

# Rules and Regulations

## Table of Contents

Article I – General.....	D-1
Section 1.01 – Applicability to All Residents.....	D-1
Section 1.02 – Definitions.....	D-1
Section 1.03 – Keys and Locks.....	D-1
Section 1.04 – Winter Heating.....	D-1
Article II – Appearance.....	D-1
Section 2.01 – Signs.....	D-1
Section 2.02 – Hanging of Garments and Window Coverings.....	D-1
Section 2.03 – Protrusions.....	D-1
Section 2.04 – Antennae.....	D-1
Section 2.05 – Laundry.....	D-1
Section 2.06 – Limited Common Elements.....	D-1
Section 2.07 – Smoking.....	D-2
Article III – Use Restrictions.....	D-2
Section 3.01 – Pet Policy.....	D-2
Section 3.02 – Damage to Common Elements.....	D-2
Section 3.03 – Maintenance of the Unit.....	D-2
Section 3.04 – Maintenance of Common Elements.....	D-2
Section 3.05 – Nuisances.....	D-2
Section 3.06 – Storage.....	D-2
Section 3.07 – Landscaping.....	D-3
Article IV – Vehicle Restrictions.....	D-3
Section 4.01 – Parking.....	D-3
Section 4.02 – Service and Recreational Vehicles.....	D-3
Section 4.03 – Bikes/Recreational Equipment.....	D-3
Article V – Rental Restrictions.....	D-3
Section 5.01 – Leasing of Unit.....	D-3
Section 5.02 – Rental of Parking Stalls.....	D-3
Article VI – Association Right of Entry.....	D-4
Section 6.01 – Association Right of Entry.....	D-4
Article VII – Fines.....	D-4
Article VIII – Delegation.....	D-4
Article IX – Amendments.....	D-4
Section 9.01 – Adoption.....	D-4
Section 9.02 – Adoption in Emergency by Board of Directors.....	D-4
Section 9.01 – Adoption (Duplicate).....	D-5
Section 9.02 – Adoption in Emergency by Board of Directors (Duplicate) ..	D-5
Exhibit A – Pet Registration and Permit.....	D-6

## **RULES AND REGULATIONS OF THE ASSOCIATION**

The following rules and regulations are adopted by the Board of Directors of Landmark Square Condominium Owner's Association, Inc. for the purpose of assuring that the Condominium is operated in an efficient and orderly manner so as to create a pleasant living environment.

### **ARTICLE I**

#### **GENERAL**

**1.01 Applicability to All Residents** -- All rules and regulations shall apply to and shall be complied with by all Unit Owners, residents within Units, and their guests, families, invitees, and tenants.

**1.02 Definitions** -- All capitalized terms not defined herein shall have the definitions assigned to such terms by the Declaration of Condominium for Landmark Square Condominium (the "Declaration").

**1.03 Keys and Locks** -- The Association shall have the right to retain a passkey to each Unit at all times for the event of emergencies. No Unit Owner shall alter any lock or install a new lock on any door of the Condominium without the prior consent of the Association. If such consent is given, the Unit Owner shall provide the Association with an additional key for use by the Association pursuant to its rights to access the Units.

**1.04 Winter Heating** -- Whether occupied or vacant, all Units shall be heated to at least 60 degrees Fahrenheit during the winter months.

### **ARTICLE II**

#### **APPEARANCE**

**2.01 Signs** -- No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features at all entrances to the Condominium and to erect appropriate signs for the sale of Units.

**2.02 Hanging of Garments and Window Coverings** -- The original window coverings (louvered blinds) shall not be removed or replaced by the unit owner. The hanging of garments from the windows or any facades of the Condominium is prohibited. No sheets shall be used for window coverings.

**2.03 Protrusions** -- No awning, machines, air conditioning units, wiring for electrical or telephone installation, or other similar protrusions shall be allowed on the exterior of the Condominium without the prior written consent of the Association.

**2.04 Antennae** -- To the extent this restriction is permitted by applicable law, no exterior antennas, windmills, or satellite dishes shall be erected on any Unit without the prior written approval of the Association.

**2.05 Laundry** -- No laundry is to be hung on the balcony or in windows for any reason.

**2.06 Limited Common Elements** -- All areas which are open to public view shall be kept in a neat and orderly condition -- limited to six (6) items outside the unit door, within recessed area.

**2.07 Smoking** -- Smoking is prohibited in the common elements, including the limited common elements. If a unit owner or his guests and/or tenant smoke in the unit a "smoke eater" or similar unit to vent smoke to the outside must be installed, used and be operable in the unit.

### **ARTICLE III**

#### **USE RESTRICTIONS**

**3.01 Pet Policy** -- Residents who own a pet, a well-mannered dog, less than 25 lbs. (but not including a Doberman, Pit Bull, Rottweiler, or Standard Poodle) or a cat, at the time of contracting to purchase a unit, will be permitted to bring one kept with them into the building. When the pet either dies, or no longer lives in the unit, the Unit Owner may not replace the pet. A refundable pet damage deposit of Five Hundred and 00/100ths (\$500.00) Dollars is required to be paid to the Association at the time of occupancy of the unit. Pet owners must agree in writing to comply with these regulations concerning the behavior and activity of their pets. For purposes of this Article and Section, the term "pet" shall not include service or assistance animals.

- a. Dogs and cats must be licensed by the City of Sheboygan.
- b. Walk pet only in special/designated areas.
- c. Keep pet leashed when out of the Unit.
- d. Pick up all droppings
- e. Agree to the decision of the Condominium Association or its Site Coordinator regarding complaints about the pet.
- f. Make provisions with a local kennel to board the pet when absent from the premises.
- g. No pets shall be bred or raised in any of the Units or Common Elements.
- h. Pets must be housebroken. Damage caused by a pet, either accidentally or by owner neglect, shall be assessed and be cause for withdrawal of the Pet Permit.
- i. A limited number of small birds and/or fish in reasonable numbers are also acceptable.
- j. Residents who own pets must sign a Pet Registration Permit. A copy of this Permit is attached as Exhibit A to these rules.
- k. No dogs shall be left unattended overnight.

**3.02 Damage to Common Elements** - Damages to the Common Elements is governed by Article VIII of the Declaration.

**3.03 Maintenance of the Unit** -- All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit which would adversely affect any portion of the Condominium. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

**3.04 Maintenance of Common Elements** -- Unit Owners shall be prohibited from discarding any materials from the windows, balconies, or doors of the Units and shall be prohibited from discarding any materials into the Common Elements.

**3.05 Nuisances** -- No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. All Unit Owners at their own expense shall comply with all city, state, and federal laws applicable to their Unit. No Unit shall be used or maintained as a dumping ground for garbage.

**3.06 Storage** -- The Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements. No materials prohibited by law or local ordinance may be stored in any Unit, the Unit's

limited common elements, or the common elements of the condominium. No materials prohibited by law or local ordinance may be stored on the condominium property.

**3.07 Landscaping** — Unit Owners are hereby prohibited from planting outdoor vegetation anywhere within the Condominium without the prior written approval of the Association. No hanging plants, bird houses, bird feeders, or bird baths are allowed on balconies or on the patio. All plants on balconies must be potted and placed on the floor.

#### **ARTICLE IV VEHICLE RESTRICTIONS**

**4.01 Parking** — Unit Owners shall not be permitted to park their vehicles in any space other than their assigned spaces. Unit Owners shall not park, nor shall they permit their families, guests, invitees, or tenants to park upon or to block access to, the parking areas of other Unit Owners. Improperly parked vehicles shall be subject to removal at the vehicle owner's expense. Unit Owners shall not leave their vehicles idling in any garages.

Notwithstanding the preceding paragraph, in order for the Condominium to comply with all applicable laws, rules and regulations, the Board of Directors hereby creates the following procedure by which a disabled-accessible parking stall may be exchanged with the parking stall of the disabled unit owner in the event that a disabled person acquires a unit that does not have a disabled-accessible parking stall assigned to it. All unit owners shall be required to comply with the terms, conditions and procedures set forth herein with respect to the exchange procedure for disabled-accessible parking stall. By way of example, assume that a unit is acquired by a disabled person and such person is in need of the use of a disabled-accessible parking stall. In that event, a non-disabled unit owner assigned the disabled-accessible parking stall shall be required to immediately exchange the disabled-accessible parking stall with a parking stall of the disabled unit owner. Such exchanges are not permanent and may be subject to re-assignment to provide disabled-accessible parking for those with disabilities.

**4.02 Service and Recreational Vehicles** — Parking of service and recreational vehicles, including, but not limited to trailers, boats, campers, vans, or other vehicles, shall be prohibited unless such vehicles are kept in the Unit Owner's assigned parking area.

**4.03 Bikes/Recreational Equipment** — Unit Owners shall keep bikes and other recreational equipment in their Unit or in the bike racks provided, but not stored on the Common Elements (inside and outside) the building.

#### **ARTICLE V RENTAL RESTRICTIONS**

**5.01** Unit Owners may lease their unit, utilizing the lease provided for in the disclosure materials, or any other lease subsequently approved by the condominium Association provided however, that a Unit Owner may not lease a unit more than twice in a year, and also provided that the copy of each lease is provided to the Condominium Association or its Site Coordinator.

**5.02 Rental of Parking Stalls** — A Unit Owner may rent a parking stall assigned to the Unit Owner, and the Association may rent parking stalls not assigned to Unit Owners, provided however, that all such rentals must be to a Unit Owner and/or a tenant of a Unit Owner. These rentals may be in writing but are not required to be in writing.

**ARTICLE VI**  
**ASSOCIATION RIGHT OF ENTRY**

**6.01** By taking title to a Unit, a Unit Owner agrees to permit representatives of the Association, or the Association's Site Coordinator, or the Association's Contractors, entry into a unit for purposes of maintaining mechanical systems, in the event of a casualty or emergency, or for performing any other act that may be authorized by the Condominium documents.

**ARTICLE VII**  
**FINES**

In addition to all other remedies available to the Association or to other Unit Owners under the Declaration, the By-laws, or applicable law, the Association shall have the right, following delivery of notice of violation and expiration of any cure period required under the Declaration, to impose against any Unit Owner in violation of the Declaration, the By-laws, or these Rules and Regulations, a fine against such Unit Owner according to the following schedule:

- a. For the first offense in a given twelve-month period -- \$25.00.
- b. For the second offense in a given twelve-month period -- \$50.00.
- c. For the third offense in a given twelve-month period -- \$100.00.

Fines are to be paid immediately to the Association. Any fine not paid within ten (10) days after billing therefor by the Association shall accrue interest at the rate of one (1%) percent per month, or twelve (12%) percent per annum. The Association shall have the right, following imposition of any fine, to collect the same as a Special Assessment against the Unit Owner's Unit.

**ARTICLE VIII**  
**DELEGATION**

The Board of Directors may delegate to the Condominium Site Coordinator, the responsibility for the administration and enforcement of the rules set forth herein, and in the By-laws.

**ARTICLE IX**  
**AMENDMENTS**

**9.01** Additional rules, amendments to existing rules or additional rules, may be adopted by the Association in the same manner and, using the same percentage vote as would be required to amend the by-laws of the condominium.

**9.02** The Board of Directors, acting on its own, may adopt emergency rules or regulations as the Board of Directors deems necessary, but rules adopted pursuant to this special power granted to the Board of Directors, shall be reviewable at the next regular or special meeting of the Condominium Association, and may be adopted, amended or rejected by the Association.

Dated this 23<sup>rd</sup> day of July 2020.

MSM

LANDMARK SQUARE CONDOMINIUM  
OWNER'S ASSOCIATION, INC.

By: James Holmes  
President

By: David Anderson

By: Frank Kohls

By: Eugene F. Hodson

By: Chuck Ebert

**EXHIBIT A**

**PET REGISTRATION – PERMIT**

This is to request written permission to keep the following pet in my apartment unit  
as a resident of Landmark Square.

\_\_\_\_\_  
Name of Animal

\_\_\_\_\_  
Type/Breed of Animal

\_\_\_\_\_  
License Number

My alternate pet custodian is:

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

I fully understand the rules and regulations regarding the privilege of keeping a pet and agree to abide by  
those rules and regulations.

\_\_\_\_\_  
(Signature of Resident) (Date)

\_\_\_\_\_  
(Signature of Staff) (Date)