

# **RULES & REGULATIONS**

APPROVED BY

LINDEN PARK CONDOMINIUM ASSOC.

AT ITS ANNUAL MEETING

**OCTOBER 15, 2008**

**DOCUMENT NO.**

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LACROSSE COUNTY  
REGISTER OF DEEDS  
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**RULES AND REGULATIONS**

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(Said Condominium Plat is located on Lot 2 of Certified Survey Map filed in Volume 7 of Certified Survey Maps, page 98, and part of vacated South 33rd Street, all located in the SW 1/4 of the NW 1/4 of Section 15, Township 15 North of Range 7 West, City of La Crosse, La Crosse County, Wisconsin.)

THIS INSTRUMENT WAS DRAFTED BY  
Attorney Kevin J. Roop  
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List of Forms included in pockets:

- Sample Proxy Letter
- Emergency Contact Form
- Request for Services/Changes/Complaints
- Acknowledgment for Receipt of Rules and Regulations Updates
- Roster of Homeowners

## INTRODUCTION

1. Welcome to beautiful Linden Park. The rules and regulations are intended to regulate the use and enjoyment of the condominium complex for the benefit of unit owners and to add value and curb appeal to the entire area.
2. Linden Park holds two Association Meetings per year. The Annual Meeting is held in October. A Special Meeting is held in the spring, generally in May. If a Unit Owner is unable to attend, they are encouraged to submit a proxy vote to insure a quorum and for any issue that requires a vote. See By-Laws, Section 2.06(1), B-3 and enclosed sample of a proxy.
3. The homeowners elect the Board of Directors (BOD) each for a three year term. The BOD then elects the Association Officers, which are President, Vice-President, Secretary and Treasurer.
4. The definition of a Unit is defined in the Declaration of Condominium Ownership, Section 2.03 and Section 3.02. The BOD received a legal opinion in July of 2001. It reads as follows:

*A Unit commences at the unfinished interior surface of the ceiling of the highest story, and the uncovered or unfinished upper surface of the follow of the lowest story. In effect, the Unit is defined as everything inward from the unfinished face of the exterior stud wall, the unfinished face of the ceiling trusses, and the unfinished concrete basement floor.*
5. A contact form is requested from each homeowner for use in the event of an emergency, either personal or building related. This form is distributed to your choice of neighbors and the BOD. See enclosed sample of contact form.

6. Each homeowner is required by the By-Laws, Section 508, page D-10, to carry individual condominium homeowner's insurance. Pursuant to these Rules and Regulations, a Certificate of Insurance must be obtained annually from the insurance carrier and to be on file with the Linden Park Board of Directors.
7. Requests for BOD approval for any services, changes to common areas (including limited common areas), to the extent permitted by the Declaration, or complaints, require a special form that is enclosed. Additional forms are available from the BOD.
8. Non-compliance of the Rules and Regulations will result in a citation for non-compliance, fine and order to come into compliance.
9. The Rules and Regulations may only be amended by a majority vote of the Unit Votes (as defined in the Linden Park Condominium Association, Inc. By-Laws) at a meeting called for such purpose. However, where the Rules and Regulations merely, for the sake of convenience, restate the Condominium Declaration, those rules so restated may only be changed by an amendment to the Declaration of Condominium.

## VEHICLES AND PARKING

1. Each Unit Owner shall be entitled to keep no more than two (2) Automobiles on the condominium grounds and shall the exclusive right to park in the garage and driveway belonging to their unit. The term "Automobile" shall be defined to include trucks no larger than three-quarter ton, commercial vehicles, and motorcycles and mopeds, but shall not include any other motorized or non-motorized vehicles except bicycles.
2. No vehicle belonging to, or under the control of, any Owner or member of the Owner's family, guest, tenant, lessee, or employee of the Unit Owner shall be parked in such a manner as to prevent access to Limited Common Areas and Common Areas, individual driveways, parking areas, emergency vehicles, and fire hydrants. Parking on the street is allowed only as a last resort. Only automobiles in working condition shall be permitted on the Common Elements or Common Areas except for emergency repairs to start the vehicle or change a flat tire.
3. Parking is prohibited on any grass area because of the risk of damage to the underground sprinkling system. Parking is also prohibited within ten feet of fire hydrants.
4. Guest parking is available in the Linden Drive north and south designated areas. Extended use of this parking area beyond two weeks requires special BOD approval.
5. No other individual or Unit Owner shall park in parking areas exclusively assigned for guest use, except for an exchange of vehicles due to physical needs and loading/unloading of vehicles.

6. Winter parking on the unit driveways or in the guest areas following or during a snowstorm could result in that area not being plowed.
7. The BOD has the authority to remove improperly parked cars at the Owner's expense.
8. Larger vehicles (recreational vehicles, trailers, etc.) may not be kept on the Common Areas or Limited Common Areas for more than seventy-two (72) hours.
9. Vehicles should not exceed a speed of 10 miles per hour on condominium streets. If homeowners notice excessive foot and vehicular traffic, politely advise that it is private property for use by homeowners and guests only.
10. The driveway which is adjacent to the attached garage of each Unit shall be a part of the Common Elements and not a part of any individual Unit; however, each Unit Owner shall be entitled to the exclusive use and possession of that driveway, direct access to which is provided from his respective Unit and which is located outside of and adjoining his respective Unit. The Association shall be responsible for the repair, maintenance and appearance of the driveway, and shall keep said driveway free of all snow, ice and other debris, at all times, at its own expense.

## BUILDINGS

1. No changes can be made upon the exterior building surfaces or upon the Limited Common Elements and Common Elements by any Unit Owner, without the prior written approval of the BOD. See Declaration, Sections 4.01, 5.02, and 5.03. Examples are Solatubes, Hand Rails, Exterior Storm Doors, etc.
2. No Owner, resident or lessee shall install wiring for electrical or telephone installation or for any other person, nor shall any television or radio antenna transmitting or receiving, machines, or air conditioning units be installed on the exterior of the condominiums or be installed in such a manner that they protrude through the wall or the roof or otherwise visible from the ground except as may be expressly authorized by the BOD in writing.
3. The opening under the Three Season Room may be covered with a skirt, but a prescribed formula must be followed as required by the City Building Inspector. This formula is as follows:
  - Dig a trench 12 inches deep and fill with gravel to a 4-inch depth.
  - Extend treated wood to the gravel.
  - Back fill with gravel.
  - Add air vents to two (2) sides of the room.
  - As an alternative, extend matching siding to within 6 inches of the ground.
4. A deck may be added to the Three Season Room. The deck will be classified as a Limited Common Element. It can be 8 x 10 feet or 10 x 12 feet, depending upon the location of the outside door on the Three Season Room. You must obtain a City building permit and also a letter from the BOD President authorizing the addition. The following are guidelines for adding decks.

- No deck located on the interior of the duplex or triplex shall be larger than 10 x 12 feet.
- No deck located on the exterior of the duplex or triplex shall be larger than 10 x 12 feet.
- The floor of all decks must be at the same level as the exit/entrance doors to the Three Season Room or the main living quarters. No decks may be built at ground level.
- Railings must be no higher than 43 inches and have the same appearance as other decks on nearby buildings.
- No privacy screen is allowed above or below deck railing. Use of flowers for privacy screening above and below the railing is acceptable.
- All steps must have three (3) supports, handrails, and meet the minimum code for width.
- No concrete slabs or patio materials may be substituted for a deck.
- Color/stain must be of similar color to existing decks and fall into the category of "natural" wood color.
- Decks must be maintained on an annual basis by the homeowner. Inspection and notification of any non-compliance will be the responsibility of the BOD.
- No deck is allowed if the exit/entrance doors of the Three Season Room face on another in adjacent buildings.
- When planning to build a deck, it is required that the homeowner or contractor call the "Digger's Hot Line" for information on buried utilities, and the sprinkler system company if a sprinkler head must be removed. Cost for moving sprinkler heads is the homeowner's responsibility.
- Synthetic lumber may be used if compatible with existing colors.
- All plans must be submitted to the BOD for prior approval.

5. Storm doors or handrails may be added to the unit. A request asking for approval must be submitted to the BOD, which makes sure the style and color of the doors and/or handrails are aesthetically compatible with other units. These shall be classified as Limited Common Elements (?).
6. Each Owner is responsible for any repairs and/or replacements to their Unit and Limited Common Elements (i.e. exterior doors, windows, exterior faucets, and garage doors). The Unit Owner shall obtain the prior written approval of the BOD for all such repairs and replacements.
7. The Association is responsible for the Common Elements.
8. Garage doors should be closed at night for personal security reasons and to prevent pest and varmint infestation.
9. All hoses must be disconnected from faucets before the first hard freeze to prevent possible damage to faucets and walls. This is generally in October.
10. Drapes or drape linings visible from the exterior should be of a solid color.

## GROUNDS/COMMON ELEMENTS

1. "Common Elements" refers to the entire condominium complex, excluding the Units and Limited Common Areas, which includes all rock areas around each building. Refer to definition in Declaration, Section 2.08, page D-4.
2. "Limited Common Elements" refer to those common elements identified in Section 2.11, page D-5, of the Declaration or on a condominium plat as reserved for the exclusive use of the Unit Owners. This is driveways, front sidewalks, steps, decks, and egress windows.
3. No heavy articles may be hung from the gutters as it may cause damage to the gutters of roof. Articles such as statuaries, bird feeders/houses/baths may be placed in the rock area or decks. The article must not hinder lawn care or snow removal.
4. No bird feeders or bird houses may be hung from any trees or bushes to prevent damage to the trees/bushes. No liquid bird feeders can be placed where spillage onto the siding can occur and cause permanent damage.
5. Any damage to the Common Elements or Limited Common Elements caused by a Unit Owner or a Unit Owner's guest, invitees, or licensees shall be repaired at the expense of that Owner.
6. All shrub maintenance is the responsibility of the Association. If the Unit Owner wants to trim and maintain the shrubs of their Unit, the BOD must be notified. If the Unit Owner fails to trim, or give proper notice, the trimming will be done by our Landscaper. Low shrubs should be maintained lower than 3 feet. Tall bushes shall be no higher than 6 feet. In no case shall the branches rub against the siding or bricks.

7. Trimming and maintenance of all trees in the Common Areas is the responsibility of the Association. Professionals will do trimming of trees. Anyone noticing diseased trees shall notify the BOD.
8. No in-ground plantings will be allowed in Common Areas unless prior written approval of the BOD is obtained, and is consistent with the master landscaping plan being developed (includes trees, shrubs, annuals, and perennials).
9. Personal playground/recreational equipment can be used during the day, but must be stored in the garage at night.

## RESIDENTIAL USE AND RESTRICTIONS

1. Owners and occupants shall exercise reasonable care to avoid making or permitting loud, disturbing or objectionable noises, and in using musical instruments, radios, phonographs, televisions sets, amplifiers, and any other instruments or devices in a manner that may disturb owners or occupants of other Units.
2. Children must be supervised when playing on the grounds so as not to disturb other residents or intrude on other residents' Limited Common Area.
3. Garbage and trash shall be contained only in covered garbage cans or closed plastic bags. Garbage is normally picked up on Thursdays. Garbage should not be taken out before Wednesday night (Thursday night if a holiday is on Monday, Tuesday, Wednesday, or Thursday). Items for recycling should be placed in the green recycling boxes and placed next to the garbage on scheduled recycling days. Do not place any garbage or recyclables on the grass as it prevents proper watering of lawns.
4. It is prohibited to hang garments, rugs or any other items from the window, roof or any other facades of the building or deck. Any laundry hung in the garage should not be visible from the street. Outside clotheslines are not permitted.
5. Vegetable plants are acceptable if potted. All plantings must be neat, simple, orderly, and cleaned out at the end of the growing season.
6. Outdoor holiday decorations may be put up no sooner than 30 days before the holiday and must be taken down within 30 days after the holiday. Also, decorations must not interfere with either lawn care or snow removal maintenance.
7. Political signs may not be displayed either inside or outside.

8. No rummage sales, yard sales, or moving sales may be held in Linden Park.

## PETS

1. No animal of any kind shall be raised, bred, or kept in the Common Elements.
2. No Unit Owner or occupant shall be permitted to keep in any Unit more than one domesticated pet, defined as cat and/or dog. As of October 15, 2008, no new or additional dogs will be allowed in the Condominium. Once a dog passes away or is no longer kept in a Unit, a Unit Owner may not replace the dog. Other small animals kept in a cage, tank, or aquarium may be kept in a Unit with the prior written approval of the BOD, subject to any requirements created by the BOD.
3. Unit Owners, occupants and guests who own domesticated pets shall be responsible for the immediate clean up of pet wastes in the Limited Common Elements and the Common Elements.
4. Pets in the Common Areas must be leashed at all times. Repair of damage caused by pets in the Limited Common Area and Common Areas, including lawns and shrubs, is the responsibility of the pet owner.
5. Owners must control pets so that they do not create a nuisance or disturb other residents.

## FEES AND EXPENDITURES

1. Association annual dues for next year are determined at the Annual Association Meeting in October. Dues are to be paid during the first week of the month and sent to Linden Park Condominium Association, Box 663, La Crosse, Wisconsin 54602 or by electronic fund transfer from your account to Linden Park Condo Association at Altra Federal Credit Union. See By-laws, Article V.
  
2. Association dues pay for:
  - All water used in the Common Areas;
  - Insurance for the outside of buildings, streets, and Common Areas;
  - Snow and ice removal;
  - Lawn care;
  - Electricity for street lights;
  - Maintenance, repair, and improvements of Common Areas;
  - Administrative costs including the reserve fund; and
  - Other items as allowed by the By-Laws and Declaration.
  
3. Late fees beyond the 15<sup>th</sup> of the month will be assessed \$20.00.
  
5. In the event of non-payment, a lien can be assessed against the Unit, pursuant to Wisconsin Law.

## SALE OF A UNIT

1. The Unit Owner shall notify the BOD of the intent to sell his/her Unit and will provide Articles of Incorporation, By-Laws, Covenants, and Rules and Regulations for Linden Park to the perspective buyer and/or to the selected real estate agent. The BOD will then provide the seller with the then current Disclosure Documents which are required by law.
2. When the Unit is to be sold or vacated, the BOD must be notified immediately of the sale or vacancy.
3. The BOD must be notified of the new occupant.
4. Unit "For Sale" signs may be placed in the immediate Common (rock) Area of the Unit for sale.
5. If an Owner chooses to vacate but not sell the Unit, the new occupants must have a lease with the Owner and meet all the leasing requirements of the Association and requirements of the lease (see next page).

## UNIT LEASES

1. Units may not be subdivided; however, they may be leased. "For Lease" signs are not permitted on the Condominium grounds. Minimum lease period is one year and a copy of the lease on file with the BOD.
2. The Unit shall not be leased to or occupied by more than two (2) persons, who are not related by blood, marriage, adoption, or through legal guardianship.
3. The lease shall contain a provision incorporating the terms and conditions of the Declaration, Rules and Regulations, and By-Laws of the Linden Park Condominium Association and shall contain the provision that the tenant agrees to abide by the same.
4. The Unit Owner is responsible for the actions of the leaseholder and is responsible for giving the lessee a copy of the Rules and Regulations, By-Laws, and Declaration.
5. The Unit Owner/landlord shall notify the BOD in writing of the leasing of the Unit and provide the BOD with a copy of their lease agreement. The notification shall include the street address of the Unit being leased and the names of both the Unit Owner and the lessee.
6. The Unit Owner is still responsible for maintaining his/her condominium homeowner's insurance as well as the monthly Association dues.

