# Rules and Regulations
# Parts House Lofts Condominium Association

Order: 56FR3MJVN
Address: 215 W Maple St Apt 307
Order Date: 11-16-2026
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# Welcome to

215 WEST MAPLE STREET

MILWAUKEE, WISCONSIN 53204

Parts House Lofts

Milwaukee

## Owners Handbook

## of Rules and Regulations

November 1, 2024

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## Board Meetings& Minutes

All condo owners are welcome at Board meetings and encouraged to attend.

Board meetings are held monthly on the 4th Wednesday of each month at 6 pm. You can also find the meeting dates on the lobby bulletin board or in the elevator.

If you would like to add an item to the agenda, please contact Founders 3 at lomalley@founders3.com . Walk-on agenda items may be allowed, time permitting.

## Maintenance Concerns

For any general Parts House common area issues: Please contact the Founders 3 office at lomalley@founders3.com or by phone (414) 308-5131. EMERGENCY CONTACT: Founders3 (800) 708-7462

For your own unit maintenance and repair needs: contact a specific vendor directly.

Founders 3 Maintenance provides small repairs, fixture replacement, non-emergency plumbing repairs, minor drywall repairs and other miscellaneous repairs at cost. Contact lomalley@founders3.com to schedule a repair.

## Association Dues Payments

Payments are due on the 1st of each month. A $50 late fee will be applied for fees received after the 10th of each month.

Parts House Lofts uses monthly payments by automatic debit. Email lomalley@founders3.com to request a debit authorization form.

## Selling Your Unit

- Condo Docs, By-Laws, Budgets and other information generally required for closing are available from Homewise.com. Otherwise, please have the buyer, realtor or title company contact Founders 3 for assistance. There is a seller transfer fee of $150.00 that is due at closing.
- Note that association dues are paid in full-month increments and there is no provision to prorate dues for a mid-month close.
- For sale signs are not permitted.

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## Renting Your Unit

- The minimum duration for a rental at PHL is 6 months which must be documented in a lease on file with the Founders 3. Please send the lease to lomalley@founders3.com along with your tenants contact information. This must be completed at the beginning and end of every lease.
- Note that any short-term leases violate the Bylaws, and the owner(s) will be fined no less than $2,500 per day of the violation.
- There is a $150.00 administration fee due for each renter change from the unit owner renting their unit, for document collection and administration of access to the building and parking.
- Both the owner of the unit and renter must maintain condominium/renter's insurance meeting the established guidelines for Parts House Lofts, Inc.
- The renter must maintain renter's insurance.
- See Bylaws, Article VIII, Section 8.1 Rules and Regulations for additional provisions.

## Insurance

- As outlined in the Parts House Condominium Declarations document, specifically section 14; Insurance, the condo association requires all individual unit owners not only to carry insurance, but also provide proof of insurance to the Management Company. This insurance policy also known as a HO 6 policy shall provide coverage on the interior of the respective unit including fixtures and improvements contained therein.

- The proof of insurance shall be in form of your declaration page (or pages) illustrating the name of the covered individuals, the address that includes your unit number, limits, coverage forms, including any policy exclusions and the policy inception/expiration dates. In addition, this policy should contain a minimum of $300,000 liability limit.
- For those units that are currently being rented, we are also requiring those renters to have their own renter's insurance policy (also known as a HO 4 policy) that includes a minimum of $300,000 liability limit. We require a copy of their declaration page(s) that include the same information listed in the previous paragraph. Along with the renter's policy, please provide copy of current lease agreement along with a fully completed Registration Form that is attached.
- See Bylaws, Article VIII, Section 8.1 Rules and Regulations for additional provisions.

## General Notes

Condo Owners or Renters will be sent an invitation to the Butterfly MX identification and entry system upon notification of move in. Please contact Patty Lux at lomalley@founders3.com to set this up.

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Cigarettes/Cigars

Flaming butts tossed from balconies damage the roof of the garden units, clog up the drain, and endanger surrounding wildlife. We will all be required to incur the repair costs for negligence in this area. Properly dispose of your butts or if identified will be fined.

Fines

Fines will be issued for any of the following: dogs off leashes, not cleaning up dog waste, spray painting in the garage, not cleaning up after yourself including proper disposal of cigarette butts, destruction of any common areas, littering, pet nuisance, breaking down of boxes, etc. Fines are as follows:

1st Offense- Warning
2nd Offense- $150
3rd Offense- $300
4th Offense- $500

## Garbage/Recycling

Your dues help pay for our own private garbage collection at Parts House. Following the rules helps cut down on Association costs.

There are two garbage bins and one recycling container.

PLEASE BREAK DOWN ALL BOXES BEFORE DISPOSING. THIS WILL ENSURE ENOUGH ROOM IN THE DUMPSTERS FOR ALL GARBAGE& RECYCLINGBETWEEN COLLECTION TIMES.

***LARGE ITEMS THAT DO NOT FIT IN THE GARBAGE BIN REQUIRE A SPECIAL PICK UP AND MUST BE ARRANGED BY THE OWNER***

## Guest Parking

All guests must park on the street or in your assigned parking space. For daytime/overnight street parking, please advise them of the regulations below. PLEASE DO NOT HAVE GUESTS PARK IN OTHER OWNER'S ASSIGNED PARKING SPACES OR ANYWHERE ELSE WITHIN THE GATED LOTS.

- Visit the City of Milwaukee's Parking Services website for more information. https://city.milwaukee.gov/ParkingServices#.XbC2AJJKipo

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## Mailbox Keys

Your mailbox is your responsibility. The Parts House Lofts does not keep extra mailbox keys. If yours is lost or stolen please contact a locksmith to obtain a replacement.

## Moving In or Out

Email lomalley@founders3.com at least 48 hours before moving so Founders3 can get you access to the upper or lower lot (if needed) and hang protective pads in the elevator.

DO NOT prop open doors. DO NOT leave an open door unattended. DO NOT leave a vehicle unattended that is possibly blocking cars or entrances.

If vacating your owned unit, please email your forwarding address to lomalley@founders3.com.

## Pets

Parts House Lofts allows a maximum of 3 cats/dogs per unit. Please clean up after your pet everywhere in the neighborhood. Fines WILL be imposed for violation of this PHL by-laws. Please be advised that our liability insurance coverage may require future restrictions on certain types of dogs and other pets. See Bylaws, Article VIII, Section 8.1 Rules and Regulations and the Pet Policy Bylaw Resolution for additional provisions.

## Security

Whenever entering or leaving the building, **please make sure the doors and gates are closed tightly behind you.** Failure to do so puts the entire building at a security risk.

### Video

Our security cameras are running 24 hours a day. If you ever have a safety or security issue: dial 911 and report the emergency. Then, contact Founders 3 to retrieve the security video.

### Key Fobs and Gate Openers

If your key Fob or gate opener is lost or stolen inform Founders3 immediately. If you need additional key fobs or gate opener, please contact Founders 3 Management.

Additional key fobs can be purchased from Founders3 for $25 each.

The key fob to the front and rear doors opens the door to the storage area as well (pull twice for storage door).

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***RULES AND REGULATIONS***.

The Units and the Common Elements and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations adopted by the Association from time to time, including the following:

a. **Use**. No Unit owner shall occupy or use his, her or its Unit or the Limited Common elements appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, or the owner's lessees or guests, or for office uses in combination with such residential use. The owner of a Unit may use one or more rooms of a Unit for office uses so long as the owner continues to use the Unit as a private residence.

b. **Occupancy**. Units in PARTS HOUSE LOFTS CONDOMINIUM shall not be used or occupied by any person or group of persons for a period of less than 30 consecutive days, except with prior written approval of the Association. The intent of the provision is to prohibit business, transient or similar uses of the Units which would involve multiple occupancies by different persons or groups of persons.

c. **Lease Restrictions**. All Units are subject to the following leasing restrictions:

(i) Only twenty (20) Units shall be allowed to lease at any given time (the "Leasing Limit"). An Owner of a Unit must occupy the Unit for at least two (2) years before the Unit is eligible for leasing, and if not leased as allowed in this section, the Unit must be owner occupied (the "Owner Occupancy Requirement"). For purposes of this section, the Owner Occupancy Requirement will not be breached if the occupants are the Unit Owner's immediate family members, herein defined as a parent, child, spouse/domestic partner, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner; further, if a Unit is owned by an entity, the Owner Occupancy Requirement shall be met if the person occupying the Unit has a substantial ownership interest in the entity or is a trustee or beneficiary of a Trust. The Board of Directors is entitled to ask for evidence showing the purported relationship or ownership interest in the Unit. If the person(s) occupying the Unit are not the Unit Owner and/or the Unit Owner's immediate family as defined above, the Unit is considered to be leased and the leasing rules herein and in the Rules and Regulations apply. An exception to the

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Leasing Limit and Owner Occupancy Requirement is granted to the Units being rented at the time of adoption of these Amended and Restated Bylaws (the "Grandfathered Units"). When any of the Grandfathered Units is sold, conveyed, or title otherwise transferred following the adoption of these Amended and Restated Bylaws, upon such sale, conveyance, or transfer, that Unit will no longer be "grandfathered," and will be subject to the Leasing Limits and Owner Occupancy Requirement. Further, once a Unit is no longer grandfathered, it will not be eligible again for leasing until a place becomes available within the Leasing Limit. **In no event will the Leasing Limit or the Owner Occupancy Requirement apply to Mortgagees of the Unit, or the Association, where the Unit is acquired by foreclosure of the mortgagee's or Association's interest, either judicially or by accepting a deed in lieu of foreclosure**. The Board of Directors will have discretion as to the administration of the Leasing Limit, and may pass Rules and Regulations to assist with the administration and enforcement of the leasing rules contained in this Declaration, the Bylaws, and the Rules and Regulations.

(ii) Special Hardship Exception. The Board of Directors shall have the authority to waive the requirements of these sections and allow a Unit to be leased upon request of a Unit Owner if it determines, in its sole discretion, that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the Unit Owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of Units. If any Unit Owner shall desire to lease to, or cause a Unit to be occupied by a person other than an immediate family member pursuant to this hardship exception, said lease or occupancy shall require the approval of the Board of Directors. Any application for an exception must be in writing and give the reasons for requesting the exception. The Board shall convene a meeting within 20 days after receipt of notice, advising the Unit Owner of the time and place of a meeting and giving the Unit Owner an opportunity to attend. The Board shall make a decision as to whether or not to grant the hardship exception within fourteen (14) days of said meeting and the reasons shall be briefly stated in writing. The decision shall be binding on the Association and the parties. The maximum length of any hardship exception is one (1) year.

(iii) Leasing Rules/Restrictions. For any lease, permitted or otherwise, the Unit Owner must comply with all of the following:

- The term of any such lease shall not be less than six (6) months;

- The Unit Owner has obtained the prior written approval of the Association with respect to the terms of the proposed lease;

- The lease contains a statement obligating all tenants to abide by the Declaration, the Articles, these Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and

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- The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation. Any costs associated with Association-initiated eviction proceedings shall be assessed to the Unit Owner.

(iv) The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of the Declaration, the Articles, the By-laws, and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; and the past use by tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

(v) Short-term Rentals Prohibited. No space in any Unit may be rented and no transient tenants may be accommodated, even if the Unit Owner is present during the occupancy. Rentals through similar services such as AirBnb and VRBO are expressly prohibited. Advertising a Unit as being available to rent on a short-term basis shall be a violation of this Section.

d. **Parking, Vehicle Maintenance and Obstructions**. No overnight outdoor parking of trucks, trailers, boats, campers or recreational vehicles shall be allowed at any time except with the approval of the Association. No parking of non-operating automobiles w other vehicles will be permitted outside of the parking garage. Overhead garage doors shall be maintained in a closed state except as necessary to permit ingress and egress. No person shall occupy, park or otherwise use a vehicle so as to block access. No vehicle maintenance or lubrication shall be permitted anywhere in PARTS HOUSE LOFTS CONDOMINIUM, except washing of cars in driveways or maintenance performed within a garage. No playground equipment, bicycle racks or other obstructions may be placed on the Common Element areas except as the Association permits by rule or regulation.

e. **Animals and Poultry**. No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Unit or in any of the Common Elements, except that dogs and/or domesticated cats may be kept as household animals by Unit owners and except for small fish kept in a fish bowl or aquarium within a Unit, provided any such animals are not kept or maintained for commercial or breeding purposes, and are kept subject to rules and regulations which may be adopted by the Association regarding same. In the event that any Unit owner has an aquarium exceeding twenty (20) gallons, such Unit owner shall supply the Association with proof of insurance against any damage caused by the leaking of such aquarium. A animal shall not be allowed at large within the Common Element areas and all household animals shall always be leashed and within the

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m. **Waste**. Unit owners shall keep their Units and Limited Common Elements appurtenant thereto clean, and litter free. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. The Association reserves the right to require uniform waste receptacles throughout PARTS HOUSE LOFTS CONDOMINIUM. Such right shall be exercised by written notice to the Unit owners who shall then be responsible for obtaining such uniform receptacles at the individual Unit owners expense. Each Unit owner shall comply with present and future federal, state and local laws, ordinances, regulations and orders regarding collection, sorting, separating and recycling of waste products. Each Unit owner shall hold harmless and indemnify the Association and each other Unit owner for the indemnifying Unit owner's failure to observe this section.

n. **Conflict**. The above rules and regulations, and those which may be hereafter adopted by the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declaration, and easements set forth and referenced therein shall govern.

o. **Enforcement**. The foregoing rules and regulations and other rules and regulations adopted by the Association shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines of not less than $50 per violation to be charged and assessed by the Association in accordance with the Rules and Regulations and uniformly against the owners of Units who violate or whose guests or Unit occupants violate such rules and regulations. Such fines shall be charged and assessed against the subject Unit and may be enforced and collected as an assessment for common expenses, including the foreclosure of a lien therefore.

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