Park Place Owners Association
Rules and Regulations

The following "Rules and Regulations" have been established by the Board of Directors regarding the use of the condominium, its common areas, and the conduct of the occupants/owners. Unless otherwise specified, the violation of any Rule or Regulation in this policy will result in a Class B penalty.

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Club Room and Courtyard

Club Room, Damage
The deposit for clean-up/damage will be refunded if all areas of the clubroom, kitchen, deck and courtyard are left clean and undamaged as determined after an inspection by maintenance or designated Association officer. Inspection will occur by 11pm on the same day as the rental takes place. Restitution for damage is the responsibility of the renter and your security deposit will be retained and applied to the total cost of damage repairs.

Club Room, Fees
All occupants of Park Place may rent the Club Room for private parties. The Board of Directors establishes the rental and the damage/clean-up deposit fees yearly. All fees must be paid with the reservation form. Check the kitchen calendar for open dates.

Club Room, Funeral
In the event of the death of an owner, the rental and clean-up deposit fees will be waived if the family utilizes the Club Room for funeral related gatherings.

Club Room, Holiday Rentals
No private rentals are available on holidays to include Easter, July Fourth, Thanksgiving, Christmas Eve or Day, or New Year's Eve or Day.

Club Room, Hours
The Club Room closes daily at 10pm except Saturday when it will close at 11pm.

Club Room, Rules
Club Room rules are posted in the kitchen area and Club Room bulletin board should be reviewed by renter prior to rental date. The Club Room is not to be used for commercial purposes. It is the responsibility of the renter to make sure all guests abide by the Club Room rules. **No running in the hallways, lobby, or Club Room or climbing on any furniture. Violation of this rule will result in a Class A fine.**

Courtyard, Activities and Equipment
Courtyard activities are limited to those games whose equipment is provided by the Association. This equipment is located in the Club Room closet. An adult unit owner rather than a guest must supervise equipment usage. No other games or activities are permitted in the courtyard area including football, baseball, lawn bowling. Throwing rocks in the pond is strictly prohibited as is climbing on said rocks**. Children must be supervised by an adult at all times. Violation of this rule will result in a Class A fine.**

Courtyard, Grill
Residents using the courtyard grill are responsible for cleaning the equipment after it is cooled. Complete work order when gas cylinders need refilling.

Common Areas

Antenna, Cable, Satellite Dish
Cable hook ups are provided in all units. Contact cable service providers for pricing and installation.

In accordance with FCC regulations the mounting of a satellite dish or any of its mounting components onto any common area wall, the roof, the pillars or on the common area grounds is strictly prohibited. Owners are not allowed to drill through any inside or outside common area wall to connect a satellite service. The owner will be responsible for the cost of any repairs. **Violation of this rule will result in a Class A penalty.**

Christmas Trees
Live Christmas trees are not permitted anywhere inside common and private condo premises (fire hazard).

Common Area, Air Exchange
Pressurized Air Exchange – Fresh air is drawn in from outside vents and forced throughout our halls and common areas. This air is not air conditioned in summer. Air conditioners in the Lobby and Clubroom keep these areas comfortable. Summer season air is ambient outside temperature in the halls. To maintain proper ventilation all common area windows, fire doors, and individual unit entry doors must be kept securely closed at all times. Floor fans are not to be moved, turned, or unplugged.

Common Area, Carpeting
Report all spills and stains on common area carpeting in the hallways, Clubroom, and elevators should immediately be submitted on a work order so that proper cleaning may be quickly undertaken. The cost of repair and replacement of any common area carpeting damage due to negligence by owners, renters, or guests will be the responsibility of the unit owner. **Failure to report damage that you caused is a Class A violations.**

Common Area, General
It is strictly prohibited to alter any common area, including grounds and landscaping, unless authorized in advance by the Board of Directors. **This will result in a Class A penalty.**

Common Area, Hallways
Residents are asked to keep the small, general area in front of their doors in a neat and orderly fashion and to vacuum periodically. Shoes may not be left in front of units in the hallway. Decorations should not extend beyond the recessed area on the individual entryway.

Drones
All public and private owned drones are strictly prohibited on Park Place grounds.
Violation of this rule will result in a Class A penalty.

Lawn Sprinkling
Lawn sprinkling and/or the watering of flowers, shrubs, and bushes is not permitted unless approved in advance by the Board.

Lobby, Bulletin Board
All notices are confined to 3"x 5"cards. Notices must be dated and will have a 10-day time limitation with the exception of unit sales that have no time limit. All commercial messages are prohibited. Notices must be submitted to the office for posting. The office has discretion when determining the appropriateness of the notice and is responsible for the posting of all messages.

Lobby, Mail Box
All owners and renters are prohibited from leaving unwanted mail, newspapers, or other such materials in the lobby mailbox area. All unwanted materials should be disposed of properly in your own waste containers. Do not dispose of un-bagged mail down the garbage chute. Residents are not to remove any mail other than their own unless they have the express consent of the recipient. **Reminder: tampering with mail, packages, or mail boxes is a Federal offense subject to prosecution.**

Smoking
The use of all types of smoking materials is prohibited in all the indoor common areas including elevators, hallways, and the basement. **Violation of this rule will result in a Class A violation per incident.**

Visiting Guests
Guests should be escorted when entering the basement or touring the complex. At no time should guests be left alone unescorted to wander through the buildings unless they are going from/to parking lot or to a unit. Children under 15 years of age are **not** permitted in any common area unless accompanied at all times by a related adult. Guests are not permitted to bring pets on grounds or in buildings. **Violation will result in a Class A fine per day.**

Dues and Assessments

Dues and Special Assessments, Due Date
Association dues and special assessments are payable by the 1st day of each month.

Dues and Special Assessments, Fees
Association dues are determined yearly by the annual budget. Special assessments are determined as voted on by the Association members pursuant to the Association governing documents and Wisconsin State Statutes.

Dues and Special Assessments, Late Fees
Any payment(s) not received by 5pm on the sixth of the month will be assessed a late fee as determined by the Board. Late fees are assessed on a monthly basis accruing monthly. Abuse of this rule will not be tolerated by the Board. **Late fees will now be assessed a Class A fine.**

Fire Alarms

Fire Alarm System

Control and maintenance of the fire alarm system including the smoke detectors are the responsibility of the Association. Due to liability issues residents are not allowed to tamper with the system in any way. **Violation of this Rules will result in a Class A fine.**

Smoke Detectors

Call the emergency phone number to report a smoke detector issue. All smoke detectors are permanently sealed with 10 year lithium batteries. Changing of batteries is not necessary.

Fire Safety System

The fire safety system at Park Place includes the sprinkler system and the fire alarm system that includes the smoke detectors. The equipment for these systems are installed in the common areas as well in the owners unit. It is critical to the operation of these systems that they be maintained, repaired, and replaced as deemed necessary so they can perform their intended function in an emergency. This means that there will be times that the owners will need to provide access to their units to allow this work to be done. Access means on the days and times that the contractors, maintenance staff, inspectors, fire department officials or others have scheduled to perform their work. Whenever possible the Association will provide advanced notice to the owners of work on the fire safety system that is being done in their units. However, there will be times when providing this notice is not possible and every effort will be taken to notify the owners on the day that the work is being performed. Owners are advised that if they refuse access to their units for work on the fire safety system that they will be financially responsible for any damage that occurs from the failure of the safety system in their unit, the common areas, and other units. An owner who refuses access should check with their insurance agent to confirm that they would pay for these damages- if not the owner would have to pay for these expenses out of pocket. If an owner does refuse access to their unit for work on the fire safety system the Association will provide them a notice that they are now financially responsible for any damage that occurs from the failure of the fire safety system in their unit, the common areas, and other units. A copy of this notice will be sent to the West Bend fire Department as well as the Association master policy insurer. If the owner allows access after receiving said notice from the Association, the owner will be financially responsible for the cost of having the work done on a different day and time that what was originally scheduled for.

This policy is based on guidance from Cap. Ken Asselin West Bend Fire Department and in compliance with the Wisconsin Fire Safety Code SPS314

Garbage

Do's and Don'ts, Garbage

Do:

- Make full use of your garbage disposer.
- Securely tie all garbage bags to eliminate odor.
- No electronics, appliances, or carpeting may be disposed of in the garbage dumpster.

Do's and Don'ts, Garbage Disposal

Do:

- Grind food waste with a strong stream of cold water.
- Grind hard materials such as chicken bones, fruit pits etc. to help scour out the grind chamber.
- Grind all vegetable peelings that are cut into small pieces and fed slowly with a full flow of cold water until it runs clear.
- Dispose of small amounts of fats and grease making sure you use a strong stream of cold water. If you have a large amount of fat, let it solidify and dispose of it in the trash.
- Flush disposer for cleaning and after draining dishwater. Some detergents are caustic.

Don't:

- Use hot water.
- Grind extremely fibrous material like cornhusks, artichokes etc. because they are too stringy.
- Turn off the water until grinding is complete and only the motor and water sounds are heard.

Do's and Don'ts, Recyclables

Do:

- Hand carry all recyclables to the dumpsters.
- Cut the tops and bottoms off of cans and flatten them to save space.
- Remove the caps off of milk and soda containers and flatten them.
- Wash out all containers.
- Cut and flatten cardboard boxes to save space.
- If 1 dumpster is full go to another building.

Don't:

- Recycle Styrofoam, broken glass, pots, pans, or any other metal objects—they are trash.

Dumpsters, Garbage
The dumpster beneath the chute is for garbage only - - no recyclables.

Dumpsters, Recyclables
Specially marked recyclable dumpsters are located in the garbage collector rooms. Hand-carry all recyclables to the dumpsters, do not use the chute for recyclables. Flatten all recyclables to smallest size possible. Plastic bags are not permitted in the recycle dumpsters.

Hazardous Waste
To comply with waste disposal regulations it is strictly prohibited to dispose of batteries, liquid paint, chemicals or other inflammables in the garbage. Paint cans with covers removed are allowed.

Pick-Up Schedule
Scheduled garbage and recyclable pick-ups by our contracted hauler are on Monday and Thursday. Pick-up times and days can vary depending on holidays, weather, etc.

Moving In/Out

Moving Out

A $700 moving out fee will be assessed to defray the costs of damage to common areas, increased garbage disposal fees, and increased Administration costs.

Moving In

The costs of moving in are included in the transfer fee of $500.

Moving
All moving in or out must be staged through the north garage door. For safety and security purposes and to protect the carpet nothing can be moved through the lobby. Movers may unload in the parking lot but must haul the owners' property directly to the unit. It is not permissible to block parking stalls inside or out or block drive lanes while moving in or out.

Pets & Animals

Animals

Small birds and fish/aquatic animals are the only animals that may be kept within the units. No other animals, except service animals, may be brought onto the grounds including the parking lot. The Association will not be responsible for any damage or injury, both to the animal or humans, an unauthorized animal may cause. Failure to adhere to these rules will result in a Class A penalty. The penalty will be assessed each day of the violation.

Animals, Definition—Service, Assistance, Therapy, & Emotional Support

Service animals are defined in the American with Disability Act (ADA) and the Fair Housing Act (FHAct) as dogs that are individually trained and certified to work or perform tasks for a person with a disability. Only dogs are recognized as service animals under ADA and FHAct. Service animals will be identified as such. In compliance with Federal law service animals will be allowed into all common areas of Park Place. Service animals must be kept under control at all times. Owners of service animals are responsible to clean up after their animal and they will be responsible for any damage the animal may cause.

Assistance animals are not pets but animals that work, provide assistance, or perform tasks for the benefit of a person with a disability or provide emotional support that alleviates one or more identified symptoms or effects of the disability. ADA and FHA Act do not require an assistance animal to be individually trained or certified. Under Federal law Owners requesting an exemption to our no animal rule must apply to the Board of Directors in writing for a reasonable accommodation exemption for an assistance animal.

Therapy animals are defined as dogs or other species that have been trained and screened for its ability to interact favorably with humans or other animals. The primary purpose of a therapy animal is to provide affection and comfort to people in hospitals, nursing homes, schools, hospices, and disaster areas and to people with learning disabilities. Therapy animals are not “service” or “assistance” animals and they and their handlers have no protection under ADA or FHA Act. Therapy animals fall under our no animal rule and will not be allowed on the grounds.

An emotional support animal (ESA) is an un-certified companion animal that provides a therapeutic benefit to an individual with a mental or psychiatric disability. An ESA does not receive any special training, as its primary purpose is to provide companionship to an individual. Under Federal law Owners requesting an exemption to our no animal rule must apply in writing to the Board of Directors for a reasonable accommodation exemption for an ESA.

Animals, General Rules

In the event an animal is allowed under a reasonable accommodation exemption, the Owner will be responsible for:

- Cleaning up after their animal.
- Keeping their animal quiet and under control at all times.
- Restitution for repair of any damage the animal may cause.
- The Owner will be responsible to provide to the Association, on a yearly basis, verification by a registered veterinarian that all vaccinations are up to date.

In addition:

- All animals except service animals will not be allowed in any elevator.
- The Association will not be held responsible for any damage or injury the animal may cause.
- Only 1 animal will be allowed under a reasonable accommodation exemption.

Animals, Reasonable Requests

Once a reasonable accommodation request for an animal is received by the Board of Directors they will forward the request to the Association's attorney. Any communications regarding information required to process that request will be directly between the attorney and the requestor. The Board will abide by the recommendation received from the attorney.

Animals, Penalty

Failure to adhere to our no animal rule or bringing an animal on premises prior to an exemption of our no animal rule will be result in Class A violation and confiscation of the animal.

Rental Policy

Effective 6/2024 The Association prohibits the rental/lease of any unit or any portion of any unit. Any unit purchased thereafter shall be an Owner Occupied unit as described below.

Background

The Wisconsin Supreme Court has upheld Owners Associations' rights to restrict such rentals.

Intention

To maintain the desirability and value of our units and preserve the original intention of Park Place as a prime residential property the Board voted unanimously to amend our rental policy.

Primarily our rental rule restriction was adopted to protect mortgage financing for unit owners. The reason is that when the number of rented units exceeds a certain percentage some lenders will not make loans or will only offer high-cost financing. With too many renters the property is viewed as an "investment property" even if people would like to buy and live in their units. Investment property loans are higher risk and investors are historically less willing to invest money in maintenance and repairs. This jeopardizes a lenders collateral even for owner-occupied units, raises resident owner costs, makes units

hard to re-sell because larger down payments are required for investor loans, and increases the odds of loan default. Second, studies have shown that tenants show a higher incidence of rule violations amongst other things. Rental occupancies generally are shorter than owner occupancies and do not allow for the development of long-term personal relationships among neighbors. This is important where housing is dense, walls and entryways shared, and the requirement for cooperation among neighbors is greater. In addition, homeowner Associations are dependent on a pool of qualified volunteers to staff the board of directors, officer positions, and committees. Tenants are ineligible to serve in any of these capacities. Last, landlords (as unit owners) can serve as directors but their interest in the community is often secondary to their interest in an uninterrupted rental income stream and the maintenance services supplied by the Association. Furthermore, landlords on boards of directors typically cannot be objective when their tenants are involved in rules violations disputes.

Put simply, resident owners generally are more likely to contribute to the success of the community. Restricting rentals may cause economic hardship for a percentage of owners but this economic cost must be balanced against the long-term interest of all the owners in a stable well-managed community of homeowners.

Owner Occupied Unit Description

1. **Unit is occupied by the duly recorded Owner(s) on the Deed as the Owner(s) principal residence or second home.**
2. **If the Owner is a Trust, the primary beneficiary of the Trust may occupy the unit.**
3. **If the Owner is a Partnership, any Partner duly recorded on the Deed may occupy the unit.**

This provision will not prohibit the continuation of those units presently in rental/lease. As of June 2024 7 (seven) units are grandfathered under the previous rental policy until any of the follow occurs:

1. **The Owner moves into the unit and remains there for at least 6 (six) months.**
2. **The unit is vacant for any period longer than 6 (six) months.**
3. **The property is sold and no longer considered grandfathered.**

Resident Interference

Business of the Board

Residents or guests shall not interfere with the business of the Board of Directors.

- Residents or guests may not move or defame any common area of the property of the Association, including the retention pond/rocks, deck, landscaping etc, without prior written permission of the Board of Directors.

- Residents or guests may not obstruct, instruct, or interfere with Association employee, vendors, volunteers performing Board sanctioned tasks or contractors hired or working inside or out under the direction of the Board of Directors.
- Residents or guests may not repair or alter any common area property, inside or out, without prior written permission from the Board of Directors.
- Violating any of the above will be considered a breach of safety for the whole Association and will result in an immediate fine of $50 per incident.
- Violation will result in a Class A fine.

Security and Safety

Doors, Fire
To comply with fire regulations, fire doors are to be kept securely closed at all times.

Doors, Outside Entrance
Outside doors to all buildings must be closed and locked at all times. Unattended doors may not be blocked open for any reason including the overhead garage doors.

Doors, Storage Areas
All storage area doors must be closed and locked. In case of emergency, this prevents residents from being trapped by opening a storage door instead of an exit.

Entrance, Lobby
The lobby has a security entrance. Visitors are to be admitted only by residents who know them, generally through the callboard electric door lock release. Residents may offer courteous assistance to strangers, but should not admit them without proper knowledge of their visit.

Keys, Common Area
The common area keys consist of a Master key (marked "M") that will open the common area doors and electronic key fobs and PIN numbers that will activate the doors with electronic locks. The following rules shall apply:

- All keys are the property of the Association.
- All keys. fobs, and PIN numbers will be registered with the Association.
- Keys cannot be duplicated.
    - Each resident will receive an "M" key and may not give it out to any non-resident under any circumstances at any time.
- The fine for giving an "M" key, a key fob, or a PIN number to a non-resident is $100.
- Upon termination of residence at Park Place you must return your key and key fob to the Association. You may not pass these on to a realtor or the new owner. The Association will register and provide new owners with the proper keys.
- If you lose your key or key fob inform the Board immediately. Failure to do so may mean you will be responsible for reimbursing the Association for the cost of re-keying the entire complex.

Vendors & Contractors

- All vendors doing work at Park Place must park in the parking area near the north garage door.
- Vendors are not allowed to park in the basement unless authorized in advance.
- Vendors are not allowed in the courtyard unless authorized in advance.
- Large vehicles or vehicles with trailers must park on Wood Way if there no room in the north parking lot.
- Inform the office of any scheduled work to received a special PIN code to enter the north garage door. If no code is obtained the resident must accompany the vendor to and from the basement to allow them entry.
- It is strictly prohibited to prop open any door at Park Place

Security Cameras

Security cameras are located throughout the complex. Deliberately moving, disabling, or tampering with the security system with result in an immediate substantial fine. In the event of a security issue contact the office or a Board member immediately.

Unit Owners

Balcony

No laundry, clothing, or other apparel items may be hung from balcony decks, railings, or patio areas.

All bird feeders including hummingbird feeders are prohibited due to insect and vermin infestation.

Plants, flags, Christmas and other decorations, wind chimes, and/or other types of patio/balcony adornment are subject to reasonable limitations and discretions as determined by the Board. Outdoor Christmas decorations must be removed by January 15. Unit owners assume all responsibility for any injury due to decorations falling from a balcony.

Barbecuing/Grills

Barbecuing grills are permitted on unit patios/balconies, subject to compliance of the following rules:

- Above 1st floor only electric grills may be used as per West Bend Fire Code.
- Charcoal grills are not allowed at any time.
- Grills must be attended at all times when in use.
- Insurance coverage and rates must not be affected.
- Grill equipment must be properly maintained.
- User must take care that smoke from grill does not adversely affect neighbors.

- 1st floor residents may use a gas grill provided it is at least **15** feet away from the building or any patio platform and the tank is not stored inside the building.

Functions, Nonresident Attendance Restrictions
Association functions are funded by and intended for all occupants of Park Place. Residents will be allowed to bring one extra person per resident free of charge to the summer picnic. Thereafter there will be a charge of $25 for the next guest and $50 per guest for each guest thereafter. An RSVP sign-up sheet will be posted in the Club Room. The Club Room capacity is 80 persons.

Major Appliance, Time Usage Limitations
Dishwashers, garbage disposals, whirlpools, and clothes washers and dryers shall not be used during the time period of 10pm to 7am. Laundry is limited to tenants only. Washing laundry for outside parties is strictly prohibited.

Nuisances
Unlawful, noxious, immoral or offensive activity shall not be carried on in any unit or in any of the common areas. This includes loud or boisterous behavior within individual units or common areas, which become, in the judgment of the Association, reprehensive to other unit owners or occupants. The use of common areas must adhere to the quiet time of 10pm.

Occupancy Restrictions
No more than four (4) persons may reside in or occupy any unit.

Vehicles and Parking

General Policy

Garage Door Openers
Garage door openers can only be in the possession of the owners**. Violation of this rule will result in a Class A penalty.**

Motor Homes, Campers, Trucks
No Owner/tenant shall use any of the common areas of the condo for parking, storage, or operation of motor homes, campers, trucks and trailers over 1 (one) ton capacity. These vehicles may be temporarily parked in the limited North outside common element parking spaces for 2 or 3 days maximum. All motor homes, campers, and trucks must be registered with the office prior to occupying the premises.

Overhead Garage Door
Immediately call the emergency phone number to report problems with the garage doors.

Parking Space Assignment
Owners/Renters are assigned 1 (one) basement parking space per unit plus additional space(s), if purchased. Owners/Renters may have the use of 1 (one) outdoor space per

unit which can be assigned by the Board. All parking spaces, indoors or out, are to be registered with the office.

Speed Limits
The speed limit on all of the property is limited to 5 mph. Use extreme caution when exiting parking spaces and driving in the basement or outside parking lot. Any damage caused by a resident while in the garage area is the sole responsibility of that resident.

Vehicle Maintenance and Emergency Repairs
Vehicles that leak oil or other liquids must be repaired or removed. They are not allowed inside or on outside parking areas. Vehicles with faulty mufflers and leaking exhaust systems will be given notice and will have 14 days to remedy the issue. After that time the said vehicle must be parked in the outside parking lot.

No person, resident, or non-resident shall perform any work on any motor vehicle on condo premises (inside or outside) except for car washing, polishing, and waxing, and windshield wiper replacement.

The limitation in vehicle maintenance prohibits lubrication, oil changing, tire rotation, paint and bodywork, or any other work or maintenance. Violators are subject to a fine immediately with no additional warning. Exception: Necessary emergency service needed to remove or repair stalled vehicles.

Parking, Basement

Boats, Motorcycles, Motorized Bikes, and Recreational Craft
Boats, motorized bikes, snowmobiles, etc. are permitted to be stored in the garage parking stalls only. They must be parked in an authorized parking stall and be legally owned by an Owner/tenant of Park Place.

Car Washing, Basement
Car washing is to be done only in building of residence (parking stall location). Residents of each building shall use their own car washing area (Phase I in Phase I - -II in II - - III in III). Water pressure in hose is to be kept low so that surrounding areas and parked vehicles are not sprayed. Car washing is limited for unit residents (owner/renters) only.

Charging Stations
Automobile charging stations are not provided by Park Place. If a resident requires one for their vehicle it will be their responsibility to update their electrical service and install and maintain the charging station. The station must be installed to register on the units' individual electric meter. Installations must be approved by the Board, installed by a licensed electrician and be subject to inspection for compliance to all electrical standards.

Engine Idling
To control Carbon Monoxide the idling of any vehicle for any reason in the basement is strictly prohibited. Turn off your engine if you are loading, unloading or otherwise stopped in the parking garage**. Violation of this rule will result in a Class A penalty.**

Parking Stall, Food Storage
No food shall be stored in the basement garage or storage lockers unless it is in sealed cans or jars, or is stored in authorized refrigerators or freezers**.** The Board must approve all freezers in the garage.

Parking Stall, Storage
To comply with fire regulations no cartons, boxes, tires, wood, etc. should be stored on the floor or on top of the cabinets of the parking space. Storage cabinets, workbenches or storage racks are permitted, but may not exceed a depth of 24" – two feet. All storage must be below the sprinkler system to comply with fire regulations.

Parking Stall, Vehicle Length Limits
No vehicle shall extend more than 21 feet from the front wall of the parking space. No vehicle may extend into the driving lane.

Rental, Parking Stall
Residents are permitted to rent parking spaces to other residents only. The office must be informed of any parking stall rental.

Parking, Outdoor

Car Washing, Outdoors
Outdoor car washing is limited to the area immediately outside the north garage entrance.

Commercial Vehicles
No commercial vehicle or vehicle bearing any commercial message shall be parked overnight in any front parking areas. These vehicles must use the north parking lot.

Overnight Parking
No overnight parking by anyone is permitted in the spaces designated "Visitor Parking" opposite the front lobby entry – these spaces, including the handicapped spaces, should be used only by short-term visitors, no residents. No resident parking is permitted in visitor area. All vehicles parking overnight in outdoor areas must be registered with the office.

Snow Plowing
All vehicles parked outside should attempt to remove them prior to a snowfall. If this is not feasible, these vehicles must be removed immediately after a snowfall to allow the plow to properly clean the whole lot.

Penalty/Redress

Additional Rules and Regulations

Notice is given that all additional Rules and Regulations further stated in the Declaration, unless modified by the Board, are incorporated in the above written statements and are made a part of the above, even though not re-expressed.

Penalty Clause

Following verification of a violation of the established "Rules and Regulations" by the Board of Directors, the responsible unit owner will receive an official notification either by personal conversation, phone call, or written notice depending on the severity of said violation. If there is non-payment of the fine, the dollar amount will increase each day by same amount until total satisfaction occurs. In addition, if formally assessed fines are not paid legal action may be taken in the form of a property lien, withholding of voting rights, court proceedings, or in the event of a unit sale, withholding final clearance of title. Unit owners will be held responsible for all legal fees associated with non-payment of fines. Continued violation of the same rule or regulation will result in Board review and possible additional substantial penalties.

Penalties

Class A:

- Personal visit or phone call warning by the Board of Directors
- $50 per day fine
- 24 hours from contact to request appeal
- 48 hours to pay fine and correct violation
- Each day violation continues is a separate violation

Class B:

- Written warning from Board of Directors
- $25 per day fine
- 48 hours from date of warning to request appeal
- 72 hours to pay fine and correct violation
- Each day violation continues is a separate violation

Redress

After a written, personal conversation, or phone call warning of complaint, the owner cited may request a personal appeal and review by the Board of Directors.

Rules and Regulations, New

RULES FOR RECALLS, REMOVAL, OR REPLACEMENT

1. Recall, Removal, Replacement Request signatures successful (4.03)
    a. Special meeting shall be scheduled (3.02)
        i. Quorum present
            1. Vote by paper ballot, results counted and posted per usual protocol
                a. Vote unsuccessful (see 2)
                b. Vote successful (see 3)
        ii. Quorum absent
            1. Adjourn meeting
2. Vote unsuccessful under 3.05
        i. Existing Board remains intact
3. Vote successful under 3.05
    a. Election date will be scheduled for 6 weeks from the date of the recall meeting to elect an interim Board
        i. If the 6 week date falls within 6 weeks of the regular scheduled June elections than the June election will be used to fill the Board
            1. Boards elected during a special election shall be interim. The regular yearly June elections will continue to be held per usual protocol to elect a permanent Board
            2. All owners in good standing, including those who were recalled, removed, or replaced are eligible to submit their intention to run for the Board to the Secretary
            3. Intentions to run for the Board must be submitted no later than 5pm 15 (fifteen) business days before the election date
            4. The Secretary will be responsible to prepare a ballot and distribute it to all owners in good standing 10 days prior to the election
            5. Ballots must be returned to the office by 5pm on the election day in a signed, dated, sealed envelope with unit number listed
4. To maintain uninterrupted continuous Association business the present Board will remain and run the Association and the election.
5. Following the election the interim Board members will become legally responsible for the management of Association until the end of their terms
    a. Meetings are held monthly and Board members must agree to attend all meetings. Permission may be granted for just cause to miss up to 2 meetings.
        i. The terms of interim Board members shall end at the July semi-annual meeting (4.02)
        ii. The authorized numbers of directors shall be never less than 3 (4.02)
        iii. Following election of permanent Board terms will be required to be staggered as decided by the permanent Board pursuant to 4.02