

Riverside Place Condominium Rules & Regulations

Revised June 21, 2021

In accordance with the *Declaration of Condominium of Riverside Place Condominium* ("Declaration"), the Green Bay Riverside Unit Owners Association ("Association") has adopted the following Rules & Regulations ("Rules") in regard to the Riverside Place Condominium ("Condominium"). The Association reserves the right to alter these Rules or create additional Rules in order to preserve the physical condition, safety, appearance, and quiet enjoyment of the Condominium Unit Owners. Unit Owners shall abide by these Rules and ensure that all guests, invitees, or other persons on the property either through Unit Owner's request or permission shall also abide by these Rules. Any exception or waiver to these Rules by the Association must be granted in writing to be valid. These rules are in addition to, and in some cases clarifications of, the rules found in Article XX of the Declaration. In the event of a conflict between these Rules and the Articles set forth in the Declaration, the Declaration shall control. As permitted by the Declaration, the Association may impose financial penalties for violations of these rules or those found in the Declaration.

1. Authorization and Enforcement

- A. The Rules have been developed, adopted and implemented by the Executive Board through the authority given them through the *Declaration of Condominium of Riverside Place Condominium*.
- B. The Association may employ professional management under contract with the Association to manage affairs of the association ("managing agent"), together with all related support personnel necessary to conduct the affairs of the Association. The Managing Agent reports to the Executive Board. The Executive Board and the Managing Agent are authorized to enforce the Rules.

2. Applicability / Responsibility

- A. These Rules apply to all Owners regardless of where they may actually reside and all of their respective Permittees.
- B. Responsibility of Owners
 1. If a unit is sold, it will be the responsibility of the former Owner to provide its successors with a copy of all of the Governing Documents including, without limitations, these Rules.
 2. It will be the responsibility of Owners to see to it that their family members, guests, visitors, lessors, lodgers, roomers, etc., are apprised of the Rules. Neither the Association nor its Executive Board will be responsible for notifying non-Owner residents, guests, visitors, etc., of the Rules.
 3. All Owners are responsible for providing their lessees with a copy of the Rules which govern the association.
 4. In all cases, Owners will be held responsible for the actions of their families, their guests, their lessees and the actions of their lessee's guests.
- C. It would seem unnecessary to include in these Rules a list of inappropriate actions such as vandalism, disturbing the peace, theft, assault, etc., which are self-evident. Thus, the scope and coverage of the categories enumerated below is by no means exhaustive. In all cases, good judgment and respect for the property, safety and welfare of other Owners and resident lessees should – and will – be the general rule expected of all Owners and their Permittees.

3. Interpretation of the Rules

- A. The interpretation of the Rules will be at the sole discretion of the Executive Board and/or its Managing Agent. Their Judgment will be the sole criteria as to whether an infraction or violation has occurred.

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- B. No failure by the Association to insist upon the strict performance of any provision of the Rules will constitute a waiver of any such provision.
 - C. No waiver of a breach of these Rules shall prevent a subsequent breach from having the full force and effect of a violation or prevent the Association from exercising all of the remedies found in these Rules.
4. **Contact Information**
- A. Inasmuch as all correspondence with an Owner can only be accomplished if the Association and its Managing Agent are aware of the Owner's "Address of Record", each Owner shall keep the Association, through its Managing Agent, apprised of any changes to his or her "Address of Record".
5. **Building Emergency/Safety Agreement**
- A. All Owners are prohibited from disarming, misusing, altering or removing safety devices in the Condominium. All Owners agree to inform the Association or designated property manager of any potential building or occupant hazards, or non-operating/missing safety devices (smoke detectors, exit signs, emergency lighting systems, fire extinguishers, etc.). Storage of combustible or explosive materials anywhere in the Condominium is strictly prohibited.
 - B. All Owners will be required to provide access to their Units for the purpose of fire inspections mandated by the City of Green Bay.
 - C. Smoke and CO Detectors: Unit Owners shall maintain smoke and CO detectors in good working order. The Association recommends changing batteries at least twice per year and testing these detectors at least once per month.
6. **Right to Access Condominium Units**
- A. Duly authorized officials or agents of the Association shall have the right to access individual Units, Limited Common Elements or both under the terms and conditions set forth in Section 9.4 of the Declaration.
7. **Pets:** See *Pet Policy, Revised December 2, 2016*
8. **Soliciting. Soliciting is prohibited on the Condominium property**
- A. The Association may designate an area, bulletin board, or newsletter which allow for advertising. Any posting must be pre-approved by the Association. Any advertisement may be refused without reason/cause.
9. **Keys, Entry Devices and Access to Units**
- A. Keys for the main entrances to the Buildings may be obtained from the Managing Agent. Owners may not give, loan, transfer, etc. entry keys to anyone not residing within the Owner's unit. Any costs associated with the purchase of keys will be passed on to the Owner.
 - B. Electronic devices for the Parking Garage may be obtained from the Managing Agent. Parking Garage entry devices will be made available only to those authorized to park in the Parking Garage. Any costs associated with the purchase of entry devices will be passed on to the Owner.
 - C. No Owner or tenant may allow someone unknown to them to accompany or follow them through the doors to the Building(s) or into the Parking Garage.
 - D. In order to comply with the Green Bay Fire Department, no Owner shall change or replace locks on Unit doors. The Managing Agent will be responsible for lock

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replacement and shall retain a duplicate key. The Unit Owner will be responsible for charges associated with the lock replacement.

- E. The Association or designated manager may elect to charge a “lock-out” fee to cover its costs should a Unit Owner request that the Managing Agent open their Unit.

10. **Noise.**

- A. Unit Owners shall comply with Section 20.10 of the Declaration and shall not make or permit any public or private nuisances or disturbing noises (to include, but not limited to television, music, loud conversation, party noise) in their Unit, common areas, grounds, or parking areas. In the absence of evidence to the contrary, repeated noise complaints concerning a specific unit will be presumed to establish sufficient evidence of a violation of Section 20.10 of the Declaration and, as such, the Association may impose penalties on the violating Unit Owner as provided in the Declaration.
- B. Unit Owners/residents are encouraged to call the Green Bay Police Department in the event of an after-hours disturbance.

11. **Complaints.**

Unit Owners are encouraged to address issues with other Unit Owners. In the event the Unit Owners cannot agree, or if the issue is not resolved, Unit Owners may present complaints in writing to the Association. The Association does not arbitrate disputes and will only impose penalties on Unit Owners if sufficient evidence exists to support the action.

12. **Hazardous Activity.**

Unit Owners agree not to participate in activities which are potentially hazardous to other Unit Owners or any other persons on or near property. The Association shall not be held responsible for any injury that results from participation in hazardous or potentially hazardous activity. This includes, but is not limited to, activity on or near balconies, windows, stairwells, dumpsters and parking areas.

13. **Unit Alterations.**

Any alterations made by Unit Owners must be made in accordance with the Declaration, receive written approval from the Board of Directors, and be made with as little inconvenience as possible to other Unit Owners. In no event shall Unit Owner's alter or otherwise obstruct any common area without the express written consent of the Board of Directors.

14. **Rubbish Removal.**

- A. Each Unit Owner agrees to keep their Unit in a reasonably clean condition. Garbage and refuse should be wrapped or tied in plastic bags and regularly removed from the Unit to avoid unsanitary/odorous conditions. No trash shall be stored in public view; i.e., common hallways, patios/balconies, etc. Unit Owners shall place rubbish/trash in designated trash containers for waste removal service pick-up.
- B. Unit Owners shall abide by all property and community recycling requirements. Extraordinary amounts of rubbish or refuse created through the actions of a particular Unit Owner for which the Association incurs additional fees or expenses may result in a Special Assessment to recover those additional fees to the responsible Unit Owner.
- C. Unit Owner's contractors must dispose contraction material and waste off premise.

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15. **Repairs, Maintenance, and Construction.**

- A. Unit Owners are responsible for repairs and maintenance within their unit. Repairs and maintenance of Common Areas and Limited Common Areas shall be undertaken by the Association or its designated property manager in accordance with the Declaration. Unit Owners are encouraged to submit repair/maintenance requests for Common Areas and Limited Common Area to the Association or property manager in writing.
- B. Any construction work within a Unit must be approved in advance by the Board of Directors as set forth in the Declaration. Except in the case of emergencies, any Repairs, Maintenance, or Construction work on the premises shall be limited to the hours between 8 a.m. and 5 p.m. Monday through Friday in order to minimize the nuisance to other residents. Any expenses incurred by the Association or another Unit Owner as a result of a Unit Owner's Repairs, Maintenance, or Construction may be charged to the Unit Owner undertaking the Repairs, Maintenance, or Construction as a Special Assessment as described in the Declaration. Repairs of Limited Common Elements appurtenant to a specific unit will be billed to that unit as a Special Assessment.

16. **Reasonable Care of Unit.**

Each Unit Owner agrees to take reasonable care of the Unit in order to prevent adverse conditions which may affect other Units, Common Areas, or Limited Common Areas. Unit Owners may be held liable for damage to other Units, Common Areas, or Limited Common Areas if said damage is a direct result of the Unit Owner's negligence.

17. **Extended Absences.**

Owners who will be absent for an extended period of time must maintain a minimum temperature of 55° in their unit and open HVAC closet doors in the winter to prevent the possibility of frozen plumbing and other building maintenance issues. It is also recommended that water to toilets and the washing machine be shut off. The Association reserves the right to enter units and adjust the heat or open HVAC closet doors, if necessary, to prevent building damage.

18. **Smoking.**

Smoking is prohibited in all common areas. Common Areas are defined in the Declaration and shall include common entries, common hallways, shared laundry rooms, recreational areas, elevators, stairwells, basements, garages, attics, community rooms, community patio, and any areas which multiple Unit Owners have access to.

19. **Loitering/Storage.**

Each Unit Owner agrees and understands that common areas such as entries, stairwells, community garages, and hallways are to be for purposes of ingress (entry) and egress (exit) of the Condominium. These areas are not for any reason to be used for storage of personal property. Personal property left in Common Areas, in most cases, are in violation of fire codes. The Association or property manager reserves the right to confiscate and/or dispose of any personal property left unattended in Common Areas. Persons shall not loiter in Common Areas or use Common Areas as play areas.

20. **Appearance of Property.**

- A. Residential Unit Owners are prohibited from posting signs, signals, illuminations, symbols, advertisements or any type of equipment or foreign object on, inside, or

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- outside windows/balconies or doors. Any object visible from a public or Common Area may be required to be moved out of view at the Association or property manager's request.
- B. Wreaths and/or Seasonal Door décor is permitted; however, posters and signs are not permitted on unit owner's entrance door.
 - C. Hall Welcome mats are permitted at entrance door; however, other items such as large floor decorations, shoes/boots, shoe trays, umbrella stands, etc. are not permitted.
 - D. Residential Unit Owners are expected to make reasonable efforts to keep grounds and exterior areas clean. This includes, but is not limited to, personal property on grounds, and placing trash in proper waste containers. The Association reserves the right to confiscate and/or dispose of any personal property left unattended on the grounds or exterior of the property.
21. **Community & Exercise Rooms.** Unit Owners shall comply with all rules set forth by the Association concerning the use of the Community and Exercise rooms.
- A. Hours shall be set by the Association and posted in the respective rooms. Unit Owners and their guests shall not use the Community or Exercise rooms outside of the designated hours without written permission from the Association.
 - B. The community room shall be reserved by Unit Owners in advance on a first come first serve basis.
 - C. If alcohol is served, it is the Unit Owners responsibility to not serve minors.
 - D. Unit Owners are responsible for guest conduct. Noise levels should be kept to a minimum.
 - E. Unit Owners will not allow gatherings to exceed maximum occupancy of the community room which should be posted in the community room.
 - F. The Association may collect a deposit of \$50.00 to reserve the community room, which is fully refundable, conditional upon returning the community room to its original/clean condition within 12 hours of the scheduled conclusion of the event. Unit Owner is responsible for any damages or required cleaning that exists after the 12-hour period elapses.
22. **Parking & Vehicles**
- A. Unit Owners agree to park within the parking guidelines/parking areas provided. All vehicles parked anywhere within the condominium must have current, valid license tags.
 - B. Riverside Place does not have available parking in addition to the Unit Owner's assigned space. Additional parking options are as follows:
 - 1. Nicolet National Bank Parking – ONLY between the hours of 7:00 p.m. – 7:00 a.m.; except weekends
 - 2. Debra R. Mancoske, Attorney at Law – ONLY between the hours of 7:00 p.m. – 7:00 a.m.
 - 3. Riverside Place Staff Parking – ONLY between the hours of 5:00 p.m.-7:00 a.m.; except weekends. Owners/Residents/Guests will be fined \$50.00 for parking during business hours.
 - 4. Green Bay Title – ONLY between the hours of 5:00 p.m. – 8:00 a.m. except weekends
 - 5. Metered Street Parking
 - 6. Cherry Street Ramp Parking
- Unit Owners and Guests agree to abide by the posted hours and understand their vehicles are subject to ticketing and/or towing if these posted hours are violated.

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- C. Parking and/or storing of any type of vehicle such as campers, RVs, snowmobiles, wave runners, trucks in excess of ¾ ton, semis, etc. is forbidden.
- D. All vehicles shall be parked in such a manner so as not to impede or prevent ready access to others using the parking areas. Neither should vehicles be parked in a manner such that they impede or constrain pedestrian traffic in the Parking Garage or the Parking Spaces. The driveway between buildings is a public street and regularly monitored by the City of Green Bay Parking Utility. Vehicles parked in any unauthorized areas such as Fire Lanes are subject to ticketing and towing.
- E. Unit Owners and Guests agree to abide by all posted signs on the premises which restrict parking in certain areas. Parking in front of the garbage dumpsters without Management approval is prohibited.
- F. Unit Owners are responsible for ensuring that their Guests, Service Technicians, Contractors, etc. abide by all parking regulations.
- G. Parking inoperable or abandoned vehicles on the property is prohibited. Such vehicles are subject to towing.
- H. Any kind of maintenance of vehicles (e.g. washing, engine repair, oil change, draining of fluids, engine tune-up, etc.) in the parking area is prohibited.
- I. If the parking garage is to be repaired, swept, striped, etc., notice will be either e-mailed or posted at least 24 hours in advance of such maintenance. Owners will be required to move their vehicles out of the parking areas prior to time such work commences. Vehicles that are not moved may be towed.
- J. Owners who move from the Condominium must remove all vehicles from the property at the time they move.
- K. **Ticketing and Towing:**
 - 1. Parking violations (e.g. parking in someone else's space, parking in fire lane, parking next to elevator in the drive lane, etc.) are subject to ticketing and towing.
 - 2. Neither ticketing nor towing will require prior approval by the Board. Both ticketing and towing may be enforced by the Managing Agent.
 - 3. The ticketing and towing of any vehicle will be done at the expense of the owner of the vehicle. The location of the vehicles that have been towed may be obtained from the Managing Agent.
- L. Owners may park a motorcycle, bicycle(s), stroller, or kayak in front of the parking space in addition to their vehicle. All items must fit within the designated space and not infringe on the use and enjoyment of other residents' assigned parking space. Storage of any other items is strictly prohibited. Combustible items such as gas cans may not be stored anywhere on the premises at any time. Storage of the Association's property and equipment is an exception to this Provision.

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- M. Guests may not park in the building parking garage unless they will be occupying the Owner's parking space.
- N. No skateboarding, roller blading, running or other recreational activities are permitted in any garage area, garage ramp, or courtyard parking and driveway areas.
- O. The garage areas shall not be used for the purpose of walking or exercising a pet.
- P. Motorcycles and mopeds are subject to the same rules and regulations as all other vehicles.

23. **Architectural Control**

- A. No flooring replacement, renovation or remodeling of a structural, electrical, plumbing or sound proofing nature to the interior of any Unit shall be permitted without prior notification and approval of the Architectural Committee and in compliance with the rules of the Architectural Control Committee in accordance with the Declaration. If needed, a fee will be collected to cover the cost of an architect or other applicable building professional's review of the remodeling plan.
- B. Any modification of anything, permanently or temporarily on the outside portion of any unit, whether such portion is improved or unimproved, will require the approval of the Architectural Control Committee and Executive Board of the Association.

24. **Balconies/Patio** – This section is provided as a guideline to maintain an attractive community. Balconies/Patios are designated as "Limited Common Elements" in the Declaration. Unit Owners are prohibited from mounting, installing, or otherwise attaching any item to their balcony/patio. Unit Owner's may not drill holes or otherwise alter the wood or brick on their balcony, the balcony above, or the vertical support beams. Any items located on a balcony must not overhang the edge of the balcony and must be positioned so that if that item were to fall it would not fall to the ground.

A. Furniture

- 1. Furniture shall be specifically designed for outdoor use.
- 2. Frames shall be made from cast aluminum, wrought iron, treated wood, or outdoor intended wicker and of sufficient weight to remain stable in windy conditions. (Should items be blown off a balcony or terrace and damage Common Elements, it is the responsibility of the Owner for the cost of repair for any damages.)
- 3. Furniture covers specifically designed for that use are permitted, and must be fitted and secured properly. No garbage bags or tarps as covers are permitted.
- 4. Fabric selection on furniture must be weather resistant.

B. Planters

- 1. Outdoor planters must be well maintained with healthy plants in season. Dead plants must be removed and discarded according to the instructions of the Building management.
- 2. Planters must be waterproof and must have a catch basin so as not to allow drainage on balcony or over balcony.
- 3. Planters must be sufficient weight to remain stable in windy conditions.
- 4. Planters may not be attached to the railing.

C. Grills

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1. City of Green Bay ordinance prohibits the placement of any grill with an open flame (i.e. any grill but electric) on balconies or patios. Violators will be subject to citation by the City of Green Bay and penalties by the Association.
2. Grills must be lidded and well maintained
3. Grills must sit on a grill pad to protect the balcony and balcony below.
4. Grill covers specifically designed for that use are permitted and they must be fitted and properly secured. No garbage bags or tarps as covers are permitted.

D. Outdoor area rugs

1. Area rugs are permitted; however, cannot be permanently affixed to flooring.
2. Synthetic turf products are not permitted.

E. Prohibited Items – The following items are prohibited on balconies or patios:

1. Laundry or related items, including but not limited to clothing, bathing suits, towels, bedding items, indoor rugs, clothes lines, drying racks.
2. Interior household items and furniture, including but not limited to brooms, mops, buckets, vacuums, pots/pans, cleaning supplies, newspaper storage.
3. Garbage or trash of any sort, whether loose or in containers or bags.
4. Storage containers, including but not limited to boxes, coolers and water storage containers.
5. Storage of recreational equipment, including but not limited to bicycles, ski equipment, trampolines, toys, swings, fitness equipment.
6. Bird or animal feeder/houses/baths, or other items related to pets including crates, litter boxes, pet toys or animal bedding.
7. Major appliances or any other mechanical device or construction equipment, including but not limited to tools of any type, fans, ladders, portable heaters or refrigerators.
8. Storage of combustible or hazardous substances including any combustibles or materials that emit offensive odors (i.e. gasoline, paint, turpentine).
9. Hibachi, wood, or charcoal burning grills/devices, propane or butane tanks, any open flame heating devices, including but not limited to fire pits, torches, lanterns, lighted candles.
10. Portable gas or electric heaters

F. Permitted Items with Conditions

1. **Umbrellas:** Balcony/patio umbrellas are permitted only when in use. (Should items be blown off a balcony or terrace and damage Common Elements, it is the responsibility of the Owner for the cost of repair for any damages.
2. **Wind Chimes:** Only one wind chime per unit is approved.
3. **Hanging Potted Plants.** Hanging potted plants are permitted provided the flower pot has a catch basin to stop all water drainage on or over the balcony.
4. **Seasonal Decorations:** Seasonal Decorations are permitted provided they are not permanently affixed to railings, ceilings, floor, or brick. Seasonal decorations must be removed 14 days after the holiday.
5. **Sunshades:** Sunshades are permitted only after Architectural Review Committee's approval.

G. Use of Balconies / Patios

1. Objects of any type may not be thrown, dropped or swept off any balcony, including but not limited to dirt, water, ice, and cigarettes. If unit owner elects to remove snow from their balcony, the owner does so at their own risk.

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2. The shaking of rugs, mops, brooms, or other cleaning materials off the balconies/patios is prohibited.
3. Pets shall not be left unattended on unit balconies/patios at any time.
4. Any activities are prohibited that disturb the peaceful enjoyment and convenience of residents.
5. Balconies/patios may not be used as storage of construction materials. Refer individual cases to Management.

H. Changes, Improvements, Alterations to Balconies/Patios

1. The floor of balconies/patios is not to be altered in any way, including but not limited to being painted or tiled without Association approval.

25. General Restrictions

- A. The Units within the Condominium must be kept in a neat and clean condition. No trash, litter, junk, boxes, etc. may be permitted to remain exposed so that it is visible from any neighboring Unit, the Common Areas or any street.
- B. No temporary window coverings are permitted. Unacceptable window coverings include, but are not limited to, bed sheets, tarps, burlap, aluminum foil or any other material not specifically designed to act as a window covering.
 1. Any window coverings which face the exterior of windows or glass doors of Units shall be the approved white or off-white in color.
- C. In addition, the following shall be prohibited:
 1. "For Sale" signs or other advertising signs on or about any parked vehicle;
 2. Activity within or without a Unit that violates any local, state or federal laws or regulations; however, the Executive Board shall have no obligation to take enforcement action in the event of a violation.
 3. Pursuing hobbies or other activities that tend to cause an unclean, unhealthy or untidy condition to exist outside of unit;
 4. Any noxious or offensive activity which in the Executive Board's reasonable determination tends to cause embarrassment, discomfort, annoyance or nuisance to person using Common Elements or to the occupants of other Units;
 5. Outside storage of household goods or furniture, recreation equipment, vehicles or any type of construction materials;
 6. Using or discharging any firearms, firecrackers or other fireworks;
 7. Accumulating rubbish, trash or garbage;
 8. Keeping of combustible or explosive fluids, storage of fuel, chemicals or substances except those required for normal household use;
 9. Any activities that materially disturb or destroy the vegetation, landscaping, or air quality within the Condominium or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;
 10. Outside auto repair work within view of other Units, parks, open space or public rights-of-way;
 11. No clothing or household fabrics or other articles may be hung, dried or aired on or around any Unit or Common Element in a place or manner that is visible from any other Unit, Common Element or public right-of-way or open spaces;
 12. Structures, equipment or other items on the exterior portion of a Unit which has become rusty, dilapidated or otherwise fallen into disrepair.