensuring that their residents abide by these rules and regulations.

Failure to comply with the rules and regulations will result in fine(s). Unit owners are responsible for fines levied against tenant(s). We do not fine tenant(s) only unit owners. Infraction of these rules will result in fines not less than $50.00 per occurrence and $10.00 or more per day until the condition is remedied. The current Board of Directors has the authority to increase the amounts based upon the severity of the infraction.

ALL RIGHTS RESERVED. NO PART OF THESE RULES AND REGULATIONS MAY BE REPRODUCED IN ANY FORM BY THE CURRENT BOARD OF DIRECTORS. WITHOUT PRIOR WRITTEN PERMISSION OF THE BOARD OF DIRECTORS OF THE PARK PLAZA CONDOMINIUM ASSOCIATION, INC.

DEFINITIONS

1. OWNER ~ Any individual who holds title of record to a particular unit or units of Park Plaza Condominiums.
2. ABSENTEE OWNER ~ Any owner who does not currently occupy or have possession of his/her unit(s).
3. RESIDENT ~ Any tenant(s) or person holding lawful possession of any unit premise.
4. GUEST ~ Any individual not defined as an owner or as a resident who is a social visitor of an owner or a resident.
5. RECREATIONAL FACILITIES ~ These include those areas of Park Plaza Condominium project described as the pool, deck area and children's play area.
6. PARK PLAZA CONDOMINIUM PROJECT ~ This is defined as that area more particularly described in the recorded Condominium Declaration and referred to throughout these rules and the Condominium project.
7. COMMON AREA ~ Real property other than the 120 separately designated apartment spaces which includes the multi-family structures and the property on which they are loaded and specifically includes, but is not limited to, the land, roofs, main walls, slabs, parking spaces except as specifically designated as belonging to the owners of a specific apartment space, trees, pavement, pipes, wires, conduits or other public utility lines, tennis courts, swimming pool, pool equipment, building , playground area and property utility building. **(FOR A MORE COMPLETE DEFINITION, PLEASE SEE THE DECLARATION).**
8. RESTRICTED COMMON AREAS AND FACILITIES ~ Limited Common Area are: (1) The outside patio as to units on the first story, or balcony as to units on the second or third story, immediately adjacent and appurtenant to each unit to which it has access by a door from the unit, the exclusive use of which is reserved for the owner and occupancy of such unit and (2) the 120 separately designated and described parking spaces located under the two bedroom apartment units and in the nine separate garage buildings, which each apartment owner being designated as the owner of specifically corresponding parking space, the exclusive use of which is reserved for the owner and occupancy of such unit.

For more complete definitions of "COMMON AREA" and "RESTRICTED COMMON AREAS AND FACILITIES"

Please refer to the

DECLARATION AND BY-LAWS OF PARK PLAZA CONDOMINIUM ASSOCIATION, INC.

GENERAL PHILOSOPHY

These rules, along with the declaration and By-Laws, establish the Rules and Regulations for the Condominium Project. It is stated philosophy of the Board of Directors that all recreational facilities are designated for and intended for the use and enjoyment of the owners of the Condominium Project. When situations arise which require the limiting of use of any recreational facility, it should be understood that owners shall enjoy first preference. If space and conditions permit, absentee owners, residents and guests will be offered the opportunity to share in the use of the recreational facilities.

FINES

Unless otherwise noted in this document, fines for any infraction will start at $50 per occurrence and $10 per day until infraction has been taken care of. The current Board of Directors has the authority to increase the amounts based upon the severity of the infraction.

SWIMMING POOL

1. All swimming and deck activities will be AT YOUR OWN RISK; THERE IS NO LIFEGUARD ON DUTY AT ANY TIME.
    A. The pool gate must remain closed and always locked. This door will not be allowed to be kept open for any reason.
    B. Buoy ropes must remain in place, in the pool, always.
    C. You must always carry your pool key with you when you are at the swimming pool.
    D. Unit owners are responsible for giving their tenant(s) the key.
    E. Replacement keys are available for $25 per key. Contact the management company if you need a replacement key.
    F. While swimming alone is not strictly prohibited, it is strongly recommended as a safety factor that every consideration be given to proper companionship and supervision while using the pool.
    G. Lifesaving equipment is for safety and emergency use ONLY.
    H. The swimming pool cannot be reserved for private or personal use by anyone at any time.
    I. Guest(s) are not allowed in the pool and/or deck area unless accompanied by the owner or resident who the guest is visiting.
    J. Due to limited pool space and furniture, all residents are asked to show consideration by limiting their guests in number and frequency. If you plan on having more than (4) four people, including yourself, you must seek Board approval for time and date of visitation.
    K. Occupancy of the pool shall be limited to preserve and protect the interests of health, safety and overcrowding.
    L. The owner(s) will have FIRST priority with tenant(s) having second priority and guest(s) having lowest priority in cases where use of the pool shall become limited especially on weekends and peak season.
    M. NO jumping, diving, cannon balls, rough housing is allowed in the pool area. If you participate in any of the behavior mentioned, you will be asked to leave the pool.
    N. Use of athletic equipment, running in the pool area, pushing, wrestling, dunking in the pool and similar behavior will not be permitted. Persons ignoring this rule must take full responsibility for any resulting damage or injury.
    O. NO bicycling and roller skating are strictly prohibited on the pool deck.

P. The use of rafts and flotation devices are permitted only when it does not inconvenience or disrupt the use of the pool by others.
Q. Toys and other personal items must be removed each day. Items left overnight will be discarded.

2. NO eating is allowed in the fenced in pool area at any time (STATE LAW)
   A. No breakable bottles or glass are permitted in the pool area for safety reasons. (STATE LAW)
   B. Any item brought into the pool area must be removed when the individual leaves the area. This includes towels, cups, toys etc.
   C. Anyone entering the pool area or the pool itself in an apparent intoxicated condition and/or apparent influence of unlawful drugs will be asked to leave the area immediately. Police will be called if compliance is not met.
   D. NO cooking is allowed in the pool area at any time.
   E. Children (5) five years of age and under, MUST wear Coast Guard approved personal flotation devices while within the fenced pool area. Failure to comply will result in the suspension of pool privileges. (5 days for first violation, 10 for the second, 30 for the third).
   F. AT ANY TIME, THE BOARD OF DIRECTORS CAN SUSPEND POOL PRIVILEGES AND ASK FOR THE POOL KEY OF A TENANT(S) OR UNIT OWNER(S) FOR THE ENTIRE SEASON.

3. Proper and customary swimming attire must be worn at all times when in the pool area.
   A. Frayed cutoffs, long pants, etc. are not acceptable swimming attire, but may be worn around the pool area and on the pool deck.
   B. Infants not yet toilet trained must be adequately diapered and must wear swim diapers. All disposable swim diapers must be disposed of properly in plastic bags and removed from the pool area when exiting the gate.
   C. Infants should not have their diapers and/or swim ups changed in the deck area. All items must be disposed of properly.
   D. Persons with long hair should have a secured pony tail and or hair clipped up while in the water.

4. All people are responsible for disposing of any litter and keeping the area of the pool deck clean.
   A. All furniture is to remain in the fenced-in pool area and should be straightened and be placed in its proper position after use.

B. Music, while permitted must be kept turned down. It should not be used in a manner which may disturb other occupants of the pool or neighbors. Head phones, ear buds are encouraged.
C. Smoking is only allowed in the "designated area."

5. All commonly recognized rules of personal sanitation and safety shall be observed. Parents, please instruct children/guest in this area accordingly.
   A. Use restroom facilities before entering the pool.
   B. Sanitary behavior and standards are expected in the use of the pool.
   C. The pool should not be used by persons having reason to believe that they have a contagious illness in which they may jeopardize the health of others.
6. Each adult owner or resident is responsible for the compliance of these rules of each member of his family and guests. All owners are responsible for their guest(s).
7. Each adult owner or resident is responsible for the enforcement of these rules among all owners, residents and guests alike.
8. Portable children's pools are NOT allowed at any time within the pool area.
9. NO pets are allowed in the pool area or the pool itself and pets may NOT be secured outside the pool fence at any time.
10. Pool must be evacuated during any emergency such as broken glass, pandemic issues, person that is hurt, severe weather, police matters.
11. The swimming pool will be open during the month of MAY and close during the month of SEPTEMBER, (weather dependent). ***The Board may also make the decision to NOT open the pool for various reasons such as a pandemic, structural issue with the pool and safety for the residents.*** A sign will be placed on the gate communicating why the pool is not open.

Please comply with the pool hours of the Association.

Sunday thru Thursday ~ 6:00 a.m. to 11:00 p.m.
Friday and Saturday ~ 6:00 a.m. to Midnight.

PLEASE NOTE THAT AT ANYTIME A BOARD MEMBER HAS PERMISSION TO ASK A RESIDENT OF PARK PLAZA CONDOMINIUMS TO EXIT THE POOL AREA FOR NON-COMPLIANCE OF FOLLOWING THE RULES. THE POLICE MAY BE CALLED AND FINES MAY OCCUR.

PLAYGROUND

1. Only children of owners or residents or guests may be allowed to use the playground facilities.
    A. Occasional guests will be allowed, provided they are accompanied by an adult resident while at the playground.
2. Legal guardians of children are responsible for the child's conduct and safety and/or personal injury or property damage that may result from use of playground equipment.
3. Children under the age of (7) seven must be accompanied by an adult resident.
4. Toys and other personal items must be removed each day. Items left overnight will be discarded.

PLEASE NOTE THAT AT ANYTIME A BOARD MEMBER HAS PERMISSION TO ASK A RESIDENT OF PARK PLAZA CONDOMINIUMS TO EXIT THE PLAYGROUND AREA FOR NON-COMPLIANCE OF FOLLOWING THE RULES. THE POLICE MAY BE CALLED AND FINES MAY OCCUR.

PARKING

1. Any motorized vehicle which is inoperable shall be deemed illegally parked, and if not removed within three (3) days will be subject to removal at the owner's expense and ultimate sale for any actual towing and storage charges. An inoperable vehicle includes one that cannot be legally operated according to the Wisconsin Statutes.
2. ALL vehicles must be parked in designated parking stalls and occupy only (1) one lined surface space.
    A. A designated parking stall for any unit owner, resident or guest is defined as the space between the two closest pained yellow lines on the asphalt in those areas designed for parking. In addition, (2) two-bedroom unit owners and residents have a separate designated parking stall directly behind the garage door of their two-bedroom garage, space permitting. NO DOUBLE-PARKING AT ANYTIME IS ALLOWED.
    B. NO motorized vehicles bumpers shall be parked over the Associations sidewalks at any time.
    C. Parking is strictly prohibited in the following places:
        - Along the curbs.
        - In the Fire Lanes at any time.

- In front of all (1) one-bedroom garages.
- On any grassy area, landscaped area, or sidewalks.
- By any dumpsters.

D. Violators may be towed, ticketed or fined by the Village of Brown Deer. Fines may also be incurred by The Association Board of Directors.

3. **No unlicensed vehicles or vehicles with expired license plates are to be parked on the premises. See Brown Deer Municipal Code 38-10. If your vehicle is ticketed or towed, it is the responsibility of the unit owner/tenant and not the Board of Directors or the HOA.**
4. NO commercial vehicles or trucks over 1 ½ tons allowed on the premises overnight without the permission of the Association.
5. NO boats, campers, trailers or recreational vehicles are to be parked and left out for more than one night without the permission of the Board of Directors and must be called in to the property management company informing of description and length of time.
6. NO parking in front of two-bedroom garages other than your own.
7. Mini-bikes, go-carts and other non-licensed motorized vehicles are not to be operated on the Association grounds, with the exception ground maintenance vehicles authorized by the Board of Directors.
8. All outside surface parking is limited for use of owners and residents only. If you are found in a situation where you need additional parking, you must call the Management Company and explain the situation. From there the Management will discuss it with the Board of Directors.
9. Guests of owners and/or guests or residents may park their vehicles in designated parking areas for not more than 48 hours unless obtaining consent from the Board of Directors. If you are having extended company, you must contact the Management Company with vehicle description and time frame of the company staying at the Association.
10. NO owner, absentee owner, or resident, without written consent shall be allowed to park more than (2) two vehicles at any one time on the Condominium project surface parking areas (which does not include unit garage). Contact the Management Company if you are having an issue with multiple vehicles. Failure to do so may result in towing and fine(s) at the unit owner's expense.
11. Two-bedroom unit residents should utilize the parking space behind their assigned indoor garage space (space permitting) for parking their second car. NO vehicle may be parked in such a manner so that any portion of the vehicle extends into any traffic or access roadway. Storage of vehicles on surface parking spaces is NOT permitted.

12. ALL vehicles parked on the premises must be in proper operating condition, conforming to Wisconsin Statues.
13. WINTER PARKING RULES – **Warnings will NOT be given.**
    A. Residents should make every effort to use their garage space during winter months so that the surface parking spaces and lot can remain clear and be plowed without vehicles inhibiting contractors to remove snow.
    B. After initial plowing, residents/guests should move all cars or vehicles in unplowed parking spaces to areas which have been plowed in order to facilitate snow cleanup. Vehicles may not remain in unplowed spaces. Vehicles will be towed at the owner's expense if necessary.
    C. If you are not going to be in town for any period of time and you park in a surface spot, please move your vehicle to the back parking area of Park Plaza so if plowing needs to be done, your vehicle will not be towed. Also notify the management company so they are aware.

14. Vehicles under repair, or in a state of despair, are not to be left outside overnight.
15. No auto repairs are to be done on the Association grounds outside of jumping the vehicle battery or changing an inoperable tire.
16. NO storage of any friends or family vehicles is allowed on the Association Grounds. You will be fined, and the vehicles will be towed at the owner's expense.
17. Please contact the Management Company if you have multiple vehicles for storage. This will be discussed with the Board of Directors to see if accommodation can be met.
18. Vehicles are not to exceed posted speed on the Association Grounds.

PETS

1. Only common household pets are allowed. No attack breeds such as; Doberman Pincher, German Shepard, Rottweiler, Cane Corso, Pit Bull or Pit Bull mix. If they are reported on the Association grounds you will be fined daily until the pet has been removed.
2. Only (1) pet per unit is allowed. NO "babysitting" or temporary custodial arrangements are allowed, unless written permission is submitted to the board for approval.
3. All pets are to be licensed or tagged in accordance with the Rules and ordinances of the Village of Brown Deer. You must notify the management company of any pet kept on association grounds.

4. All pets must be curbed and walked on Non-Association Grounds and off the landscaped areas of the Condominium property. No Common Areas are allowed for your pet to urinate or waste.
5. All pet owners must own a "pooper-scooper" or always carry pet waste bags with them when walking their pet. Please carry waste bags, double bag the waste and dispose of it properly.
6. All Pets are to be kept on a short leash and allowed on sidewalks only while in the Condominium area. Pets may not run unleashed on grassy areas or common areas of the Association.
7. NO pets are to be tied outside of any Condominium unit unless the owner is present and outside with their pet.
8. Unit owner(s) are financially responsible for their animal's behavior and replacement, or repair of any property damaged by their pet.
9. No exterior pet houses are allowed outside of the unit. This includes cat posts/poles on your patios.
10. NO chains, ropes, stakes that screw into the ground for the purpose of securing the pet are prohibited.
11. NO breeding of pets is allowed.
12. Owners are responsible for controlling the behavior of their pets (i.e. barking, crying) this behavior is disturbing to the neighboring units.
13. Residents are encouraged to contact the Village of Brown Deer Police Department regarding violations and/or problems.
14. Any attack or bite MUST be reported immediately to the police. In addition to the Management company.
15. As of October 25, 2007, owners will only be allowed 1 cat or 1 dog in a unit. All present owners with more than one pet are (grandfathered).

GENERAL LIVING

1. NO person shall be permitted to act in an irresponsible manner which can result in the endangerment of the health and/or safety of another individual. If you feel threatened, please call the police and report the activity to the Management Company.
2. All unit owners/tenants are not allowed to inflict any damage or destruction on any part of the common areas. Defacing property is also prohibited. Anyone who violates this rule will be given an automatic fine and be responsible for all costs to repair any damage.
3. NO excessive noise (as example: if it is bothering a neighboring unit, it is excessive).

4. Garage doors are to be tightly closed and always locked if no one is working in or using the garage.
    A. Do not store garbage in the garage.
    B. NO owner or resident may store any gas or other flammable liquid which would create a safety or health hazard or would endanger life or property or would increase the insurance risk of the individual unit or the Condominium Project.
5. NO partitions, walls or other structural changes are allowed without the written consent of the Board of Directors.
6. To keep the common areas free from litter and trash that may be lying around the grounds.
    A. Garbage should be placed in plastic bags and sealed at the top.
    B. If dumpsters are full, please use another. Do NOT place garbage on the ground. It will not be picked up by the refuse company.
    C. Please be sure to close the trash receptacle after use.
    D. No refuse is allowed to stay on your patio or outside your unit door.
    E. No littering.
    F. Residents are responsible for the removal of items too large for the dumpster containers. Tires, batteries, drain oil and paints are not allowed at any time (STATE LAW).
    G. ALL large items such as furniture, beds, mattresses, bikes do not go in dumpsters. There is a large item pick up area next to the maintenance garage. Bulk pick up is called in on an as needed basis.
    H. DO NOT crowd the area of the dumpsters.
7. Nothing is to be stored on front or back porches, except a reasonable amount of patio furniture and/or grill.
    A. No non-motorized vehicle shall be stored overnight on sidewalks, balconies or patios.
    B. All bikes, tricycles and children's toys, basketball hoops are to be stored in the condo unit or garage when not in use.
    C. NO motorized vehicle of any type shall be stored on any patios, sidewalks or other common areas.
    D. NO articles are to be hanging on or over any balcony or patio at any time. Decorative items are permitted (i.e. flower box, plants) provided they are kept neat and orderly.
    E. Flower pots and boxes are permitted but must contain healthy, well maintained plants.
    F. ONLY garden hoses are to be stored in between the AC units.
    G. NO portable swimming pools are allowed on the patios.
    H. NO charcoal or lighter fluid may be stored on any patio of balcony.

8. All cooking on outdoor grills is restricted to either patios or balconies ONLY. Subject to all local and state fire codes and ordinances. **(See Brown Deer Fire-Pit-and-Fire-Code-Ordinance)**
    A. For grills which use LP or natural gas fuel, the exterior terminus of the permanent piping shall extend no more than tree (3) inches from the building wall an must provide either manual shut-off or an automatic shut-off in conjunction with a "quick disconnect" feature. The piping from the gas supply to the frill must be of a flexible type. Permanent piping must first have written approval of the Board of Directors. Any permanent piping installed without such written approval is subject to removal. **(THIS IS ABSOLUTELY NOT ALLOWED)**
    B. Hot grill covers must not be placed on the grass.
    C. Coals must be cool before disposing of them. Coals must be disposed in a proper container and not dumped on the Condominium grounds.
    D. Grills and covers are to be kept in neat orderly condition.
    E. ALL grills are to be stored after use and once they are cooled down.
9. Maintenance of windows, screens, storm doors and garage doors are the ***homeowner's responsibility.*** If you are looking for a contact, please call the Management Company for a current and responsible contractor.
    A. All windows that are open must have screens properly installed. Any torn screens will require replacement.
    B. Broken windows must be replaced within (5) five days.
10. Sheets, blankets, cardboard etc. are NOT acceptable window coverings. Window treatments must all have a neat and tidy appearance.
11. ANY nuisance that is disturbing to a neighboring unit must be reported. This includes the smoking of cigars, cigarette smoke, and marijuana use of recreational drugs. Smoking of any kind is disturbing to the neighboring units. This smoke filters through the walls into the next units.
12. When staining or painting the interior of your unit, please open your windows and use running fans until your unit is back to a manageable state.
13. If you will be away for an extended period, please notify the management company or let a neighbor know, in case of an emergency.
14. No person may remove or remedy any part of the Association grounds. This is considered damage and without specific notification to the Management Company and/or Board of Directors you will be fined and possibly asked to put it back to the original state.
15. All owners, residents and guests must abide by all local and state ordinances and laws including, but not limited to, firearms and fireworks ordinances.
16. ***USE THE SIDEWALKS ONLY!!*** Please respect the privacy of the neighboring units. Do NOT Walk across the grass and other patios.

17. Operation of the water and hoses will be during appropriate weather. Once water is turned off for the season, it may not be turned on until management notification.
18. All hoses not in use shall be removed from the common areas and returned to their stored position.
19. Water conservation is encouraged.
20. All holiday decorations can be put up a month prior but taken down within (15) fifteen days post the holiday.
21. Unit owners are required to provide the Association with the names and phone numbers of unit residents within 30 days of the resident's occupancy. The Association must be informed of any change in name(s) or phone number(s) within 10 days of said change. ***PLEASE SEE RENTAL RULES***

DOOR TO DOOR SALES AND DISTRIBUTIONS

Resolved, that in order to preserve the safety and enjoyment of the owners in their persons and property, Park Plaza Condominium Association, Inc., adopts the following Rules and Regulations to apply to all door-to-door salespeople and all door to door distributions of materials, both of which will herein after by referred to as "solicitors."

1. All solicitors must register with the Management agent prior to any solicitation or distribution activity at Park Plaza Condominium and must receive written approval by the Board of Directors prior to any activity.
2. All solicitors must provide the Management Agent with a statement detailing their proposed activity at Park Plaza Condominium and the exact dates and times said activity will occur. All solicitors must always have visible Identification while on Park Plaza Condominiums property.
3. All solicitors must provide the Management Agent with the names and addresses of all persons, agents and /or employees who will conduct or participate in any activity at Park Plaza Condominium.
4. All Solicitors must agree to indemnify Park Plaza Condominium Association Inc. and all owners and/or residents of Park Plaza Condominium for any damage, injury and attorney fees resulting from their activity at Park Plaza Condominium.
5. All solicitors must supply Park Plaza Condominium Association, Inc. with either a bond or general liability insurance policy covering the solicitor and/or its agents and employees for the minimum amount of $100,000.00.

BUILDING AND GROUNDS

1. Any additions to an existing unit, exterior alteration, modifications or change to an existing unit, or any new structure, must have the written approval of the Board of Directors. **(See Brown Deer Municipal Code sec.105-49)**
2. Awnings do not enhance the esthetic quality of the community and are, therefore, forbidden. Exterior plastic window and door coverings are considered unsightly and are also forbidden.
3. No television or exterior antennas of any type may be erected by unit owners or residents.
4. No exterior lighting shall be erected that is permanent in nature or directed in such a manner as to create an annoyance to neighbors.
5. Approval of any project by the Board of Directors does not waive the necessity of the owner or resident obtaining Village of Brown Deer or state approval if it is required. Anyone found to not have the proper paperwork from the village will automatically be fined $250.00 and will also be responsible for any additional fees and costs incurred.
6. Requests from unit owners should consider that the request must compliment the landscape and architectural design of the community, will not obstruct or detract from a neighbor's view, will not interfere with maintenance, and will not infringe on other unit owners' rights.

LANDSCAPE

1. Requests for any planting must be approved by the Board of Directors.
2. The cost of plants and planting must be the responsibility of the unit owner requesting such plantings.
3. Maintenance and watering of the planting is the owner or residents' responsibility and if not properly maintained, the plantings are subject to removal at the discretion of the Board of Directors with the costs of such removal charged to the unit owner.
4. Planting shall not interfere with normal buildings and grounds maintenance.
5. The planted areas shall continue to be common areas with the Condominium Project with the Board of Directors reserving the right to terminate authority previously granted and to remove improvements should such action be necessary.

PATIO AND SIDEWALK IMPROVEMENTS

1. The improved area shall continue to be common area rather than an extension of the limited common area of the owner.
2. The Board of Directors reserves the right to terminate authority previously granted and to remove improvements at the expense of the Association at any time should such action be deemed necessary or desirable.
3. The improvement costs, including damage to common area due to construction, and expense of maintenance and repair of authorized improvements to be made on common area shall be paid by the owner or resident securing such authority and his successors and assigns.
4. The Board of Directors shall determine the standards for construction specifications and other conditions and limitations upon the improved area.
5. All patio improvements and extensions and associated landscaping improvements must be continuous to the unit being improved.

REQUESTS

1. The Board of Directors will consider only written requests for landscape and patio and sidewalk improvements. The written requests must contain enough information for the Board to make a reasonable and informed decision. The written request should include, but is not limited to, dimensions, material specifications, location, color and sketches of the request. As much detail as possible.
2. If a request is rejected, the requesting party is free to request that the Board reconsider its position and is encouraged to present new or additional information. The Board of Directors will answer a request as promptly as possible.
3. All requests will be recorded in the minutes of the Board meeting along with decisions taken.
4. Any modification made without the approval of the Board of Directors will be considered a violation of the Association By-Laws and these Rules and Regulations.

GRIEVANCE PROCEDURE

The following is the procedure to be followed by the Grievance Committee of the Board of Directors in hearing and determining a complaint of violation of the Association Rules and Regulations.

1. The Grievance Committee must be objective in regard to the parties involved and the specific complaint.
2. A complaint may be generated by any unit owner or resident. Any unit owner or resident having a complaint concerning an infraction of the Rules and Regulations shall describe the infraction in writing, citing all specific and relevant facts relating to the infraction and shall give a copy of the complaint to the President of the Board of Directors or their designee.
3. Upon receiving a duly made complaint, the President or their designee shall, within seven (7) days, adhere to the following procedure.
4. A letter shall be sent to the owner(s) of the unit and/or the alleged offending resident by certified mail with return receipt requested:
    A. Stating the alleged facts of the violations and
    B. Asking for compliance, or an explanation within (3) days by certified mail with return receipt requested addressed to the President of his designee.
5. If a satisfactory response of compliance does not follow, a second letter shall similarly be sent as follows:
    A. Reference to the first letter and its content.
    B. The fact that there has been no satisfactory response of compliance.
    C. Summons to a hearing before the Grievance Committee of the Board of Directors.
    D. Advise on the right to counsel.
    E. Notice of evidence will be received and a record made whether the alleged offender(s) attends.
    F. Notice that if found guilty, a fine may be imposed in addition to any costs and actual attorney's fees incurred by the Association; and
    G. Notice that such fine will be a lien against the subject unit.
6. At least five (5) days prior to the convening of the meeting, the President or their designee, must notify all parties making the complaint and all parties being complained against of the meeting date and time.
7. Said meeting shall be divided into two sections: hearing and decision. The hearing section of the meeting shall be open to the Grievance Committee, the Associations attorney, the parties involved, any attorney for the parties, and any

witnesses for the parties (although they may be sequestered). The decision section of the meeting shall be a closed session and shall not be attended by any of the parties involved in the complaint.

8. If the person making the complaint fails to appear at the hearing called, the complaint shall be dismissed and costs incurred by the responding party assessed against the complaining party.
9. If the person complained against fails to appear, the complaining party must still prove their complaint and no presumption can be made from the non-appearance.
10. The burden of proof shall be on the complaining party to prove the complaint by a reasonable preponderance of the testimony.
11. A decision of the Grievance Committee may be appealed by any unit owner or resident receiving an assessment of damages or other sanctions. A complaining party dissatisfied with any sanction or condition established by the committee may also appeal.
12. Any appeal shall be made to the Board of Directors as a whole.
13. An appeal shall be made by submitting, within three (3) days of notification of the decision, a written intent to appeal against said decision.
14. The Board of Directors shall establish its procedure to consider any appeal made as outlined above.
15. If the appeal involves a specific assessment or charge, the Board of Directors shall have the option of adjusting the charge. Sanction or penalties may include the following:
    A. Informal letter of reprimands.
    B. Loss of voting rights or rights to the use of any recreational facility for a period of not more than thirty (30) days.
    C. Assessments of fines per occurrence.
    D. Assessment of damages, liquidated and/or actual; and
    E. All other legal and judicial sanctions otherwise available.
16. The Grievance Committee shall have the option of immediately convening a hearing upon such notice it deems appropriate under the circumstances, as set forth, following the procedure if it deems it necessary.

RENTAL OF UNITS (Section Being Overhauled 01/2025)

1. ~~Park Plaza will only allow up to 40% of it's units to be non-owner occupied.~~
2. ~~No more than one unit my be rented at any time by the same owner. Any current owner who is leasing more than one unit as of July 31, 2024, shall be allowed to continue leasing these units until that owner sells the unit, provided the current unit owner delivers a copy of the current leases to the board by September 30, 2024. If the owner fails to deliver the leases to the Board by September 30,2024, the owner shall only be allowed to rent one unit from that time forward.~~
3. ~~The Board will require a copy of the current lease that owners have with their tenant(s).~~
4. ~~A criminal background check must be performed by the unit owner and provided to the management company for board approval prior to leasing of the unit. The Association prohibits and individual who has been convicted of a felony that requires them to register with a governmental agency from residing in the community as of August 28, 2008. The Association undertakes no liability whatsoever as a result of failing to enforce this rule.~~
5. ~~The Board of Directors will require a standard lease form for all new applicants. The minimum lease will be (1) one year and after the one year it will go month to month.~~
6. ~~An entire set of Rules and Regulations must be given to the tenant(s) of Park Plaza Condominium Association. The tenant(s) and unit owner must sign off that such has been received.~~
7. ~~If a tenant(s) is moved in without prior approval there will be a fine of $500.00.~~
8. ~~Board of Directors has the approval decision and may decline a tenant at any time. Approval of such tenant(s) is on a case to case decision.~~
9. ~~Upon acceptance of the application, the owner shall immediately pay the Association a $1500.00 security deposit for the particular unit.~~
10. ~~If a unit owner must be current on all fees to be eligible to rent their unit.~~
11. ~~6 months of Association Fees must be paid up front prior to leasing out your unit.~~
12. ~~Failure to follow the guidelines will result in a possible lien on the unit including Attorney fees.~~
13. ~~If the tenant(s) has been approved a completed tenant information sheet must be filled out prior to moving in.~~
14. ~~NO pets are allowed with any tenant(s).~~

15. ~~If the unit is going up for sale it is the responsibility of the unit owner to contact the Management Company and let them know when the tenant(s) will vacate the premises.~~
16. ~~Any damages done to the common area or outstanding fines will be deducted from the $1,500.00 rental deposit.~~