

Summer Oaks Condo Association Rules and Regulations

Adopted pursuant to By-Laws - §3.16(2) and pursuant to Declaration of Condominium.

In order to provide for congenial occupancy of the property and for the protection of the values of the units and the common areas, the use of the property shall be restricted to and shall be in accordance with the following Rules and Regulations:

1. Residential Use. The Units shall be used for residential purposes only.
2. Use Restriction. The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the units as residential properties.
3. Nuisances. No nuisances shall be allowed in any unit or common or limited common areas nor shall any use or practice be allowed which unreasonably interferes with the peaceful possession or proper use of the property by the residents or occupants of Summer Oaks Condominium.
4. Unlawful Uses. No immoral, improper, offensive, or unlawful use shall be made of any Unit or any portion of the common or limited common areas of Summer Oaks Condominium, and all valid laws, zoning ordinances, if any apply, and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violation of laws, orders, rules, regulations or requirements of any governmental agency or body having jurisdiction thereof, relating to any portion of any Unit or of any portion of the common or limited common areas of Summer Oaks Condominium, shall be complied with by and at the sole expense of the Unit Owners or the Board of Directors of the Association, whichever shall have the obligation to maintain or repair such portion of the property.
5. Sanctions. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in the Declaration or By-Laws:
 - a. To enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or
 - b. To enjoin, abate, or remedy by appropriate legal proceedings, either at law in equity, the continuance of any such breach. In addition to other sanctions available to the Board of Directors, the Board may assess fines for violations of the By-Laws or these Rules and Regulations. Fines may be in an amount of up to \$100.00 per occurrence, and, if not paid within 30 days, the can be treated as a special assessment against the unit owner and a lien may be placed against the unit.
 - c. The Board of Directors may, by contract, delegate responsibility for enforcement of the By-Laws and these Rules and Regulations to the Manager charged with maintenance and operation of the Association's property.
 - d. Each unit owner is responsible for the acts and omissions of his family, guests and invitees.
 - e. Any unit owner may, within 30 days of imposition of a sanction, request a meeting with the Board of Directors to discuss the propriety of any sanctions levied against him.
6. Decks. That portion of the deck which lies adjacent to each unit shall be a limited common area for the exclusive use of the owner of such unit. Each unit owner shall be responsible for cleaning and daily maintenance of his deck and the stairs to such deck. Major repairs, replacement and painting or staining of said deck shall be a common expense and responsibility.
 - a. No bicycles or motorcycles may be kept on said deck area.
 - b. The deck area may not be used for storage of any item. Outdoor deck furniture and gas fired grills are permitted. All furniture and grills must be properly maintained to prevent them from becoming a visual nuisance or hazard. (See fires below).
 - c. No laundry or swimming suits may be dried on the deck or in open view.

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- d. No alterations of the deck are permitted without the written consent of the Board of Directors.

7. Automobiles:

- a. The speed limit in all parking areas on all drives shall be 10 m.p.h.
- b. No cars, vehicles or trailers may be driven off the designated driveways or parking areas for any purpose. (This does not apply to vehicles operated by the declarant, its successors or assigns or any of its or their sub-contractors, agents or employees when engaged in the construction, development or maintenance of the condominium or of any portion of the expansion lands described in the Declaration.) (This also does not apply to vehicles owned or operated by or for the Association.)
- c. All vehicles must be parked in designated parking areas. No vehicle may be parked in a way that obstructs the free flow of traffic or in a way that causes it to occupy more than one designated parking stall.
- d. No vehicle may be stored on the property in an inoperable condition. All vehicles shall have current registration plates.
- e. No unit owner may perform vehicle repairs in the condominium parking areas or driveways.
- f. Only licensed drivers may operate a motor vehicle on condominium property.
- g. No excessively noisy vehicle will be tolerated within condominium property.
- h. No sleeping in cars or other vehicles is permitted on condominium property.
- i. No recreational vehicles, including boats, trailers, snowmobiles, motor homes, all-terrain vehicles, etc., may be stored on condominium property. (Storage shall be defined as parking or leaving such vehicle in areas reserved for parking for more than 9 days without moving it.
- j. Any vehicle which is improperly parked or stored on condominium property may be removed from the property and stored at owner's expense, and the owner will also be subject to a fine in accordance with the provisions of the Declaration, By-Laws and the Rules and Regulations.

8. Boats, Boat Docks and Lake Access Boardwalk, and Lake Access Piers.

Definitions:

Lake Access Boardwalk – Refers to the boardwalk behind the gray units along Lake Wisconsin on the eastern edge of the property.

Lake Access Pier (s) – Refers to the piers accessing Lake Wisconsin from the cove and Lake Wisconsin south of The Hillcrest Restaurant on the east and southern edge of the property.

Private Docks (or docks) – Refers to the piers deeded to the owners in the gray units and accessed from the Lake Access Boardwalk.

Private Slips (or slips) – Refers to the private pier segments installed by private owners who have access to Lake Wisconsin from the Lake Access Piers.

- a. No boats or boat trailers may be stored in any portion of the common or limited common areas. Storage shall be defined as parking or leaving such vehicle or trailer for more than 9 days without moving it.
- b. Boat Slips installed in the cove, and those accessed by the Lake Access piers, are the responsibility of individual owners and are on a space available basis. Generally, a 15' width will be provided along existing space for pier and lift installation. Piers are restricted to twenty feet in length, and no less than 36" wide to 40" wide. Existing piers installed prior to the year 2000 that do not meet this requirement are acceptable, however, the association is exempt from any liability.
- c. The lake access boardwalk and piers is provided for use by boat owners for loading and unloading and as a mooring place. Use of the lake access boardwalk is at the user's risk. Neither Declarant or the Association shall be liable for personal injury to users or for damage to property or loss of property by accident, vandalism, theft, act of God or any other cause.
- d. Horseplay is strictly forbidden in the boat dockage area, boat slips, and lake access boardwalk and piers areas.
- e. Littering is strictly prohibited.

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- f. Use of the boat docks and/or slips, and the lake access boardwalk and/or piers is at the user's risk. Neither Declarant nor The Association shall be liable for personal injury to users or for damage to property or loss of property by accident, vandalism, theft, act of God or any other cause.
 - g. Owners who have access rights via the Lake Access Piers who individually own their own boat slip must be prepared to either share or sell 50% of their pier to another unit owner if notified by the Board of Directors. If a sharing arrangement cannot be agreed to, then the owner will be required to sell 50% of their pier at 50% the cost of a newly installed pier. This rule is necessary to provide all eligible owners pier rights along this section of the lake.
 - h. No boat may be stored along the Lake Access Piers for more than 72 hours. Additionally, if a unit owner's boat slip is connected to the Lake Access Piers and located on Lake Wisconsin, a boat may not be stored on that owner's pier for more than 72 hours unless it is stored in a boat lift. An exception to this rule is for those boat slips where only a floating pier may be installed as determined by the Board of Directors. Unit owners who do not comply will be subject to a fine in accordance with the provisions of the Declaration, By-Laws and the Rules and Regulations.
9. Walkways and Steps.
- a. Walkways and steps must remain unobstructed by all vehicles, boats, etc.
 - b. The use of bicycles on the walkways and steps is prohibited.
10. Noise.
- a. No unreasonable noise of any kind will be tolerated.
11. Fires.
- a. No open fires shall be permitted. Gas fired grills will not constitute an open fire. However, all grills must be placed upon a non-combustible surface and the grill must be at least 12 inches above the surface of the deck.
12. Pets. Pets can be a source of pleasure to their owners, but they can be a source of considerable annoyance to their neighbors. Pets are permitted in Summer Oaks Condominium, but shall be subject to substantial restrictions:
- a. All pets must be kept inside the owner's unit. No pet may be tied up or kenneled in the common or limited common areas. Pets, when taken outside the unit, must be kept on a hand-held leash.
 - b. Pets may not be left unattended in the owner's unit.
 - c. Unit Owners shall be required to prevent their pets from creating unreasonable noise disturbances.
 - d. The Unit Owner shall be required to immediately pick up and properly dispose of all pet excrement from the common or limited common areas.
 - e. The Unit Owner shall be liable for any damage or inconvenience caused by his pets.
 - f. The following breeds of dogs are prohibited from the property at all times: Akita, Chow, Pit Bull aka Staffordshire Terrier, Presa Canario, Rottweiler, Sharpei, and all Wolf Hybrids. This rule applies to all owners, residents, guests, and their pets. (10/05)
 - g. Violation of any of the foregoing shall be strictly prohibited and subject to all of the sanctions set forth in Rule 5.
13. Signs. No sign, advertisement, notice, or other lettering shall be exhibited on any portion of the condominium property without the prior written consent of the Association. This shall not prevent the Declarant or S.O.C. Development, a Wisconsin joint venture, or its agent, from placing signs or other advertising material as part of the marketing program aimed at promoting initial sales of the units.
14. Hanging of Garments and Window Covering. The hanging of garments, rugs and similar articles from the windows or from any other facades of the condominium property shall not be permitted. No sheet shall be used for window coverings unless on a temporary basis for a reasonable period of time while awaiting the delivery of ordered draperies or curtains.

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15. Protrusions. No awning or other similar articles and no television antennae, machines, additional air conditioning units, wiring for electrical or telephone installation, or other similar protrusions shall be allowed without the prior written consent of the Association.
16. Insurance Rates. Unit Owners shall be prohibited from conducting any activity or storing any article in their units or on the limited common elements and common elements which would increase the rate of insurance on the condominium property.
17. Keys and Locks. The Property Manager will be the custodian of all unit owners' keys, to be used only for emergency purposes. In the event that it is necessary to enter a unit and the Property manager does not have a functioning key that opens an entrance door for the unit, the unit owner is responsible for any costs incurred as a result of that necessary entry and for securing the premises upon vacating that unit.
18. Storage. The Association shall not be liable for any loss or damage of or to property placed in any unit or in the limited common elements and common elements.
19. Common Elements Maintenance. Unit Owners shall be prohibited from discarding any dirt or materials from the windows, decks or doors of the units and shall be prohibited from discarding any dirt or materials into the common elements and limited common elements.
20. Leasing.
 - a. Unit Owners may lease their unit, but they must notify the Manager of the name and home address of all tenants prior to their occupancy of the unit.
 - b. The Unit Owner shall be responsible for the acts and omissions of his tenants and of their guests and invitees. The Unit Owner shall be subject to all sanctions arising from such tenancies.
 - c. A copy of the current Condominium Rules and Regulations must be attached to every lease and must be prominently displayed in the unit. The tenant must be advised that the Rules and Regulations are subject to change and such changes must be abided by.
21. Amendments.
 - a. The Board of Directors may amend or create additional Rules and Regulations for the use and operation of Summer Oaks Condominium. Such Rules and Regulations will become effective 15 days after written notice of such amendments or creation has been mailed to each unit owner and his tenants, if any.
 - b. Until the Declarant has given control of the Association to the Unit Owners, the Declarant shall control the creation or amendment of these Rules and Regulations.
 - c. After the Declarant has turned over control of the Association to the Unit Owners, the Unit Owners may create, modify or rescind any of the Rules and Regulations by a vote of 60% of those entitled to vote attending a meeting of the Unit Owners if notice of such creation, modification or rescission was given in the notice of the meeting required by the By-Laws.
22. Pool and Hot Tub. The pool and hot tub hours are 9:00 a.m. to 10:00 p.m. Additional rules are as posted in the pool area.
23. Non-emergency remodeling, maintenance and repairs are to be done between the hours of 8:00 a.m. and 9:00 p.m.
24. Land recreation vehicles on Summer Oaks Condominium and Resort property are restricted to paved roads and parking lots. Snowmobiles access shall be limited to and from trails.
25. Trash Disposal. Prior to placing bulky and unusual items. (i.e. furniture, tires, appliances etc.) along side or in Association dumpsters, check with Grounds Committee. They will be able to tell you if the item is allowed, and if there is a fee. Person/s disposing of items will be responsible for charges.

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26. Association Telephone. The Association telephone located near the pool and/or the tennis courts has been provided as a convenience for our residents and guests. After 10:00pm at night and before 9:00am in the morning, the telephone shall be used for emergency use only. Violators of this rule will subject to “Disturbing the Peace Violations”.
27. Smoke Detectors. Unit Owners are required to maintain and/or install a functional smoke detector outside of, or in the immediate vicinity of, every sleeping area (bedroom) and on each level of the unit. A sealed unit smoke alarm with an extended life (10-year) lithium power cell is preferred. Any unit owner who fails to properly install or maintain such smoke detectors shall be held liable for any damages resulting therein.
28. Carbon Monoxide Detectors. Unit Owners are required to maintain and/or install a functional carbon monoxide on each level of the unit where a fireplace exists. A sealed unit carbon monoxide detector with an extended life (10-year) lithium power cell is required. Any unit owner who fails to properly install or maintain such smoke detectors shall be held liable for any damages resulting therein.
29. Unit owners who replace any unit feature (windows, doors, etc.) that is exposed to the exterior must match the color and style design as predetermined by the Board of Directors. If such color or design element is no longer available, the unit owner must have written approval prior to installation of any alternate item.
30. No unit owner may engage in the practice of renting their property for a period of time that is less than 31 days. World Wide Vacations Club, and any other unit approved for vacation rental by the Merrimac Town Board prior to January 1, 2014 are excluded from application of this rule.