

Mountain Bay Condominium Association  
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## **Rules and Regulations**

In accordance with the Declaration and By-Laws of Mountain Bay Condominium Association (MBCA), the following Rules and Regulations (R&R) governing our community have been developed and revised. Fines and penalties will be levied for non-compliance. Homeowners are responsible for all legal fees incurred because of non-compliance. Over the years, revisions have been made to continue to help protect and provide a pleasant environment for our community. It is the responsibility of the Board of Directors to administer and enforce the rules. However, it is the responsibility of each resident to cooperate and adhere to the following revised R&R.

### **1. Landscape Maintenance**

A. Unit owners should not give on-site instructions to any maintenance individuals. Any concerns should be addressed to the Board of Directors via the helpline or by writing to the Board at the address above.

B. East Side (2519, 2523, 2531, 2535, 2539, 2543, 2547, 2551)

1. Existing plantings by homeowners are “grandfathered” based on photos as of 9/9/18. The upkeep of the grandfathered plantings continues to be a unit owner responsibility.

2. If plantings are not maintained in a timely manner or become a nuisance to neighbors, the MBCA has the right to: (a) have work done at the expense of the owner or (b) remove the plantings. This also applies to weeds in patio area. 3. Future plantings will be done solely by MBCA. This includes sides of end buildings.

C. West Side (2567, 2571, 2575, 2579)

1. Existing plantings by unit owners are “grandfathered” based on photos as of 9/9/18. The upkeep of the grandfathered plantings continues to be a unit owner responsibility.

2. If plantings are not maintained in a timely manner or become a nuisance to neighbors, the MBCA has the right to: (a) have work done at the expense of the owner or (b) remove the plantings. This also applies to weeds in patio area.

3. Shared mulched “islands” between 2 units may be altered by unit owners and therefore maintained by same owners. Both unit owners of shared areas must agree on changes and follow with upkeep, maintenance and cost of maintenance; this includes the sides of end units.

4. The rules outlined above also pertain to areas where there are front, side and rear sidewalk entrances.

5. There are no plantings allowed on the back rock wall area behind building 2579, as plantings on the rock wall could compromise the stability of the rocks.

D. No individual landscaping shall extend to common areas.

## 2. Exterior

A. Unit owners may not make any exterior changes to buildings or grounds without written permission from the Board of Directors. This includes the installation of satellite dishes as provided in the Declaration.

B. Furniture, umbrellas, patio furnishings, or plant materials may not obstruct the view or be detrimental to the enjoyment of any other Unit Owner.

C. Outdoor hot tubs, spas, or pools are not allowed. "Kiddie" pools, those with a diameter not to exceed 6 feet and water depth of not more than 18 inches, will be allowed on decks or patio slabs, but must be drained and stored in the garage during the off season.

D. No outside clothesline or other structure for drying or airing clothes may be constructed.

E. No structure, trailer, tent, shed, barn or shack, temporary or otherwise, except for those maintained by the Condominium, may be placed or maintained on any part of the Condominium, including Limited Common Elements.

F. No unit owner (other than the Declarant) may exert or attach any temporary or permanent sign, banner, flag or other similar item upon a Unit or any Common Element including "For Sale" signs.

### G. Windows and Exterior Doors: Replacement

~~There are 125 units owners who have equal "equity" invested in the reserve funds. MBCA By-Laws and Declaration state reserve funds are to be used to replace building structure problems with windows and doors, when it is determined necessary, following the protocol stated in the documents. Since reserve funds are equally contributed by all unit owners, the Board has determined the following window/doors are in common in each unit, thus equal value (spending) for these windows and/or doors will only be considered in replacement decision by the Board:~~

- ~~1. One window in each bedroom, maximum of two windows~~
- ~~2. One main front patio door or main living room window/front door combination~~
- ~~3. One back entryway door NOT including side window as part of replaced door frame (if there is a side window as part of the condo unit's door unit, the unit owner will need to pay the difference for enhanced door frame which incorporates a side window as part of the frame)~~

~~Exclusions: Windows excluded from Association repair (maintenance) and replacement policy are:~~

- ~~1. Decorative window above living room window~~
- ~~2. Basement (lower level) window~~
- ~~3. One or more "side" windows for end units~~
- ~~4. Third bedroom window~~
- ~~5. Closet window~~
- ~~6. Entry door "side" window~~

Repairs, maintenance and/or replacement of the “excluded” windows are the sole responsibility of the unit owners. As with all windows, they are to be replaced with windows approved by the Association policy as stated.

H. Unit owners are responsible for the repair or replacement of all screens, door knobs, latches, dead bolts, and levers on all exterior doors.

### **3. Common Elements**

A. All Common Elements, excluding Limited Common Elements, are to be maintained by the Association.

B. No unit owners may cause or permit the Common Elements to be used or obstructed so as to deny to other unit owners the full use of the Common Elements.

C. Entries, exits, and all Common Elements, including drives, must be kept clean and orderly and free of bicycles, baby carriages, skates, wagons, grills and like objects.

D. Unit owners are advised to clear accumulated snow from decks and patios. Any interior water damages from melting snow will be the responsibility of the unit owner.

### **4. Exterior Lighting**

A. All outdoor lighting is permanent and may not be changed by unit owners.

B. Additional patio lights or outside lighting are not permitted except by written permission of the Board of Directors.

### **5. Recreation Vehicles and Trailers**

A. Owners of recreational vehicles, boats, trailers, and similar items should make appropriate arrangements for their storage elsewhere. They may not be parked or repaired in the driveways, streets, overflow parking areas or Common Elements for more than a period of 48 hours.

### **6. Parking**

A. Parking spaces for vehicle parking have been provided for all Units. All vehicles must be parked overnight in the unit's parking space or in the area designated for general parking. General parking areas are for both unit owners and visitors. Because these spaces are limited, no vehicle may be parked for more than 14 7 days without being moved. After that time, the vehicle must be moved, or it is subject to a fine. Junked, inoperative or unlicensed vehicles are not allowed in the driveway or anywhere else on Condominium grounds.

B. No vehicle may occupy, park upon or otherwise block access to or exit from a driving area or sidewalk, parking space or the approach to a parking space. Visitors shall park vehicles only in driveways or in the area designated for visitor/overflow parking.

C. Parking in front of sidewalks Bldgs. 2547 and 2543 K-R

~~(1) Limited parking to days there are less than 2 inches of snow predicted~~

(1) When snow is predicted – NO PARKING IN FRONT OF SIDEWALKS

(2) Include immediate unit owner's cars or unit owner's guest cars only

(3) Restrict parking to average mid-size sedans or SUVs – typically 16 1/2 feet. All extended SUVs and trucks would still need to park in front of the garages or in the overflow area.

Please note that the limited common area extends 9 feet beyond the sidewalks, so any vehicle longer than that will be on common area. By using that common area, the owner assumes responsibility for any issues, legal or personal, that may occur because of using that space. This is in reference to our condominium Declaration, Section 7:2.

Also know there is limited parking at the end of the road (far left side) for service vehicles only. Thus, if a unit owner has anyone servicing their unit, the service vehicle may be parked there for the duration of the service to the condo unit.

D. When snow is predicted – NO OVERNIGHT PARKING IN THE OVERFLOW PARKING AREAS. Vehicles must park in garage or space directly in front of garage door.

## **7. Refuse Storage and Removal**

A. Refuse must be placed in plastic bags and put in the garbage containers provided by the Village of Howard. Any refuse left outside anywhere on condominium grounds will be subject to fines levied by the Association. ~~The only exception to this regulation will be refuse left in specific areas for special collection by the village. Unit owners are responsible for arranging for special trash pickups.~~

(NO CURBSIDE PICK-UP by the Village of Howard.)

B. Individual trash and recycling containers must be stored within the unit and may not be moved outside except for a 24 hour period prior to scheduled refuse pickup. Violators are subject to a fine.

C. No outdoor burning of trash or other debris is permitted.

D. Any present and future village, county, or state mandates regarding solid waste disposal, garbage or recycling collection shall be complied with by the unit owners.

## **8. Nuisances**

A. Unit owners must refrain from any activity that creates a nuisance to neighboring residents, including the use of musical instruments, fireworks, television, radios or other sound systems, at such times or at such volumes as is objectionable.

B. No unit owner may permit anything or condition to exist which induces, breeds or harbors infectious plant diseases or various insects or animals.

C. No feeding of birds or deer or any wildlife on property.

## **9. Pets**

A. No person, including but not limited to unit owners, their guests, tenants, and invitees shall keep or bring upon the Condominium property any animal other than up to two domestic pets.

B. Animals must be attended and leashed when outside the units; non-compliance will be subject to a \$25 fine (please see Compliance Procedures & Fines).

C. Each unit owner shall be responsible for the immediate pick up and removal of pet feces caused by their pet or a pet belonging to a visitor to their unit; non-compliance will be subject to a \$25 fine ). Fine amounts will escalate for repeated violations.

D. All owners shall comply with Village of Howard animal ordinances.

## **10. Association Dues**

A. Monthly dues, currently \$125 per month and payable by the 10th calendar day of each month via electronic transfer; a fee of \$10 will be added if paid by check. Electronic transfer paperwork (ACH) needs to be completed by the new unit owner starting day one of purchase date of unit. This paperwork will be provided to the Title Company and/or Mortgage Company to the new unit owner with the closing papers.

## **11. Fire Sprinkler System**

A. The Association will pay 50% of the cost for the installation of additional sprinkler heads. The cost for any modification, extension, or expansion of the sprinkler system required by remodeling or any other unit owner initiated project will be fully the responsibility of the unit owner.

B. In the event the Association scheduled a building repair project and a unit(s) was not made available to the contractor to access the fire sprinkler system to make the required repairs/remodels and at a later date requires repairs/remodels, the unit owner who did not participate at the time of the Association project is responsible for all costs including but not limited to: draining the system, repairing/remodeling costs and refilling/recharging the system.

## **12. Leasing**

A. When the Association becomes aware that the unit owner no longer occupies his or her unit and is leasing to another party, the Association will notify the unit owner via certified mail that the lessee is to vacate the unit within thirty (30) days from receipt of notification. If the lessee has not vacated said unit within thirty (30) days from receipt of notification, a \$1,000 per month penalty will be imposed to the unit owner until lessee has vacated the unit. Any overdue payment is subject to a fee of \$100 for each month the payment is overdue. If the Association does not receive payment of the penalty by said date, the Association will proceed with filing a small claims judgment and will file a lien against the property.

## **13. Miscellaneous**

A. No activities may be done or items kept in any unit or in a Common Element which would be in violation of any statute or law, rule, ordinance, regulation, permit or other governmental pronouncement.

B. No damage to, or waste of, the Common Elements or any other unit may be committed by a unit owner or invitee of any unit owner, and each unit owner shall indemnify and hold the Association and each other unit owner harmless against all loss resulting from any such damage or waste caused by any such unit owner or invitee of the unit owner.

### **COMPLIANCE PROCEDURE & FINES**

The Board of Directors has an obligation to enforce the MBCA Rules & Regulations and to act in the best interest of the entire community. On the rare occasion that the only practical tool for compliance of MBCA Rules & Regulations is a fine or the possibility of a fine, the following shall apply to violations:

**First Violation:** A courtesy letter, phone call or an email will be issued to the homeowner citing the specific violation and date noted.

**Second Violation:** Non-compliance with the above or no action will result in a \$25.00 fine.

**Third & Subsequent Violations:** Non-compliance of the same violation or no payment within an additional 30 days will result in a \$25 late penalty.

**A Hearing:** The owner shall be given an opportunity of a hearing before the MBCA Board of Directors to present evidence in support of his/her position.

Dated: August 4, 2004  
Revised and Accepted October 28, 2009  
Revised and Accepted November 28, 2012  
Revised and Accepted May 21, 2014  
Revised and Accepted April 18, 2017  
Revised and Accepted October 23, 2018  
Revised and Accepted February 18, 2019  
Revised and Accepted March 10, 2020  
Revised and Accepted July 13, 2021

Mountain Bay Condominium Owners Association, Inc.

By: Judy Goolsbey  
President

By: Carol Ploetz  
Vice President/Treasurer

By: Jacob McKeever  
Secretary

By: Pat Prunty  
Director

By: Ron Kennedy  
Director