

# ***PETTIBONE POINTE CONDOMINIUMS***

## **RULES AND REGULATIONS**

These are the Rules and Regulations for *Pettibone Pointe Condominiums*. If there is a conflict between these Rules and Regulations and the Declaration, the Declaration shall control.

### **A. General Use and Occupancy**

1. Each of the Residential Units shall be occupied and used in accordance with the zoning codes of the City of La Crosse and in accordance the Declaration and these Rules and Regulations.
2. The common areas and facilities shall be used only for the purposes for which they are intended. The common areas and facilities shall not be obstructed, littered, defaced or misused in any manner.
3. Except in specifically designated storage areas, no Unit Owner or occupant shall place, store or maintain objects of any kind in the balconies, patios, walkways, grounds, or other common areas. This rule shall not preclude a Unit Owner from placing furniture and other customary balcony fixtures on their respective balcony or patio.
4. Every Unit Owner or occupant shall at all times keep his, her or its Unit in a clean and sanitary condition.
5. Every Unit Owner or occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by either the State of Wisconsin or the City of La Crosse or adopted by the Association.
6. The use of the Unit and the undivided interest in the common areas and facilities appurtenant to such Unit shall be consistent with existing law and the Declaration of Condominium and the Association's Bylaws.
7. Unit Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other Owners, or in such way as to be injurious to the reputation of the Condominium.
8. Common walks, parking areas and other common areas and facilities shall be kept free from rubbish, debris and other unsightly materials and shall not be obstructed, littered, defaced or misused in any manner.
9. No outdoor clothes lines may be erected and nothing shall be hung or exposed on any part of the common areas and facilities.

10. A Unit Owner shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls of his, her or its Unit, and no sign, awning, shutter or antenna shall be affixed to or placed on the exterior walls or roof, or any part thereof, without the prior written consent of the Association.
11. Unit Owners shall not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement or hereditament without first obtaining, in every such case, the written consent of seventy-five percent (75%) interest of all the Unit Owners.
12. No Unit Owner or occupant may alter, change or remove any furniture, furnishings or equipment from the common areas or facilities.
13. A Residential Unit Owner shall be liable for the expense of any maintenance, repair or replacement to the common areas and facilities rendered necessary by his, her or its negligence or by that of any member of his, her or its family or his, her or its or their guests, employees, agents or lessees.
14. Moving furniture or household effects in and out of the Unit shall be accomplished only from 8:00 AM to 9:00 PM.
15. Noise which can be heard in another Owner's Unit must be avoided. Accordingly, please maintain a reasonable sound level for all TV sets, radios, pianos, organs, stereo equipment, etc.
16. Unit Owners shall place garbage and refuse for collection in containers and areas designated by the Association on the day of collection.
17. Boats, trailers and recreational vehicles may not be left on the street, driveway or outside parking areas for more than twelve (12) hours in any seven (7) day period. Garage doors must remain closed, except when being used for entering, exiting, repair or cleaning and the removal or placement of personal property.
18. Parking stalls are for the use of Unit Owners, approve tenants, guests and their invitees. These spaces may not be used for storage of any kind, including but not limited to vehicles, motorcycles or recreational vehicles, for more than 7 days in any 12 month period, without the advance written consent of the Association Board of Directors.
19. No repair work of any kind on any type of motorized or non-motorized vehicle may be done in any garage, driveway, street, parking stall or any surface area.

20. All care of the Common Areas and Limited Common Areas, unless specifically responsibility for the same is designated to a Unit Owner, will be done by companies or persons contracted through the Association or the Declarant. This includes but is not limited to mowing, weed removal, fertilizing, care of any permanent or semi-permanent landscaping, such as rock, stone, mulch, bushes, trees, perennials and seasonal plantings.

B. Lease of Residential Units

1. No leasing of Residential Units is permitted without advance written consent of the Board.
2. Transient occupancy, use or rental, for such purposes as Airbnb, VRBO or similar uses, is expressly prohibited.

C. Balconies, Patios and Terraces

1. Nothing shall be hung or placed from, on or in any, window, balcony, terrace, patio or railings which will detract from the outward appearance of the building.
2. Nothing shall be thrown or dropped from balconies or terraces.
3. Mops, rugs, or other items shall not be dusted or shaken from balconies or patios.
4. Holiday and seasonal decorations are allowed, however, Halloween, Christmas and similar decorations may be displayed no sooner than 30 days prior to and 30 days after a holiday. Decorations may be lit only between the hours of 5pm and 11:00 pm. No inflatable decorations or any item that generates music or sounds may be placed outside of a unit, in any Limited Common Areas or Common Areas.

D. Pets

1. Only domesticated cats or dogs shall be permitted within the Units, except that there may be no more than two (2) total pets. The pets must be licensed if required by the proper municipal or county agency. No domestic pet may be kept, bred or maintained for commercial purposes. A permitted pet shall not be allowed at large and shall be under control of a person when outside the Unit of its Owner. The Owner shall promptly remove and dispose of any solid wastes caused by such animal.

2. Dogs and cats shall be carried or kept on leash at all times when not in Units.

E. Architectural Control

1. No structural changes or exterior alterations shall be made in any Unit without prior written consent of the Board of Directors and any mortgagee holding a mortgage on said Unit.
2. Owners and residents shall not be permitted to install video antennas, satellite dishes or antennas of any kind on the Common Elements or Limited Common Elements.
3. 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 Directors.

F. Financial Responsibility

1. Every Owner is responsible for prompt payment of maintenance fees, assessments, fines, or other charges authorized by the Association.
2. Violation of these rules will be subject to such legal actions initiated by the Directors to enforce these rules.
3. The names of Owners whose accounts are delinquent 30 days or more shall be duly notified, along with any lien holder.

G. Security

1. Each occupant is responsible for closing all doors which should be locked and for observing security regulations.
2. Solicitors shall not be permitted entry to the property.

H. Signs

No signs (including, but not limited to, advertisements, notices or other lettering) of any type, including "For Sale" and "For Rent" signs (either by the Unit Owner or realtor)

shall be displayed in public view on any Residential Unit or any of the Common Elements or Limited Common Elements without the prior written consent of the Board of Directors of the Association.

I. Certain Additional Restrictions

In addition to the other restrictions and limitations set forth herein, no Residential Unit Owner shall not do any of the following:

1. Without the prior written consent of the Board of Directors for any of the following: Paint or otherwise change the appearance of any exterior wall, door, window, balcony, terrace, or any exterior surface; place any draperies or curtains at the windows of any Unit unless the same is white and unlined or unless the same is lined with a white color material with the lining facing the exterior of the Unit; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building; plant any planting outside of a Unit; erect any exterior lights or signs; or erect or attach any structures or fixtures within the Common Elements.
2. Erect, construct or maintain any garbage or refuse receptacles, or other equipment or structures on the exterior of the building or on or in any of the Common Elements, except with the written consent of the Board.
3. Hang any laundry, garments, or other unsightly objects which are visible outside of the Unit.
4. Any boat stored within a boat slip may not exceed 9 feet in width and 27 feet in length. Jet skis, etc. may be stored in the slip but should not extend past the end of the slip.

***PETTIBONE POINTE A CONDOMINIUM***

**CHECKLIST OF MAINTENANCE RESPONSIBILITY**

U = Unit Owner's Responsibility

A = Association's Responsibility

Interior:

Painting

Walls, ceiling and woodwork within the Unit (U)

Doors within Unit (U)

Window frames within Unit (U)

Caulking within Unit (U)

Hole repair

Within Units (U)

In Common Areas (A)

Window, door glass and screens within Unit

Cleaning (U)

Repair and replacement (U)

Window, door glass and screens within Unit

Cleaning (U)

Repair and replacement (U)

Light bulbs - replacing within Unit (U)

Repairing or replacing appliances within Unit

Refrigerator (U)

Stove (U)

Dishwasher (U)

Washer and dryer (U)

Garbage disposal (U)

General repair or replacing (all items are part of Unit)

Furnace (U)

Humidifier (U)

Air Conditioner (U)

Cabinets (U)

Countertops (U)

Light fixtures (U)

General repair or replacing of equipment or structural components in Common Areas (A)

Cleaning of Common Areas and Marina (U)

Electrical system repair

    Within the Unit (U)

    In Common Areas (A)

Telephone wires

    Within the Unit (U)

    In Common Areas (A)

Plumbing

    From fixtures within the Unit (U)

    Pipes, etc. in Common Areas (A)

Mailbox maintenance (A)

Foundation

    Waterproofing (A)

    Cracks (A)

Insulation

    Walls (A)

    Ceiling (A)

    Foundation (A)

Exterior:

Painting

    Garage doors (A)

    Window frames (A)

    Doors (A)

    Siding (A)

    Walls (A)

Caulking (A)

Roof repair and replacement (A)

Repair and replacement of gutters and siding (A)

Bush and tree trimming (A)

Landscaping (A)

Replacement of exterior lightbulbs  
For fixtures attached in Balconies/Patios (U)  
All other fixtures (A)

Snow removal  
Driveways, sidewalks and stoops (A)

Leaf collection and disposal (A)

Cleaning leaves from gutters (A)

Telephone and utility lines (A)

Repair, maintenance or replacement  
Drives, driveways, sidewalks and stoops (A)  
Balconies/Terraces (for structural items) (A)  
Balconies/Terraces (U)  
Marina (A)

Cleanup of pet waste (U)

Unit - Limited Common Elements:

General repair, maintenance and appearance (U)

Additional Terms:

1. Any work to be performed by the Association which pursuant to the Declaration is chargeable to any individual Unit Owner will be so charged. For example, repairs to the common elements necessitated because of actions of or damage caused by the Unit Owner.
2. No structural alterations by the Unit Owner may be made, even in the course of performing the Unit Owner's responsibilities herein outlined, without the express advance written consent of the Board of Directors of the Association.
3. Promptly report the need for repairs to the Association.
4. If in doubt as to whose responsibility it is to see to a specific repair or type of maintenance, call the Association.

This Checklist is advisory only. Where a conflict exists between the provisions of this Checklist and those of the Declaration, the Declaration controls.