



House Rules and Regulations

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Cherokee Garden Condominium Association House Rules and Regulations

I. DEFINITIONS

The following definitions apply to the terms used in these House Rules and Regulations.

Association

The Cherokee Garden Condominium Homes, Inc., is the Association of condominium owners. Each unit owner is a member of the Association, and membership in the Association is limited to the unit owners.

Association Management

The Association is managed by its Board of Directors, assisted by the General Manager, who works under the direction of the Board of Directors.

Boundaries of Association/Accepted Buildings and Grounds

The boundaries of the Association are limited to Sherman Avenue on the east, Wheeler Road on the south, Golf Parkway and Golf Course Road on the north, and Comanche Way on the west. The buildings managed by the Association are numbered 1 through 41.

Common Areas

The **Common Areas** referred to in these House Rules and Regulations are the Common Elements described in the Declaration of Condominium of Cherokee Garden Condominium Homes and its amendments, in Buildings 1 through 41. There are two different categories of Common Areas.

Limited Common Areas are the deeded patios; balconies or open, screened, or enclosed porches adjacent to the residential units; the garage or basement storage lockers; and other areas specifically spelled out in the Declaration of Condominiums of Cherokee Garden Condominium Homes.

General Common Areas are those that are part of the overall complex that make up the Cherokee Garden Condominium complex. They include, but are not limited to, the Clubhouse, hallways, foyers, stairways, driveways and street right-of-way, lawn and garden areas, fountains, pond and pool areas, swimming pools, condominium office building, the maintenance facilities, trees, shrubs, and other planted areas, retainer walls, outside lighting fixtures located in these areas, and other areas specifically spelled out in the Declaration of Condominiums of Cherokee Garden Condominium Homes.

Maintenance Fee

Each unit owner is assessed a monthly fee for the routine maintenance of the Common Areas. The fee is set annually by the Board of Directors of the Association.

Items provided and maintained by the Association and paid for by maintenance fees include:

- a. Grounds
- b. Pools
- c. Roadways, driveways, sidewalks, and parking areas
- d. Lights in common areas and building entrances
- e. Water, soft water, hot water
- f. Exterior walls, woodwork, and entrance doors
- g. Painting of interior common areas with the approval of the Board's Building Resource Committee
- h. Maintenance and repair of roofs, except that replacement of a building's roof is assessed to the unit owners in that building in accordance with the Association By-Laws.
- i. In Buildings 1 through 38: Provision of heat, and the maintenance, repair, and replacement of the heating systems, including replacement of zone control valves, and repair of heating elements and thermostats if malfunction is related to heating
- j. In Buildings 39, 40, and 41: Maintenance, repair, and replacement of heating and cooling systems that serve the common areas only
- k. Maintenance, repair, and replacement of plumbing supply lines (in-wall plumbing) that service more than one unit
- l. Maintenance, repair, and replacement of electrical supply lines from the meter to the unit owner's circuit breaker box (in-wall electrical)
- m. Exterior dryer vents and exhaust

Individual Unit

Residential Units, as described in the Declaration of Condominium of Cherokee Garden Condominium Homes and its amendments, in Buildings 1 through 41.

Items provided and maintained by the owners of individual units at their own expense include:

- a. Floor coverings, draperies, and blinds
- b. Individual unit interior painting and wall coverings
- c. Plumbing fixtures and drains that service only that unit
- d. Doors and hardware
- e. Appliances, including garbage disposal
- f. Cabinets
- g. Windows, screens, patio doors, and skylights
- h. Personal property
- i. Air conditioning
- j. Electrical wiring and fixtures within the unit
- k. Storage units
- l. All items not expressly included in the maintenance items required to be maintained by the Association.
- m. Cleaning, repair, and replacement of windows in the common areas of Building 39, 40, and 41 are the responsibility of the unit owners of the individual buildings.

Parking Stalls

Parking Stalls are the Parking Units described in the Declaration of Condominium of Cherokee Garden Condominium Homes and its amendments, in Buildings 1 through 41.

Assessments

The Board of Directors is specifically empowered on behalf of the Association to make and collect Assessments to maintain, repair, and replace the property of the Association.

Unit owners may be assessed for the cost of replacement of roofs, painting of balconies and patios, hot water heaters, and decorating of building common areas, in accordance with the By-Laws of the Association or other items deemed necessary by the Board.

II. GENERAL RULES AND REGULATIONS

1.0 Laws, Rules, and Regulations

1.1 Every unit owner or occupant shall observe all laws, ordinances, rules, and regulations now and hereafter enacted by the Federal Government, by the State of Wisconsin, by the City of Madison, or by the Condominium Association. The use of the unit and of the common areas and facilities shall be consistent with existing law and the Declaration of the Condominium Homes and the House Rules and Regulations.

2.0 Noise

2.1 Between 10:00 p.m. and 9:00 a.m., noise that can be heard in another owner's unit must be avoided. Accordingly, please reduce the sound level of all radios, TV sets, pianos, etc.

3.0 Moving

3.1 Moving furniture or household effects shall be accomplished only between the hours of 8:00 a.m. and 9:00 p.m.

4.0 Security

4.1 **Occupant responsibility.** Each occupant is responsible for closing all doors, including garage doors, and for observing all security regulations.

4.2 **Garage door.** Automatic garage door closers have been installed to prevent doors from remaining open for any length of time. However, these automatic door closers do not relieve the residents of closing garage doors immediately after passing through. Failure to close the door by means of your individual opener allows the door to remain open for 45 seconds, long enough for an unauthorized person to enter.

- 4.3 **Locking cars and storage areas.** Cars and storage areas should be locked and the keys taken with you.
- 4.4 **Soliciting.** No soliciting of any kind is allowed in the buildings. If a resident welcomes a solicitor to his/her unit, he/she should assure that the individual leaves the building without contacting any other unit owners in the building.
- 4.5 **Entry of nonresidents.** Before allowing anyone entry to the building, a resident must be certain that the person or persons being permitted to enter are guests or known to that resident or can provide proper identification.
- 4.6 **Responsibility for keys.** All unit owners shall be responsible for entry keys given to tradespeople, domestic workers, real estate brokers, or any other person seeking casual or occasional entry, and shall be directly liable for any damage or thievery caused by providing keys to such individuals. The owner of the unit responsible for the loss or duplication of keys shall also be charged for the cost of installing new tumblers in the locks of the entry doors and the making of new keys for all of the building residents.
- 4.7 **Damage.** Any damage caused to a building or to the property of another unit owner shall be the responsibility of the unit owner whose violation of condominium security rules allowed the damage to occur.

5.0 Rules Governing General Common Areas

- 5.1 **Unit identification.** Mailbox and doorway identification must be kept current and must be identical to those presently used in the building. Nameplates must be replaced within fifteen days of occupancy and will be provided by the Association. Contact the office for information.
- 5.2 **Plantings.** Unit owners may, with the consent of the General Manager, plant flowers and other vegetation of personal taste, providing it does not impair the view and attractiveness of the area. As a courtesy, consult with your neighbors before planting.
- 5.3 **Yard ornaments, furniture, etc.** No yard ornaments, statues, benches, or other items of personal taste may be erected or placed in the general common areas, except for single non-sculptured bird baths which are well maintained, and bird feeders which are restricted to one pole or Shepherd's hook to be located in the mulched area outside the unit. The pole or Shepherd's hooks used for bird feeders or flowers must be removed when not in use. Silent, non-inflatable holiday decorations are permitted in common areas between Thanksgiving and January 15th provided they are in good condition.
 - 5.3.1 **Patios.** Many of our earlier buildings and all buildings after building #38 have limited common area patios as part of their condominium legal description. These patios are limited common areas and are deeded to the individual owners as part of their deed. The limited common area

designation allows them exclusive usage but is subject to Association House Rules and Regulations. The addition of a patio to the common ground area is against House Rules and Regulations. If the General Manager approves, owners are allowed to place steps in front of their door, and a landing not to exceed four feet deep by six feet wide. Expanding the landing to create a patio is not allowed. An exception to this are the paving stones placed in the mulched areas by the original developer.

- 5.4 **Clotheslines.** No outside clotheslines may be erected and nothing shall be hung or exposed on any part of the common areas and facilities, except as specifically authorized within these rules.
- 5.5 **Storage.** No unit owner or occupant shall, except in specifically designated storage areas, store objects of any kind in the halls, lobbies, stairways, walkways, grounds, or other common areas. Storage of mobility equipment in common areas may be approved by the Board of Directors on a case-by-case basis.
- 5.6 **Recycling.** Unit owners are responsible for full compliance with the Madison Garbage Recycling Program as it affects garbage collection.
- 5.7 **Common area hallway changes.** No unit owner may add or change any furniture, or alter furnishings or equipment, in lobbies and hallways, without agreement of a majority of unit owners affected by the change. Custom painting, decorating, carpet replacement, tile, wallpaper removal or replacement or other changes in the stairways, lobbies, or hallways shall be paid for by the unit owners in that building and can be done after obtaining approval of a majority of the unit owners in the building affected by the change and the approval of the Association Board. The association will pay for standard Cherokee Cream or Vanilla Bean paint & labor. However, the Board has the authority to mandate common area decor changes & remodeling to maintain property value, appearance, and safety. The Board may levy assessments as defined in Rule 12. For the purpose of common area remodeling, a building is defined as all floors on one side of a 16 unit building, all floors in an 8 unit building, and all floors in building 39.
- 5.8 **Exterior alterations.** No unit owner or occupant shall make any additions or alterations to any common areas or facilities, nor place or maintain thereon any signs, posters, or bills whatsoever, except in accordance with such plans and specifications approved by the Board of Directors.
- 5.9 **Displayed items.** No unit owner shall cause or permit anything to be hung or displayed on outside walls of his/her unit, no sign or shutters shall be affixed or placed on the exterior walls or roof or any part thereof.
- 5.10 **Personal signs.** No "For Sale" signs, "For Rent" signs, political signs, or other advertising or window displays shall be permitted on any part of the property or on the outside of any unit. "For Sale" signs are not permitted on vehicles in the common areas.

- 5.11 **Damages.** A unit owner shall be liable for the expense of any maintenance, repair, or replacement to the common areas made necessary by ordinary wear and tear, his/her negligence, or by that of any member of the owner's family or their guests, employees, agents, or lessees. Cherokee Garden Condominium Association Maintenance personnel or their designees shall do all repairs to the common areas.
- 5.12 **Satellite dishes.** A television satellite dish may be installed providing:
- 5.12.1 The proposed satellite dish mounting, including all wiring route locations, must be approved in advance by the association management and installed by a qualified technician. All wiring shall be run internally to the fullest extent possible.
 - 5.12.2 A maximum of two satellite dishes for each eight unit side of the building is allowed and must have the capacity to serve multiple units.
 - 5.12.3 Dish size is 22" x 36" in diameter or less.
 - 5.12.4 Any cost of installation will be borne by the unit owner who has received approval. If, at a later date, other unit owners in the same building wish hookup they must be allowed to do so. Subsequent wiring to the already installed dish will be paid for by the unit owner requesting it.
 - 5.12.5 Should the unit owner vacate the premises, all mounted items, be it dish, hardware, or wiring, will become the property of the Cherokee Garden Condominium Homes, Inc.
 - 5.12.6 Unit owners must contact the association office when cancelling service. If the dish service is not being used by another unit owner, the Association reserves the right to remove the dish and all associated wiring and hardware.
- 5.13 **Stairways and exits.** Stairways, in this instance being the primary fire exits for the buildings, must be marked with illuminated "EXIT" signs.
- 5.13.1 For reasons of compliance with Fire Regulations, as well as for building security, stairway doors must never be propped open. Under no circumstances will an outer security door be propped open and left unattended for even brief periods.
 - 5.13.2 Madison Fire Department codes prevent any items from being placed on a stairway. Decorative objects or small table and/or small chair may be placed in or removed from foyers and hallways with the approval of 75% of the units involved. All objects must be in good condition and must maintain clearance around them as specified by the Madison Fire Department Regulations. Currently the regulation requires a 44 inch clearance so as not to inhibit ingress and egress.

- 5.14 **Elevator chairs.** Elevator chairs may be installed in the stairways with the approval of the Board of Directors, Madison Fire Department, and Building Inspection Department.
- 5.14.1 Installation of elevator chairs will be at the sole expense of the unit owners requesting such installation. Should more than one owner seek approval of such installation, then those making application for approval shall be the joint owners of the elevator chair.
- 5.14.2 The elevator chair must not restrict passage on the stairway and must be of a design approved by the Association. Reasonable accommodations to this rule will be made when necessary to comply with the requirements of Wisconsin law.
- 5.14.3 Following the approved installation of an elevator chair, the owner(s) will honor any future request by others in the building to also use the chair. Sharing of the chair will be with all participants in the ownership and using of the chair paying equal monies for the purchase, maintenance, repair, and removal of the elevator chair.
- 5.14.4 Any owner of an elevator chair shall pay for the removal of the chair upon the sale of their unit. Should there be co-ownership of the chair, the cost of removal shall transfer to those co-owners of the chair remaining in the building.
- 5.14.5 The chair owners shall pay to the Association any costs to repair carpet, stairways, walls, etc. that result from the use and/or removal thereof.
- 5.14.6 Should the owner of a chair sell his or her unit and abandon the chair in place, the ownership of the chair may be transferred to another person in the building with the approval of the Board. If the chair is abandoned upon the sale of a unit, the chair becomes the property of the Association.
- 5.15 **Handicap ramps.** Outside ramp ways or stairways constructed for the purpose of allowing handicapped residents access to the building must be covered by the unit owner's individual insurance policy. A copy of the policy must be provided to the Association.
- 5.16 **Smoking is prohibited** in condominium stairways, hallways, foyers, garages, individual storage lockers or units in the garage or basement areas, or any location where secondhand smoke drifts and becomes a nuisance as defined in rule 8.2.1.
- 5.16.1 **Smoke Free Buildings.** All eight (8) owners in a single or one side of a double must agree to have a "This is a Smoke Free Building" posted on their side at owners' expense.

5.16.2 **Smoking is prohibited** in outside common areas within 25 ft. of a common area entrance (front doors, garage doors, and buildings with common rear or side doors). It is also voluntarily prohibited everywhere in a Smoke Free designated building.

6.0 Rules Governing Limited Common Areas

6.1 **Use of.** "Limited Common Areas" are reserved for the exclusive use of the adjacent unit owner.

6.1.1 **Cleaning and sanitation.** Unit owners shall at all times keep their porches, balconies, and patios in a clean and sanitary condition.

6.1.2 **Upkeep and repair.** The unit owner is responsible for the upkeep and repair of the Limited Common Area. The owner is allowed to affix hooks or hangers within the limited common area for decorative or other purposes which comply with Association regulations.

6.1.3 **Hanging plants etc.** Hanging plants are permitted on balconies, porches, and patios but must be placed within the perimeter of Limited Common Area, except flower boxes may be affixed to the railings of porches. Nothing shall be hung from patio, balcony, or porch railings that will detract from the outward appearance of the building. The American flag may be displayed within the boundaries of the limited common area porches.

6.1.4 **Open-flame cooking.** All Cherokee Garden Condominium structures are considered combustible by the City of Madison Fire Department. Residents must comply with International Fire Code/2000, Chapter 3, General Precautions Against Fire, Section 307, Open Burning, as adopted by the City of Madison Fire Department as of July 8, 2002, or as it may be amended from time to time, and all other applicable codes or ordinances.

6.1.4.1 **Use of Open-Flame Cooking Devices.** Charcoal burners and other open-flame devices, including gas grills, may be operated, providing they are ten feet or more from any structure. Open flame grills may not be used on porches, balconies, or patios, or within any building.

6.1.4.2 **Storage of Open-Flame Cooking Devices.** When not in use, grills and their LP-gas tanks must be stored within the boundaries of the owner's parking stall or in the owner's limited common area. Nothing over a one-pound LP-gas tank may be stored in the building, per the Madison Fire Department. Storage anywhere on the second story or in the common area is not permitted.

6.1.5 **Dropping items.** Nothing shall be dropped or thrown from the balconies or porch railings, except Christmas Trees as authorized by the Maintenance

Department. Mops, rugs, and other items shall not be dusted or shaken from the balconies, porches, or windows.

6.1.6 **Hosing.** Hosing balconies, porches, windows, or screens on upper floors is prohibited.

6.1.7 **Storage.** Balconies, porches, and patios shall not be used as storage areas. This includes bicycles.

6.1.8 **Lights.** Lights shall not be strung on balconies except at Holidays. Wreaths, roping, and other holiday decorations may be strung on railings and windows, provided they are removed within a reasonable time following the conclusion of the holiday season. Natural roping and wreaths shall be disposed of in the same manner as Christmas Trees.

6.2 **Storage lockers.** Each resident has been assigned a storage locker or storeroom located in the garage area. These areas are to be used only for the storage of personal effects and household goods.

6.2.1 Storage of any item deemed unsafe by the Association or the Madison Fire Department is prohibited. Maintenance personnel may remove any unsafe item or anything with an offensive odor.

6.3 **Patio/balcony enclosure.** Open or screened limited common area patios from Buildings 1–16 may be enclosed with materials common to existing enclosed patios in the particular buildings. All construction must be done with the supervision and approval of the Cherokee Garden Condominiums General Manager.

6.4 **Waterproofing.** Owners of ground floor patios are required to provide waterproofing of the ceiling/floor above the unit at the time of construction of the enclosure. The cost will be borne by the ground floor occupant. This waterproofing is not required if the upstairs patio is already enclosed or if the ceiling/floor is made of concrete.

7.0 Rules Governing the Swimming Pools

7.1 **Locking.** The pool areas will be locked at all times.

7.2 **Hours.**

Adults: 6:00 a.m. to 10:00 p.m.

Children under 16

Saturday: 10:00 a.m. to 10:00 p.m.

Sunday-Friday: 10:00 a.m. to 3:00 p.m. and 6:00 p.m. to 10:00 p.m.

7.3 **ID tags.** Each condominium unit receives four tags for pool identification. All persons within the pool area must display the ID tag, if asked. If someone does

not have a pool tag, they may be asked to leave by any other resident who is present.

- 7.4 **Guests.** Guests must be accompanied by a unit owner to enter and remain in the pool area. Condo owners are responsible for their guests' behavior.
- 7.5 **Animals.** No animals are permitted in the pool area.
- 7.6 **Behavior.** No excessive running, splashing (including canon ball jumping), pushing, or rowdy or noisy behavior will be permitted.
- 7.7 **Food, containers, and smoking.** No glassware, bottles, or other breakable containers or food of any kind allowed in the pool area.
 - 7.7.1 No smoking is permitted in the pool area.
- 7.8 **Flotation devices.** No flotation devices or balls of any type are allowed in the pool. The only exception will be Coast Guard approved personal flotation devices for small children and single "noodles" for adults (not to include floating chairs etc. made from them). Adults may use them anytime and children may use them only when supervised by an adult in the water who is responsible if the devices are used inappropriately.
- 7.9 **Continuous supervision.** Children under the height of 3'6" must have continuous responsible adult supervision at all times when in the pool. Adults must be within reach of their children at all times when in the pool.
- 7.10 **Accompany children.** Children under 16 years of age are permitted in the pool area only when accompanied by an adult who will be responsible for their safety and behavior.
- 7.11 **Swim diapers for children.** Children under the age of two and any child not toilet trained must wear swim diapers.
- 7.12 **Devices with Speakers.** Speaker volumes should be kept at a minimum volume so as not to disturb others. Speakers must be turned off at another's request.
- 7.13 **Claiming a chair.** Anyone leaving the pool area for more than 15 minutes cannot reclaim the chair they have been occupying.
- 7.14 **Swimming risk.** Swim at your own risk. The Cherokee Homeowners Association is not responsible for accidents to owners and/or guests.
- 7.15 **Pool keys.** Giving keys to non-residents, such as grandchildren and others who do not live in Cherokee, for their discretionary use is in violation of the rules. The pools are not public facilities.
- 7.16 **Fines.** Unit owners may be fined for all violations, including violations by guests.

8.0 Rules Governing Individually Owned Units

8.1 Occupants. Each of the units shall be occupied and used only as a residence by the respective owners thereof, their tenants (prior approval having been obtained), families, domestic workers, and guests.

8.2 Use of unit. Unit owners shall not use or permit the use of their premises in any manner that would be disturbing or be a nuisance to other owners, or in such a manner as to be injurious to the reputation of the Condominium Association.

8.2.1 Disturbances and nuisances may include, but are not limited to: secondhand smoke, odors, loud music, or other loud noises.

8.3 Alterations. Unit owners shall not do any work that would jeopardize the soundness or safety of the property or reduce the value thereof.

8.4 Heating, plumbing, and electrical problems. Unit owners may contact the Maintenance Department immediately regarding heating, plumbing, and electrical problems. This can be accomplished during working hours by calling (608) 241-4747, or in the event of an emergency by calling any Board Member at the telephone number listed for each in the Association Directory.

8.5 Fireplaces. Unit owners must maintain fireplaces to prevent chimney fires and carbon monoxide leaks and to ensure maximum energy efficiency.

8.5.1. **Installation** or replacement of fireplace units must have board approval. Gas units must be 100% direct vent type so outside air is used for combustion. Unit owners are responsible for all costs associated with use, inspection, repair, replacement, or installation of fireplace units.

8.5.2. **Maintenance:** Gas fireplaces are to be maintained as per manufacturer's specifications. If used, an annual inspection and/or cleaning of wood-burning fireplaces is strongly recommended.

8.6 Consent for alterations. No structural changes or alterations shall be made in any unit without prior written consent of the Board of Directors and the mortgagee holding a mortgage on said unit. Skylights may be an exception consistent with Rule 8.7.

8.7 Placement of equipment and skylights. No unit owner or occupant shall install any wiring, television antenna, machine, air-conditioning unit or other equipment whatsoever on or to the balconies or to the exterior of the buildings or protruding from the balconies, through the walls, windows, or roof thereof. Skylights may be an exception. Skylight installation plans and specifications must be submitted to the Board of Directors for approval. If approved, skylights may be installed only by qualified technicians.

- 8.8 **Sale of a unit.** No unit owner may dispose of any unit or any interest in a unit by sale or lease without first complying with Paragraph 21, "Right of First Refusal and Conveyance or other Disposition," of the Declaration of Condominiums of The Cherokee Garden Condominium Homes, Inc.
- 8.8.1 **Open houses.** Realtors may hold open houses for units that are listed for sale, provided that doors will not be propped open and guests will be escorted into and out of the building. It is the responsibility of the unit owner to inform the Realtor of the above rule.
- 8.8.2 **For Sale signs.** No "For Sale" signs may be placed in the unit where they may be seen from the exterior.
- 8.8.3 **Keys.** Keys provided to real estate brokers for MLS showings of listed properties shall be secured in lock boxes attached to the lock box hanger located under the shelf in the foyer of the building in which the unit is for sale.
- 8.8.4 **Transfer of documents etc.** Unit owners are responsible for transferring documents, directories, copies of current rules and regulations, pool keys, pool tags, mailbox keys, and other pertinent information to the new owner.
- 8.8.5 **Estate and moving sales.** Estate sales, moving sales, or similar sales may be held under the following conditions:
- 8.8.5.1 The Association must be notified and give written approval of the upcoming sale.
- 8.8.5.2 No door may be propped open. Guests must be escorted into and out of the building.
- 8.8.5.3 Signs shall be posted and removed the day of the sale.
- 8.8.5.4 Unit owners shall make provisions for the protection of walls and hall carpeting and will be liable for repair costs of any damage to the common areas.
- 8.9 **Leasing a unit.** Units may be leased for a period not to exceed three months but only on a month-to-month basis and with **prior** approval of the Board of Directors. Approval will be granted contingent on the following conditions:
- 8.9.1 The owner must be actively trying to sell the unit at a reasonable and current market price. A copy of the listing must be presented to the Board of Directors indicating compliance with the above.
- 8.9.2 The owner must be responsible for maintenance fees and special assessments and for any damage done by the tenant to the unit or the common areas.

- 8.9.3 The tenant must have only a month-to-month lease with a 30-day termination arrangement in the event of a sale.
- 8.9.4 The owner must provide a copy of the signed lease to the Association.
- 8.9.5 The lease must give the Association power to cancel the lease and remove any renters who abuse their privileges or fail to comply with the House Rules and Regulations.
- 8.9.6 No sublease or assignment of existing leases shall be permitted. In the event that a lease is terminated and a new lease instituted, the rules as outlined above shall apply and new **prior** approval by the Board of Directors is required. Said new lease shall be for a term not to exceed the remaining period of the initial three months of the original lease.
- 8.9.7 Prior to occupancy, each unit owner shall have his/her tenant (or other individual occupying the unit in the owner's absence but with the owner's permission) acknowledge that he or she has read and agrees to abide by the Association rules. The unit owner shall give a copy of these rules to the tenant or occupant. The tenant's written acknowledgement must be given to the Association Management prior to occupancy.
- 8.9.8 Unit owners are prohibited from advertising or operating a tourist rooming house as defined by the Wisconsin Statutes or offering their unit, or any part of their unit, for short-term or vacation rentals. Fines for violating this rule are \$100 per day, plus the cost for re-keying the common entrances for all owners in that building.

9.0 Rules Governing Parking and Parking Stalls

- 9.1 **Roadway parking areas.** Use of the open roadway parking area is limited to guests and tradespeople except on Golf Course Road. Violations may result in fines imposed by the Board as permitted in Rule 13.5. A fine of \$10 per day will be imposed for owners who continue to park in the roadway parking stalls after being given a 48-hour notice. Vehicles of in-home health care providers who will be parking in roadway stalls for multiple days per week must display a parking permit issued by the Cherokee Garden Condo Association office.
- 9.2 **Inside / Assigned parking.** Assigned parking stalls are the property of specific unit owners and are reserved for their exclusive use. They may be occupied or used by others only with the permission of the owner. An owner of a parking stall may rent the stall to other Garden Condominium or Cherokee Townhouse owners and must notify the office of the identity and contact information of the renter. Unit owners are responsible for stalls rented to others.

- 9.3 **Use of assigned parking stalls.** Assigned parking stalls were designed and intended for the parking of motor vehicles. Examples include cars, trucks, motorcycles, mopeds, and golf carts. Cars and other allowed items must be centered within the stall and not protrude beyond the boundaries of the unit owner's stall.
- 9.4 **Other allowed items.** Other types of vehicles and items may be stored in the parking stall belonging to the unit owner for example include boats, trailers, campers, bicycles, grills, one enclosed metal cabinet with drawers or shelves, and mobility devices, provided none of the items protrude beyond the boundaries of the unit owners stall.
- 9.5 **Items not allowed.** Flammable liquids, furniture, wood/plastic shelving, open metal shelving, garden supplies, individual containers or items such as cans, bottles, boxes, tools, cardboard, and wood other than firewood.
- 9.6 **Vehicle fluids and mechanical work.** Parking areas shall not be used for any mechanical work on vehicles except in an emergency. Drainage of vehicle fluids into the basement floor drain grates is prohibited. Excess oil and/or fluid leaks are prohibited. Fines and cleanup costs will be assessed to the stall owner.
- 9.7 **Enclosures.** Parking stalls may not be enclosed, except for those enclosed before August 20, 2001.
- 9.8 **Sanitation.** In the interest of public health and safety, storage in these areas shall be kept clean, uncluttered, and pest-free. The Association management will notify the unit owner of any violation and, if necessary, the cost of cleanup will be assessed to the stall owner.
- 10.0 **Rules Governing Animals**
- 10.1 **Type & Number of animals.** A unit owner may keep a maximum of two (2) animals per unit consisting solely of dogs, cats, rabbits, or birds. If a unit owner has one (1) animal, it can weigh no more than 30 lbs. at any time. If a unit owner has two animals, each may weigh no more than 20 lbs. at any time. Unit owners may also keep fish of any number or size provided the combined capacity of all fish aquariums does not exceed 100 gallons of water. No animals of any other type are allowed to be kept inside or outside the units.
- 10.2 **Control of animals.** Animals may not be left unattended in any common area such as lobbies, hallways, or outside. Animals must be leashed to comply with City of Madison ordinances. Animals may not make excessive disturbing noises, display uncontrolled aggressive behavior, or otherwise interfere with the rights, comforts, or conveniences of other residents. Animal owners are responsible for their animals' behavior.

- 10.3 **[NEW] Cleaning up after animals. [see differences in versions; check with Tom.]** Owners are responsible for immediate cleanup of any animal feces or messes committed by their animals or animals of the owners' guests. Per the City of Madison, animal feces should not be flushed. Animal feces must be sealed in a plastic bag and a 2nd trash bag. **The Board may fine owners who do not clean up waste or messes committed by their animals or the animals of guests.**
- 10.4 **Damage by animals.** Owners are financially liable for any damage committed or caused by their animals to the property of the Association or other residents, to include carpeting, doors, walls, plantings, or lawns.
- 10.5 **Removal of animals.** The Board reserves the right to require an animal owner to remove the animal from the condominium if the animal owner leaves the animal unattended or unleashed in a common area, fails to clean up after the animal, is unable to control the animal, or violates the weight allowance.
- 10.6 **Animals of guests.** Guests with animals must comply with the rules laid out in sections 10.1 through 10.5, except for weight restrictions. Guests' animals that exceed the listed weight restrictions or number of animals as specified in section 10.1 may stay for no more than four (4) days per visit and no more than four (4) visits per year. Unit owners are responsible and liable for the actions of their guests and their guests' animals.
- 11.0 **Rules about the Maintenance Staff**
- 11.1 **Responsibility for staff.** The Maintenance Staff is hired by, and reports to, the General Manager.
- 11.2 **Duties.** The employees of the Maintenance Department are assigned specific duties by the General Manager and may do no other work except by a work order issued by the General Manager.
- 11.3 **Outside contractors working during owner's absence.** Should outside contractors be authorized by a unit owner to make repairs of any kind within a unit during the owner's absence, the Maintenance Department must be advised, preferably in writing, that entry to the unit is authorized.
- 11.4 **In-unit work by Maintenance Staff.** Work in an owner's unit by Cherokee Garden Condominium Association maintenance personnel shall be done only with the authorization of the General Manager and agreement by the owner to pay for such work.
- 12.0 **Rules about Assessments**
- 12.1 **Power to make and collect assessments.** The previously mentioned duties are considered as being part of the normal day-to-day operation of the Association that are funded by the monthly maintenance fees. For repairs beyond the scope of that which is normal, the Board of Directors is specifically empowered on behalf of

the Association to make and collect Assessments to maintain, repair and replace the property of the Association.

- 12.2 **Types of improvements.** Roof, painting of balconies and patios, water softeners, hot water heaters, and decorating of individual building common areas shall be at the expense of the unit owners of the building affected. Assessments will be made as outlined in these rules and regulations.
- 12.3 **Collection action.** In the event any Association assessment is not paid, collection will occur as outlined in these House Rules and Regulations.
- 12.4 **Division of assessment among owners.** All assessments and all factors that determine monthly maintenance fee increases effective 7/1/2015 are based on a flat and equal fee per unit (except roofs) rather than on a unit's square footage or imposing an annual percentage fee increase, or on such other basis as may be reasonably determined by the Board of Directors from time to time. Roof replacements are assessed on a square footage basis and assessed back to each unit owner within the building.

13.0 Penalties and Fines

- 13.1 **Nonpayment of monthly maintenance fees, assessment fees, and work order invoice fees.** Every unit owner is responsible for the prompt payment of monthly maintenance fees, assessment fees, work order invoice fees, fines, or other charges authorized by the Association. Monthly maintenance fees are due on the second day of the month (due date). Late fees are assessed if payment is not post marked or received within 30 days of the due date. Assessment fees and work order invoice fees are due upon the unit owner's receipt of notice of payment due. Late fees are assessed if payment is not postmarked or received within 30 days of receipt of notice.

13.2 Delinquent Monthly Maintenance Fees

13.2.1 A \$50 late fee will be assessed for each monthly maintenance fee not paid within 30 days of its due date. If a monthly maintenance fee remains unpaid 60 days after its due date, a second \$50 late fee will be assessed. If a monthly maintenance fee remains unpaid 90 days after its due date, a third \$50 late fee will be assessed.

13.2.2 **Interest Charges.** Interest of 1.5% per month will be charged on any unpaid maintenance fees, including late fees, that are more than 90 days past due.

13.2.3 **Collection Action.** If a monthly maintenance fee remains unpaid 120 days after its due date, the Association may commence a collection action. This action may include the filing of a condominium lien with the Dane County, Wisconsin Register of Deeds for the amount due, plus interest, late fees and costs of collection. Additional liens may be filed as necessary.

Collection action may also include the filing of a complaint against the unit owner in small claims court.

13.2.4 **Foreclosure.** If a monthly maintenance fee remains unpaid 180 days after its due date, the Association may commence a foreclosure action.

13.3 Delinquent Assessment Fees

13.3.1 **Late Fees.** A \$50 late fee will be assessed for each assessment fee not paid within 30 days of its due date. If an assessment fee remains unpaid 60 days after its due date, a second \$50 late fee will be assessed. If an assessment fee remains unpaid 90 days after its due date, a third \$50 late fee will be assessed.

13.3.2 **Interest Charges.** Interest of 1.5% per month will be charged on any unpaid assessment fees, including late fees, that are more than 90 days past due.

13.3.3 **Collection Action.** If an assessment remains unpaid 120 days after its due date, the Association may commence a collection action. This action may include the filing of a condominium lien with the Dane County, Wisconsin Register of Deeds for the amount due, plus interest, late fees and costs of collection. It may also include the filing of a complaint against the unit owner in small claims court.

13.3.4 **Foreclosure.** If an assessment fee remains unpaid 180 days after its due date, the Association may commence a foreclosure action.

13.4 Delinquent Work Order Invoice Fees

13.4.1 **Late Fees.** For each work order invoice fee not paid within 30 days of its due date, a \$20 late fee will be assessed if the amount of the invoice fee is \$200 or less, and a \$50 late fee will be assessed if the amount of the invoice fee is over \$200. If a work order invoice fee remains unpaid 60 days after its due date, a second \$20 late fee will be assessed if the amount of the invoice fee is \$200 or less, and a second \$50 late fee will be assessed if the amount of the invoice fee is over \$200. If a work order invoice fee remains unpaid 90 days after its due date, an additional \$50 late fee will be assessed regardless of the amount of the invoice fee.

13.4.2 **Interest Charges.** Interest of 1.5% per month will be charged on any unpaid work order invoice fees, including late fees, that are more than 90 days past due.

13.4.3 **Collection Action.** If a work order invoice fee remains unpaid 120 days after its due date, the Association may commence a collection action. This action may include the filing of a condominium lien with the Dane County, Wisconsin Register of Deeds for the amount due, plus interest, late fees

and costs of collection. It may also include the filing of a complaint against the unit owner in small claims court.

13.4.4 **Foreclosure.** If a work order invoice fee remains unpaid 180 days after its due date, the Association may commence a foreclosure action.

13.5 **Violations of the House Rules and Regulations.** The Board of Directors has the authority to enforce all Association rules and regulations by imposing fines, placing liens on individual units, seeking injunctive relief and/or damages, and using any other means allowed by law.

14.0 **Complaints**

14.1 Unit owners are encouraged to resolve complaints with their neighbors before filing a written complaint to the board.

14.2 **First complaint.** All written complaints shall receive a response from the Association. The board will take appropriate action to determine if the complaint is valid, which may require the parties involved to provide additional information or appear in front of the board. If the complaint is determined to be valid, a letter will be sent to the unit owner requesting corrective action. Anonymity will be maintained when possible.

14.2.2 If the complaint is determined to constitute a situation that presents an immediate danger to the association's resident(s) and/or property, the board will take immediate legal, law enforcement, or other appropriate action.

14.3 **Second complaint.** Upon receipt of a second letter of complaint, a letter will be sent requesting the appearance of the unit owner to appear at a specified date and time before the Board to explain why corrective action has not been made.

14.4 **10-day fine.** Should the Board concur that corrective action should have been taken and the unit owner has not complied, the unit owner shall have ten days to comply with the Board decision or a \$100 fine shall be imposed upon the unit owner. Fine payments are due in 30 days.

14.5 **First 30-day fine.** If corrective action is not taken in 30 days following the 10-day compliance period, an additional \$100 fine will be imposed. Fine payments are due in 30 days.

14.6 **Second 30-day fine.** If corrective action is not taken in 30 days following the first 30-day compliance period, an additional \$100 fine will be imposed. Fine payments are due in 30 days.

14.7 **Additional fines.** If corrective action is not taken at the end of the second 30-day period, a fine of \$5/day will be imposed until corrective action is completed.

14.7.1 If no corrective action has been taken at the end of the second 30-day period, regardless of whether the fines specified in 14.4, 14.5, 14.6 and 14.7 above have been paid, at the board's discretion, legal action may be taken citing violation of House Rules and Regulations.

14.8 **Lien.** Any monies ordered to be paid in any legal action that are not received as ordered shall constitute a claim by the Board that may become a lien upon the property and the necessary legal actions may be filed by the Board for satisfaction of such liens.

III. SUGGESTIONS AND COMMENTS

Suggestions and comments regarding the House Rules and Regulations shall be submitted in writing to the Cherokee Garden Condominium Homes Association office at 1436 Wheeler Rd., Madison, WI 53704.