

## **Barracuda Condominiums Rules & Regulations**

Approved by BOD at July, 18 2022 Meeting

### Introduction

It is important that we preserve the living and architectural style that the Barracuda Condominiums represents. The goal of these Rules and Regulations (in addition to those stated in the Condo Documents) is to provide reasonable, practical guidelines for the operation of Barracuda. Residents and guests are obligated to comply with these Rules and Regulations and the Association's Governing Documents. The Board of Directors of the Association has approved these and may approve other Rules and Regulations based upon authority contained in Article VI of the Declaration. The terms used in these Rules and Regulations have the same meanings as set forth in Article I of the Declaration. References made to the Association in these rules means the Board acting for and on behalf of the Association.

### **Article I**

#### GENERAL

1.01 Applicability. Unless otherwise specified, all rules and regulations shall apply to and shall be complied with by all Unit Owners (UOs), residents within Units and their guests, families, invitees and tenants.

1.02 Definitions. All capitalized terms not defined herein shall have the definitions assigned to such terms by the declaration of Condominium for Barracuda Condominium (the "Declaration")

1.03 Keys and Locks. The Association shall have the right to retain a passkey to each Unit at all times for the event of emergencies. No UO shall alter any lock, or install a new lock on any door of the Condominium without the prior written consent of the Association. If such consent is given, the UO shall provide the Association with an additional key for use by the Association pursuant to its rights to access the Units.

1.04 Winter Heating. Whether occupied or vacant, all Units shall be heated to at least 60° Fahrenheit during the winter months.

1.05 Nuisances. No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. All UOs at their own expense shall comply with all city, state and federal laws applicable to their Unit. Smoking is not allowed in any of the indoor common areas.

1.06 Storage. The Association shall not be liable for any loss or damage to property placed in any Unit or Limited Common Element. No materials, prohibited by law or local ordinance may be stored in any of these areas.

1.08 Commercial Units. Commercial UOs shall not use or permit the use of their Units in violation of any local ordinances or zoning restrictions.

1.09 Notifying Management. Unit owners are responsible for notifying management in writing of change in phone number, email, address, vehicle, or other contact information.

1.10 Smoke/CO Detectors. Unit owners are responsible for keeping smoke/CO detectors up to date and working in accordance with city ordinance.

## **Article II**

### APPEARANCE

The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements (except balconies) and shall maintain the same in good, clean and attractive order and repair. In addition, the Association shall be responsible for maintaining all Limited Common Elements (except balconies and rooftop patios) for snow removal from all sidewalks, driveways, private streets or alleys, walkways, parking areas, and the maintenance, repair and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways and common exterior entrances. When necessary, The Association shall be responsible for replacing any Common Elements and Limited Common Elements. (Declaration 6.04, a).

In addition,

2.01 Signs. No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association except for political signs and the US flag. (Declaration 7.08)

2.02 Protrusions. No awning, machines, air conditioning units, wiring for electrical or telephone installation or other similar protrusions shall be allowed on the exterior of the Condominium without the prior written consent of the Association.

2.03 Antennae. To the extent this restriction is permitted by applicable law, no exterior antennas, or windmills shall be erected on any Unit or on any Common Elements without the prior written approval of the Association.

2.04 Laundry. No laundry is to be hung on the decks, patios or in windows for any reason.

2.05 Packages. Packages are to be picked up promptly. The Association bears no responsibility for the security of packages.

2.06 Limited Common Elements. All decks and patios which are open to public view shall be kept in a neat and orderly condition. No personal property shall be stored thereon except hard-piped natural gas grills and patio and deck furniture. In accordance with NFPA guidelines 10.11.7: For other than one- and two-family dwellings, no hibachi, gas-fired grill, charcoal grill, or other similar devices used for cooking, heating, or any other purpose, shall be used or kindled on any balcony or under any overhanging portion or within 10 ft (3 m) of any structure. Hard-piped natural gas grills are allowable only on decks with provided gas fixtures. UOs may display holiday decorations and political signs during an election time.

2.07 Fifth and Sixth Floor Deck Units. Fifth and sixth floor UOs with decks included with their Units shall not allow debris to fall or be thrown from decks or permit excessive noise to emanate from their decks. Fifth and sixth floor UOs with decks included with their Units shall keep roof drains clear of any debris. All planters and plants kept on fifth and sixth floor Unit decks shall be kept in a neat and orderly condition. Hot tubs and trampolines or similar equipment are not allowed on decks.

2.08 Maintenance of Common Elements. UOs shall be prohibited from discarding any materials from the windows, balconies or doors of the Units and shall be prohibited from discarding any materials into the Common Elements.

2.09 Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All clippings, rocks or earth must be in containers (Declaration 7.08). All boxes must be broken down for recycling bins. For health reasons, garbage and refuse should be placed in leak proof trash bags and deposited in designated trash receptacles.

2.10 Landscaping. UOs may not plant any decorative plants, vegetables and shrubbery outside of their Unit without the prior written consent of the Association (Declaration 7.12)

### **Article III**

#### **USE RESTRICTIONS**

3.01 Animals. UOs shall be allowed to keep up to: (i) two (2) cats or one (1) dog per Unit; or (ii) one (1) dog and one (1) cat per Unit; or (iii) subject to a combined weight

limit of one hundred (100) pounds, two (2) dogs per unit. Animals shall be carried or kept on a leash at all times when not in the Units. In addition to cats and dogs, small animals that are kept in a cage or tank may also be permitted with Association approval. All animals shall not unreasonably disturb other Condominium residents and shall not be left unattended in any portion of the Common Elements. Kennels shall be kept inside their respective owner's Unit. UOs are responsible for the immediate clean-up of their animals regardless of the circumstances.

3.02 Damage to Common Elements. Damages to the Common Elements caused by a resident or visitors of a resident or an agent of a resident shall be the responsibility of the UO or the person causing such damage.

3.03 Maintenance of Unit. All UOs shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit which would adversely affect any portion of the Condominium. Each UO shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

3.04 Lease of Units. Each Unit (full unit, not a single room) may be rented by written lease, provided that:

(a) in the case of a Residential Unit, the term of any such lease shall not be less than six (6) months;

(b) in the case of a Residential Unit, the UOs have obtained written consent to lease from the Association to the proposed tenant and the terms of the proposed lease;

(c) in the case of a Residential Unit, the lease contains a statement obligating all tenants to abide by the Declaration, the Articles, the Bylaws and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and

(d) in the case of a Residential Unit, the lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

The Association may withhold approval of any lease of a Residential Unit upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of the Declaration, the Articles, the Bylaws and the Rules and

Regulations; the past failure of the tenant or its guests to abide by all provisions of the Declaration, the Articles, the Bylaws and the Rules and Regulations; and the past use by the tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance. During the term of any lease of a Unit, each UO of such Unit shall remain liable for the compliance of the Unit, such UO and all tenants of the Unit with all provisions of the Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. The Association requires that a copy of each lease of all or any part of a Unit be filed with the Association. The restrictions against leasing contained in this Section 7.07 shall not apply to leases of Commercial Units or leases of the Units to the Association. (from Declaration 7.07)

#### **Article IV**

##### **VEHICLE RESTRICTIONS**

4.01 Obstructions. Driveways shall not be used for any purpose other than the ingress and egress to and from Units.

4.02 Parking. UOs shall not be permitted to park a vehicle in any space other than their assigned space. UOs shall not park, nor shall they permit their families, guests, invitees, tenants, employees, or contractors to park upon or block access to the parking areas of other UOs. Improperly parked vehicles shall be subject to removal at vehicle owner's expense. UOs shall not leave their vehicles idling in any garages.

4.03 Service and Recreational Vehicles. Parking of service and recreational vehicles, including but not limited to trailers, boats, campers, or vans shall be prohibited unless such vehicles are kept in the UO's assigned parking area. These provisions shall not prohibit temporary parking of such vehicles for the purpose of loading and unloading. A temporary waiver of these prohibitions may be obtained at the discretion of the Association.

4.04 Vehicle Repairs. No vehicle maintenance or repairs shall be allowed anywhere on the property.

4.05 Bikes/Recreational Equipment. UOs shall keep bikes and other recreational equipment in their Unit and not stored in the Common Elements except bikes may be stored in those areas designated as bike storage areas on the floorplans and may be stored at the head of a unit owner's designated parking space.

4.06 Garage Door. The garage door to the underground parking area shall remain closed at all times except when in use for ingress or egress purposes.

4.07 Electric Vehicles. A “Plug-in electric vehicle” (PEV) is a generic term for a vehicle that runs at least partially on battery power and is recharged by plugging into the electrical grid. (\*Section 4.07 approved at 9/12/2022 BOD Meeting)

(a) PEV equipment may be installed only within the Unit Owner’s parking stall. Since electrical loads for the garage and parking ramp have a limited electrical capacity, an electrical service upgrade may be required to support the electrical load for personal use of common electric service, including use of service for vehicle charging. Such upgrades will require coordination of the electrical contractor and/or building engineer; all charges related to electrical upgrades required to accommodate a Unit Owner’s request for personal use of common electric service shall be assessed to the Unit of the requesting owner.

(b) Use of the common wall electric outlets for electric vehicle charging is prohibited.

(c) Prior to installing PEV equipment, the Unit Owner must submit an Architectural Review. Upon receipt of the completed request form, Management will assess the physical layout of the property and distances from parking areas of the requesting Unit Owner to electrical supply and evaluate the existing capacity and metering of electrical panels serving the parking area. If existing electrical capacity and metering is sufficient to accommodate the request, Management will issue written approval to allow installation of the required equipment. If capacity is found insufficient, modifications must be made by the Association to the electrical panels or components prior to authorization being issued, and the cost of such modifications shall be the sole responsibility of the requesting Unit Owner.

(d) All equipment and cords, including extension cords, if permitted, must remain completely within the garage stall of the requesting Unit Owner.

(e) Approved Unit Owners shall, upon request of Management, remove all charging equipment or other personal property to facilitate maintenance, repair or replacement of any portion of the garage and/or parking ramp, such as garage cleaning/sweeping, restriping, etc.

## **Article V**

### **MOVE INSTRUCTIONS**

5.01 Notice. The Barracuda Condominium requires all residents to notify management (or BOD) of expected move date/times at least 7 days in advance of any move in/out.

5.02 Fee. The Barracuda Condominium Association requires a \$100 move-in and a \$100 move-out fee.

5.03 Security Deposit. A Security deposit of \$500 must be paid 14 days prior to the scheduled move-in/-out date. Security deposit will be returned within 21 days after move-in/-out date. Actual costs to install and remove elevator pads along with any damages caused during moving will be charged to the security deposit. Any damage amounts in excess of \$500 will be reviewed for assessment by the management company (or BOD). Outgoing owners are responsible for providing a forwarding address. Should one not be provided, correspondence will be sent to the last known address.

5.04 Parking. The City of Madison requires moving vehicles be parked on Henry street and moving be done through the front lobby.

5.05 Elevators. Elevators will be padded to prevent damage. Elevators cannot be locked off by movers or unit owners during the moving process. Barracuda Condos does not have a service elevator. Elevators will need to be shared with other residents.

5.06 Unit Sale Transfer Fee. As part of the process of selling a unit, the UO will share a list of buyer's requested disclosure documents with the property management company (or Board if no management company is currently in place) informing them of the requested documentation. The Seller will also provide a Transfer fee of \$150 payable to the association for providing the documentation. The property management company will provide the requested documentation to the Seller or Seller's Realtor, including recommended language in response to document requests considered legally unreasonable.

## **Article VI**

### **VIOLATIONS**

6.01 Authority. In addition to all other remedies available to the Association or to other UOs under the Declaration, the Bylaws or applicable law, the Association shall have the right, following delivery of notice of violation and expiration of any cure period required under the Declaration, to impose against any UO in violation of the Declaration, the Bylaws or these Rules and Regulations, a fine as outlined below. Proof of violation must be given to the Board to warrant a fine. Fines are to be paid immediately to the Association. Any fine not paid within ten (10) days after billing by the Association shall accrue a late charge in the amount of \$25.00 for every month the fine is not paid. The

Association shall have the right, following imposition of any fine, to collect the same as a Special Assessment against the UO's Unit.

#### 6.02 Violation Fines.

1. *Actions by the Association:* The Association or the managing agent at the direction of the Association, reserves the right to pursue any and all legal remedies to compel enforcement of the Declarations, Bylaws and these Rules. Any and all reasonable costs and expenses incurred in enforcing such remedy, including but not limited to reasonable attorney's fees, shall be assessed to the account of the offending UO at the time they are incurred.
2. *Action Resulting in Fine to the Association:* If any act or failure to act by a UO or resident results in the Association becoming subject to a fine or penalty or having to defend itself with respect to such charge or charges, the UO shall be responsible to the Association for any fines or penalties and for the reasonable costs and expenses, including but not limited to reasonable attorney's fees, incurred in defending the Association.
3. *Sanctions for All Other Violations Not Previously Stated:* Violations of any of the above Rules shall be subject to fines at the discretion of the BOD. Each day is a separate offense/fine and may result in an additional and escalating fine(s). Fines will be made according to the severity and history of such violations. This may include, but not be limited to, fines assessed to the UO; suspension of the voting rights of the UO, at the sole discretion of the BOD; filing a lien against the property for nonpayment of liquidated damages; or legal action against the UO. In the event of the filing of a lien, all costs relating to same shall be at the expense of the UO. If other legal action needs to be taken by the Association against the UO, the UO shall be responsible to the Association for any fines or penalties and for the reasonable costs and expenses, including but not limited to reasonable attorney's fees, incurred by the Association in such action.
  1. *Schedule of Sanctions:* Unless otherwise stated in these Rules, fines may be levied as follows. This is provided only as a general guideline and is subject to the discretion and judgment of the BOD: First offense: Written warning and/or \$25 Second offense: \$50 Third offense: \$100
  2. *Subsequent offenses:* Amount to be determined by BOD
4. *Paying Sanctions:* All liquidated damages and/or fines are to be paid within fifteen (15) days of UO/occupant notification. Any damages and/or fines not paid when due shall be deemed delinquent and late penalties will be assessed.

#### 6.03 Compliance and Enforcement.

1. *Notify Violator*: Each Owner and resident shall make a special effort to foster good relations among residents. The UO will be notified of the violation through a courtesy letter to make him/her aware of the violation, with a request that the violation be corrected within 14 days.
2. *Fine Notification*: If the violation continues the UO will be sent notice of the assessment of a fine. This notice will also contain the nature of the alleged violation and the required corrective action. Correction is required within 14 days.
3. *Appeals*: A resident or owner may appeal any enforcement action employed by the BOD, including fines, but not including arrearages of assessments, by writing a letter to the President of the Board stating the reason for the appeal. This written appeal must be received by the President (or managing agent) within 14 days of the notice of the fine. The Board shall review the validity of enforcement and the remedy.
4. *Grievance Committee*: A resident or owner may request their appeal be heard by a grievance committee. This may be requested instead of a BOD appeal decision or after a BOD decision has been reached. This request must be made in writing to the President of the Board (or managing agent) within 14 days of the violation or 14 days after the BOD appeals decision if one was requested. The grievance committee will be 3 members of the Association who are non-board members and non-interested parties to the violation. Complainant and Violator will be given the opportunity to appear before the grievance committee and provide statements and supporting evidence. Action taken by the BOD will also be disclosed to the committee. The grievance committee will reach a decision by majority vote. The decision of the grievance committee is final and non-appealable.

## **Article VII**

### FINANCIAL RESPONSIBILITY

7.01 Payment. Owners are responsible for prompt payment of maintenance fees, assessments, costs, fines and other charges authorized by the Association for their Unit.

7.02 Delinquency. Any and all charges, fines or monetary items imposed (monthly late fee, maintenance charge, etc.) shall be considered delinquent if not paid in the following timeline:

- a) Monthly General Assessments: Due first of each month (Bylaws 9.03)
- b) Special Assessments: By due date (Declaration 6.07 c)
- c) Fines/Violations: 10 days
- d) All Other Charges: 10 days (Declaration 6.04 b)

\*Note that payments are applied first towards fees and interest, then towards overdue general assessment amounts and last to the current month's assessment.

7.03 Delinquency Policy. If payments are not received when due, these additional actions and charges will apply:

- a) After the 10th day, a late fee of \$50 will be assessed (\$50 for each month there is an outstanding balance.)
- b) After 30 days, interest charges at the rate as set by bylaws 9.05 will be added. After 60 days, a lien will be filed on the property.
- c) After 90 days, a small claims court case or foreclosure will be initiated.

Any bank fees related to a UO's payments (e.g. insufficient funds) will be charged to the UO, as will related legal fees and court fees.

## **Article VIII**

### **AMENDMENTS**

This document may be amended as provided in Section 6.01 (k) of the Bylaws.