

**ABBHEY VILLA**  
**CONDOMINIUM**

Fontana, Wisconsin

**Resident Handbook**  
**Association Rules and Regulations**

**April 2010**

## INTRODUCTION

The Resident Handbook and Association Rules and Regulations provide a framework to encourage security and an enjoyable and peaceful environment for all unit owners, guests and residents.

All unit owners, guests, invitees and their lessees are legally obligated to observe all the provisions of the Condominium Declaration and By Laws as well as Association Rules & Regulations. These rules govern the conduct and common courtesies of all unit owners and residents and any person on the property at the invitation or permission of any unit owner or resident.

Unit owners should retain their copy of the Declaration and By Laws obtained from the Seller at closing. (Additional copies of the Declaration and By Laws are available from the Management Agent for a fee.) All rules, restrictions, and covenants of the Condominium instruments are incorporated as part of these rules and are subject to the enforcement procedures set forth herein. Any violation of these Rules will result in appropriate action to be taken by the Board of Directors of the Abbey Villa Condominium Association in accordance with its powers and duties.

The Board of Directors is elected by unit owners to act on behalf of the collective interests of the Condominium Association. The Board authorizes the Management Company to provide services, maintenance and improvements for the buildings, land & property.

The Management Agent is contracted by the Condominium Association to provide management and administrative services as approved and authorized by the Board.

To the extent of any conflict between these rules and the terms of the Declaration and/or By Laws, the terms of the Declaration and/or By Laws shall control.

**IMPORTANT PHONE NUMBERS**

**Property Manager**

*Lakes Property Management LLC*  
910 Wells Street  
Lake Geneva, WI 53147

Tel: (262) 249-1922  
Fax: (262) 348-9887  
Email: [Info@LakesPropertyMgt.com](mailto:Info@LakesPropertyMgt.com)

Office Hours: Monday through Friday 8:00 a.m. – 5:00 p.m.

**Lakes: Emergency (After hours)**

Tel: 1-800-619-8608

**Utilities**

- Alliant Energy (Electric Company) .....(800) 862-6222
- WE Energies (Gas Company).....(800) 242-9137
- Charter Communications (TV Cable Company) .....(800) 581-0081
- Verizon (Telephone) .....(800) 483-6000
- Team Electronics (Wireless Fire & Low Temp. Monitoring Co.)....(847) 973-9832
- Nelson Pools (Our Large & Kidde Pools)..... (608) 758-4444

**Emergency .....911**

- Fontana Police Department.....(262) 275-2275
- Fontana Fire Department .....(262) 275-2131
- Water Safety Patrol.....(262) 248-4436
- (The Water Safety Patrol provides the Lifeguards at our pools)

# **ABBEY VILLA CONDOMINIUM**

## **Rules & Regulations**

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1. **ASSESSMENTS**

In order to accomplish the business-like operation of the property, Unit Owners are required to pay monthly assessments and other charges at the first of each month. Payments may be dropped off or mailed to the Management Agent. Monthly invoices are mailed out each month. Be sure to look for “additional information” relative to “current events or announcements” relative to our association on each invoice.

A late fee of \$50.00 per unit will be levied for each assessment or other charges due to the Association that are not paid in full by the 10<sup>th</sup> day of each month. Assessments must be postmarked or delivered to the Management Agent no later than the 10<sup>th</sup> day of the month. Late assessments include those caused by checks returned for any reason.

Unit Owners shall be levied a fee of interest at a rate of eighteen percent (18%) per annum if assessments are postmarked or delivered after 30 days from time due. Interest is retroactive to the due date and rounded to the nearest dollar.

The Condominium Declaration shall be put into effect if payments are 90 days past due. The Board may accelerate the maturity of the remainder of installments of common expenses due from such defaulting Unit Owner for the balance of the assessment year.

The Association shall charge a fee for each check returned for any reason. The charge will be the Association’s bank’s current rate for returned checks.

If a Unit Owner’s delinquency must be referred to the Association’s Attorney for collection, all legal fees and costs will be assessed back to the owner’s account.

Partial payments shall be credited first, towards any fines, penalties, fees, late charges, legal fees and expenses. Secondly, payments will be made against any past due balances from prior months and then finally to the current month. Any remaining outstanding balance is considered an unpaid assessment and late fees will be charged to the account per the rules above for each month in which there is an unpaid balance.

Unit Owners may not withhold assessments for any reason other than those permitted by law or ordinance.

2. **BARBECUE GRILLS / PORTABLE HEATERS / OUTDOOR FIRE PITS**

Gas or electric grills are permitted on the limited common area concrete balconies (upper units) and lower unit concrete patio-decks ONLY. Grills are prohibited for use on lower unit wood decks however; grills are permitted and can be used on the new replacement “Trex-Type” decks. You are required to have a fire extinguisher within a reasonable distance from the grill at all times. Make sure to regularly check the “charged” gage on your fire extinguisher so it is always fully functional. No charcoal grills or lighter fluid are allowed. Hot tubs (pool spas) are strictly prohibited.

Additional (spare) grill propane containers may be stored on concrete decks only. Liquid propane heaters, portable fireplaces or fire pits are prohibited and shall not be used or stored in the units and/or storage closet.

**3. BICYCLES, TOYS, ETC.**

Bicycles, wagons, toys, etc., can not be left unattended in the roadways at any time and shall not be left out on the grass/driveways/sidewalks overnight or in/on any other common elements.

No bicycles, scooters, roller blades, skate boards, etc. are allowed in the pool area or on the pool deck. Any items left behind will be stored for one week and then disposed of.

If you have bicycles, wagons, baby carriages, toys etc. they must be stored in your unit or storage closet. No personal items are allowed to be stored in the common area hallways or any common element.

**4. CABLE TELEVISION**

Cable television is provided to the units through Charter Communications at 800-581-0081. External antennas or satellite dishes are not permitted on any limited common element or common element including decks. If you would like additional Cable TV services (EX: pay per view, HBO, Showtime, Cinemax or High Def. TV etc.), contact Charter Communications and they can arrange to modify your account and invoice you each month for the difference in fees.

**5. COMPLAINTS AND GRIEVANCES**

“Renters” are to direct all complaints to the attention of their Unit Owner or rental agent. Any Unit Owner, Resident or guest observing an infraction of these rules, a violation of the Condominium Rules and Regulations and/or By-Laws or other unseemly action or conduct detrimental to the building should report such action in writing, a phone call (or email) to the Management Agent.

**6. CONSTRUCTION / REMODELING**

Any Unit Owner interested performing construction in their unit must follow the guidelines as set in the Declaration By-Laws and in these Rules & Regulations.

For purposes of this Rule, construction does not include repairs or improvements to, or replacements of existing finished walls, floors, ceilings, fixtures and cabinetry not affecting or part of the Limited and Common Elements property.

For the purposes of this Rule, construction includes:

- Changes to heating and air conditioning systems.
- Changes to plumbing systems (moving or relocating plumbing lines or fixtures.)
- Installation or changes to a fireplace
- Demolition and/or construction of interior walls
- Any project potentially affecting the structural integrity of the building
- Changes to life safety systems, utilities, etc.
- Changes to exhaust systems.
- Changes which impact on or changes to or affecting Limited and Common Elements including doors, windows, subfloors, common walls, roofs and decks.

Construction proposed by Unit Owners to be done within any Unit must be submitted to the Board for review and approval no less than fourteen (14) days in advance of the start of work. Such approval shall not be unreasonably withheld. Work will not be permitted to start, and will be stopped by the Association, if the following documents are not submitted to the Management Agent for review and approved in writing by the board prior to start of work:

- Plans or written work description in sufficient detail to clearly indicate the extent of construction. The Board may require plans that are prepared by an architect/engineer that is licensed in the State of Wisconsin.
- A list of General Contractor and all Subcontractors with contact names, addresses and normal, emergency and pager or cellular phone numbers.
- Standard form of Evidence of Insurance of the General Contractor and all Subcontractors listing the Unit Owners, the Association, It's Board of Directors, the Management Agent and their respective Officers, Directors, Employees and Agents as additionally named insured. AT a minimum, liability coverage must be in the industry standard amount of One Million Dollars (\$1,000,000.00) plus adequate workmen's compensation insurance.
- A Letter of Guarantee (see attached, noted as Addendum A) to the Association by the Unit Owners assuming responsibility for repair, including cleaning of any damage incurred to Common and/or Limited Common Element Property.

The Board may require any Unit Owner or Resident who performs construction in a Unit without prior Board permission to remove the addition, alteration or improvement and restore the Unit to its original condition at the Unit Owners expense. If the Unit Owner or Resident fails to do so, the Board may cause such work to be "undone" and charge the Unit Owners for it. With proper notice and a violation hearing, the Board may also assess daily fines against the Unit Owners until the violation has been corrected. Attorneys' fees incurred by the Association will also be charged.

All construction work must comply with all applicable building, health and safety codes. The Association's or Management Agent approval of any construction plans or actual work does not mean the work complies with applicable codes. Management Agent and the Associations consulting architect or engineer, if any, retains the right to inspect all construction or renovation work throughout its process and after work is finished for compliance purposes.

Construction is permitted between the hours of 8:00 a.m. and 4:30 p.m. on weekdays. No work is to be done on weekends and holidays. Work will be allowed on Saturdays only during the months of October 1<sup>st</sup> through May 15<sup>th</sup> between the hours of 10:00 a.m. and 4:00 p.m.

Unit owners are responsible for providing a spare set of keys to their workers and are solely responsible for the workers actions while on the Property. The Association is not responsible for monitoring the Unit Owner's worker(s) on site, unless the Association has entered into a contract with the Unit Owner.

Removal of construction debris, old appliances, old cabinets, discarded carpeting or flooring from their unit is the responsibility of the Unit Owners and Residents. Unit Owners will be charged for any extra cleaning of the common areas and for any additional scavenger expenses necessitated by such construction.

Any damage to the Association's common or limited common elements or to other Units in the building caused by any construction or renovation work being done shall be repaired at the expense of the Unit Owners causing the damage.

## **7. DISTURBANCES**

All Unit Owners and Residents have a right to the quiet and peaceful enjoyment of their units. Any sustained noise that can be heard in adjoining units will be considered a disturbance. The board retains the authority to fine the unit owner of the offended in unit as described below.

Unit Owners and residents who have a complaint are encouraged to contact the offending Unit Owners or Residents and advise him or her of the problem before filing a written complaint with the Management Agent. If you know the unit is being "rented", owners are to contact the property management company and file a formal complaint. A record of "complaints" will be recorded; the unit owner will be notified and will take appropriate action with the "renter" or their rental agent.

No noxious or offensive activity shall be carried on in any units or in the commons, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

Unit Owners and Residents are encouraged to call the police department in case of disturbances when the Management Office is closed or if potential health, safety and fire hazard exist.

Following notice and opportunity, Unit Owners will be fined no less than \$100.00 for each disturbance if they or Residents of their unit do not voluntarily correct this disturbance.

## **8. ENFORCEMENT OF RULES AND REGULATIONS**

- A. Any complaint which alleges a violation of the Act, the Declaration, By-Laws or Rules and Regulations must be made in writing (or email) to the Management Agent.
- B. When a Complaint is received by the Management Agent, the offending Unit Owners and his or her Tenants will be notified of the violation by the Management Agent.
- C. If any Unit Owner or Tenant charged with a violation either believes that no violation has occurred or that they have been wrongfully or unjustly charged, they are to contact the Management Office.
- D. Any Unit Owner charged with a fine shall pay all charges imposed. If these fines are not paid within 30 days, they will be added to the Owner's monthly assessment account in accordance with the Association Declaration and By-Laws.

**ASSESSMENT AND COLLECTIONS** Failure to make such payments will subject the Unit Owners to all legal or equitable remedies available to the Association necessary for the collection thereof.

## **9. INSURANCE**

Nothing shall be done or kept in any unit or in the Common or Limited Common Area which will increase the rate of insurance on the Association, without the prior consent of the Association. No Unit Owner shall permit anything to be done or kept in his unit or in the commons which will result in the cancellation or insurance on any unit or any part of the commons, or which would be in violation of any law or ordinance.

Each Unit Owner is responsible for obtaining insurance on the contents of their own unit. Each unit owner must have a minimum of 1 million dollars (\$1,000,000.00) Liability coverage. Contact your personal insurance agent for your specific needs. Owners are required to send a certificate of insurance indicating the minimum one Million dollar liability coverage to the management company annually.

Unit Owners must also ensure that hired contractors carry appropriate insurance for any work done on the Association's premises, including work done within individual units (see rules for construction in Section 6).

Mortgage lenders will often require proof that the Association has maintained its insurance coverage. This is accomplished by calling the management company. If

needed, the name and telephone number of the association's insurance agent can be acquired by contacting the Management Agent.

## **10. LEASING / SELLING**

A Unit Owner may sell their Unit without obtaining permission from the Board of Directors provided that it is done in compliance with the Condominium Declaration and By-Laws and the following rules:

- Prior to the sale of a unit, contact the Management Agent for a list of information that must be submitted prior to the sale of the unit.
- Unit Owners are allowed to rent their unit for thirty (30) consecutive days or more. The renting of a unit for a period of less than 30 days is strictly prohibited. And will result in a fine. All rentals must comply with the terms and conditions of the Abbey Villa Condo Association's "Rental Rules" policy.
- Assessments are the responsibility of the Unit Owners of record until the Management Agent receives the necessary information in the case of a long term (more than 30 days) rental agreement.
- Leases (for more than 30 days) of any one or more Units must be in writing and a copy of the lease shall be delivered by the Unit Owners to the Management Agent within fifteen (15) days after the lease is signed and prior to the occupancy by Lessee, whichever comes first. A signed affidavit must be provided to the Management Agent to assure that tenant has received a copy of the Abbey Villa Rules & Regulations.

Unit Owners of a leased Unit(s) are not relieved of any obligations under the Condominium Declaration and By-Laws or Rules and Regulations. In the event the Unit Owner or the Tenant does not adhere to the provisions of the Declaration or By-Laws and Rules and Regulations or the Wisconsin Condominium Property Act, the Board may file suit to evict the Tenant and/or exercise its other remedies.

## **11. LOCKS / KEYS / LOCKOUTS**

If the Unit Owners or Tenants (as listed on lease supplied to Management Agent) is locked out of their Unit and needs Management Agent to unlock the Unit during normal business hours (8:01 a.m. – 5:00 p.m.) there will be no charge from the Managing Agent. If this occurs during the hours of 5:01 p.m.-11:00 p.m., there will be a \$75.00 charge, and during the hours of 11:01 p.m.-8:00 a.m., the charge will be \$100.00. Owners are encouraged to keep a spare set of keys in your car or with a neighbor.

## 12. MAINTENANCE WITHIN UNITS

Unit Owners shall be responsible for proper maintenance of all mechanical equipment and appliances within and/or associated with their units, including but not limited to heating and air conditioning units, hot water tanks, appliances, circuit breakers, toilets, all plumbing fixtures, etc., if any.

## 13. NOTICES, SIGN, LEAFLETS AND ADVERTISING

Residents are prohibited from posting notices, signs or advertisements in the common areas or limited common areas of the building.

Signs may not be attached to the exterior of the building or placed in any window. This includes “for sale”, “for rent” or any other signs.

With the exception of newspaper deliveries, no residents or vendors are permitted to deliver commercial materials, flyers, menus, notices, etc. in any other part of the common elements, including under residents’ doors without Board approval. Distributing material to individual units is permitted only for official business of the Association or Management Agent.

## 14. PARKING

Each unit includes one parking spot. These spots are assigned and match your unit number/letter. Owner assigned spots are letters “A” thru “H”. Visitor parking are spots labeled with any letter ***other than*** “A” through “H”.

If you have a boat in the Abbey Marina, you may park in the Marina parking lot. Unit Owners can also purchase a Fontana municipal parking pass (for a nominal fee) at the Fontana Village Hall for additional discounted parking.

There shall be no outdoor overnight parking on the Property (this also includes grass areas) of trucks (other than passenger vans, sport utility vehicles, and personal pick-up trucks), trailers, truck cabs, boats or boat trailers, recreational vehicles or trailers, campers, snowmobile trailers, and similar vehicles or attachments/accessories.

## 15. POOL

Unit Owners with insure that they and their Residents, Tenants or Guests will follow the rules posted within the pool areas.

Unit owners, residents, tenants or their guests swim at their own risk when no lifeguard is on duty. Lifeguards are on duty weekends and holidays from 10:00am to 6:00pm. Lifeguards are provided by the Lake Geneva Water Safety Patrol.

No glass of any kind will be allowed in the pool or the pool area.

It is everyone's responsibility to clean up after himself or herself when leaving the pool area – including closing the umbrellas.

Young children must wear a swimming diaper while in the pool. State health codes require the closing and cleaning or treating of the pool if human waste enters the pool. Any cost incurred by this happening will be charge to the Unit Owners whose child, guest or tenant is involved. (i.e. the cost to treat, clean drain, and/or refill the pool).

No towels, swimsuits or other items maybe draped over the pool fence, condo unit's balcony or deck railings

The Water Safety Patrol Lifeguards and Management Agent reserve the right to restrict certain items from the pool or pool area. (Example: extra large oversize inflatable toys, loud music from Boom Box type systems etc.)

## **16. SECURITY SYSTEMS**

If you have an alarm system in your unit you must supply the Management Agent with any security codes which will be used for emergency purposes only.

In general:

Make sure you can identify who you are allowing to enter your premises.

Keep building entrance doors closed at all times. Do not prop any doors open. If you use the foot lock on the main building entrance when carrying in luggage or other items you are bringing into your unit, **make sure to go back and lift-up the door stop** so the security of the building will be restored.

Remember that all residents are responsible for unit security.

Report any suspicious activity to the Management Agent during business hours and to the Fontana Police after hours.

## **17. TRASH / RECYCLING**

All garbage must be tightly bagged and disposed of in the refuse containers provided by each building. Please do not leave garbage bags in our hallways, as such action creates a health issue and can attract insects and wildlife it the doors are left open.

Please place all cans, bottles, newspaper and cardboard into their appropriate recycling containers at the trash areas.

No hazardous or flammable materials should be deposited or placed in the trash areas.

Large items such as furniture or appliances etc. may not be placed in the trash area. Our association is charged "extra" for these types of garbage pickups. It is the Unit Owner's responsibility to schedule the pickup of large items and our Association is not responsible

for the cost of removal of such items. You can call the management agent for name and phone number of our trash pick-up service vendor to schedule this service.

## **18. UNIT ACCESS**

Representatives of the Board of Directors or the Management Agent shall be entitled to reasonable access to the individual units in connection with essential safety inspections, maintenance, repairs or replacements to common systems per the Condominium Declaration and By-Laws. In an emergency, the Management Agent will attempt to contact the Unit Owner. If the Unit Owner cannot be reached immediately, the representatives of the Board of Directors or the Management Agent shall enter the Unit without notice.

Unit Owners are required to leave a set of keys for their unit and provide the access code for any alarm system installed in the unit with the Management Agent in order for them to access the unit for the purposes specified in the item above. In event that keys and/or codes are not left with the Management Agent and emergency access to the unit is required, the Unit Owners shall be responsible for any damage which may occur as a result of the required entry by the Management Agent.

## **19. UNIT OWNERS RESPONSIBILITIES**

All Unit Owners and Residents should familiarize themselves with the Association Declaration, By-Laws, and these Rules & Regulations to fully understand their rights and responsibilities as members of the Abbey Villa Condominium Association. A failure to read these documents does not limit Unit Owners or the Residents liability.

If a Unit or the Common or Limited Common Elements are damaged as a result of the actions of a Unit Owner, Resident, their families, guests, other authorized visitor, contractor or the operation of the Unit, the Unit Owner shall be responsible for paying for all damages, maintenance, repairs and replacements as determined by the Board.

Unit Owners, Residents, their families or guests, and other authorized visitors all are subject to the governing documents of the Association, including these Rules & Regulations. Unit Owners shall be responsible for the actions of these parties and will be held accountable for their behavior, subject to the fine levying process described in these Rules.

## **20. WATER SHUTDOWNS**

Please turn the water off at your unit's water main when you are not going to be using the unit for a period longer than three (3) days. This is recommended for year-round and not exclusive only to the winter months. During the winter months, make sure also to turn your thermostat to a minimum of 60 degrees.

During the winter months, the utility door under the stairs will be unlocked with the buildings main water valve marked with a "tag" and painted "RED" so it's easily

recognized. . If you have a water pipe break in your unit, you will be able to shut down the main water feed to the entire building quickly to minimize water damage. It would be good for you to familiarize yourself with the valve location when you have time so you are prepared in the event an unfortunate “water break” does occur.

Due to the extended periods of time your unit is not used, it is recommended to replace your hot water tank before its 10 year anniversary. Always install a water “tray” under your hot water tank with piping/hose leading to the main floor drain. It is also good practice to replace the water lines of your washing machine every 6-7 years as the rubber becomes hardened over time due to lack of regular use. When replacing the washing machine hoses, its suggested to purchase the metal reinforced hoses which bring additional protection against breakage.

## **22. Pets**

Dogs, cats or pets of any type are not allowed at the Abbey Villas. No guest, owner, invitee, lessee, tenant or renter shall bring any animal or pet whatsoever upon condominium property. Failure to follow this rule will result in a fine to the owner.

**ABBHEY VILLA CONDOMINIUM ASSOCIATION**  
**Addendum "A"**  
**Construction Authorization and Letter of Guarantee**

ABBHEY VILLA CONDOMINIUM ASSOCIATION  
C/o Lakes Property Management  
910 Wells Street  
Lake Geneva, Wisconsin 53147

Phone: (262) 249-1922      Fax: (262) 348-9887

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE:   UNIT \_\_\_\_\_  
      Abbey Villa Condominiums

I/we seek the authorization of the Abbey Villa Condominium Association to conduct the following construction activities in the above Unit (Briefly describe the proposed project and attached the documents/paperwork from your contractor):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In consideration of the approval of the Abbey Villa Condominium Association to conduct construction activities within my Unit, as specified in the guidelines as set in the Declaration,

