

# **STANDING RULES**

## **Nakoma Terrace Condominium Association**

### **1. Applicability to All Residents.**

1. All rules and regulations shall apply to and shall be complied with by all Unit Owners, residents within Units, and their guests, families, invitees, and tenants.

### **2. Meeting Rules.**

1. Discussion is limited to 3 minutes per person. After everyone who wants to speak has done so, a second 3 minutes is allotted to those who have spoken who wish to speak again. At that point, if someone feels that more discussion time is needed, that person can make a motion to allow another 3 minutes. If no one seconds the motion, a vote is conducted regarding the initial motion and the motion stands or fails accordingly. If someone seconds the motion to allow extra time, then, a vote is conducted to determine if the extra 3 minutes will be allowed. If yes, discussion is continued, again for the 3 minutes, then a final vote is conducted regarding the initial motion. If no, then no further discussion is allowed and a final vote is conducted regarding the initial motion. (This rule added as a result of Owners Meeting vote on 4-22-2025.)

### **3. Financial Matters.**

#### **1. HOA Fees.**

1. The HOA (Home Owners Association) fee is the total monthly amount paid by each owner and is comprised of the a) water/sewer

payment, (b) the Common Area electric payment, (c) the Reserve Account fee, and (d) the annual assessment fee.

2. Each month's HOA payment shall be received by the collections Officer by the 1<sup>st</sup> day of that month.
3. Payment is payable by check to Nakoma Terrace Condominium Association.
4. Checks are to be delivered to the Officer designated for collections or, if mailed, sent to the Nakoma Terrace Condominium Association at 4310 Nakoma Rd. Madison, WI 53711 so as to be received by the collections Officer by the first day of the month.

## **2. Savings**

1. Decisions to deposit or withdraw from the NTCA savings account is a result of a Board of Directors' vote unless otherwise indicated in the Bylaws.

## **3. Reserve Account.**

1. The Reserve Account will fund planned capital expenses exceeding \$1,000.00.

## **4. Utilities.**

## **1. Water/Sewer**

1. An average cost per month is calculated based on previous usage and assessed as a portion of the monthly HOA Fee.
2. Water/Sewer fees are calculated per person.
3. The average cost per month is to be re-evaluated on an annual basis at the time the next year's budget is created.

## **2. MG&E**

1. A budgeted amount set up by MG&E is assessed as a portion of the monthly HOA Fee. MG&E recalculates every 6 months.

## **5. Late Payments**

1. Late fees will be 2% of the assessed amount charged daily beginning the 7th day past the due date until the assessment, plus late fees, are paid.

## **4. Maintenance Matters.**

### **1. Snow Removal**

1. Snow removal services are provided per Bylaws Article 11.02 (2).
2. Snow removal services shall be employed to remove snow from a) the sidewalks leading to the front doors of the buildings, b) from the driveway and parking lot, and, c) from around any vehicles parked in parking spots marked 4310-2 and 4314-1.
3. Owners of vehicles parked in the parking spaces marked 4310-2 and 4314-1 are responsible for clearing snow off their vehicles.
4. Owners of vehicles parked in front of garage doors, or in the space marked 4310-2/4314-1 (visitor space for 4310-2 and 4314-1), shall move said vehicles to the street before the snow plow arrives.

## **2. Subcontractors.**

1. If a subcontractor is to be hired, a minimum of three bids will be received before the Board of Directors makes a decision regarding their choice of subcontractor.
2. If having the work done has 1) not been voted on by a majority at an Owner's meeting, 2) will cost over the amount the Board of Directors has authority to spend on behalf of the Association per the Bylaws, and 3) can be safely delayed until an Owners meeting, a vote will be taken at said next Owner's meeting on whether to approve the work, or consider other options.
3. If a subcontractor is to be hired, the subcontractor will carry general liability and workman's compensation insurances as required by law, unless permitted by the Board of Directors.

## **5. Window Coverings**

1. No unconventional material shall be used for window coverings (sheets, towels, paper, etc.).

## **6. Protrusions.**

1. No awnings, machines, air conditioning units, wiring for electrical or telephone installation, antennae or other similar protrusions shall be allowed on the exterior of the Condominium without the prior written consent of the Association.
2. The United States flag may be tastefully displayed from inside any unit.
  1. No other signs or flags are permitted to be displayed outside of any Unit with the exception of "Unit For Sale" signs which must be pre-approved by the Board.
3. Only signs that support or oppose a candidate for public office or a referendum question may be displayed from inside of any unit.
4. Political signs must be removed 15 days after the related election.
5. Displayed signs or flags shall not be larger than 18 inches by 24 inches.

## **7. Employees.**

1. No Owner may request or utilize an Association employee or subcontractor for their own private business while that person is performing service for the Association.

## **8. Smoking.**

1. No smoking of any kind is permitted within the Common Areas, both General and Limited, nor within 25 feet of a Unit's window(s). Cigarette butts or any other smoking debris is to be immediately removed from the grounds and disposed of properly.

## **9. Pets.**

1. Pets are limited as follows (unless approved by the Board of Directors):
  1. No more than 2 cats.
  2. No more than 2 caged birds.
  3. Fish.
  4. No more than 2 small caged rodents or reptiles.
2. Support Animals for those with physical and/or emotional disabilities are allowed as set forth in Wis. Stat. 106.50
3. No pets or support animals are allowed that cause any noise or odor disturbance.
4. Pets and/or their cages are not allowed in the Common Areas.
5. All pet detritus is to be disposed of in tied doubled plastic bags and disposed of in outdoor garbage bins.

#### **10. Parking, Parking Lot, Garages.**

1. Visitors to the Units having garages are to park directly in front of that Unit's garage.
2. Visitors to the Units NOT having garages are to park in the space marked 4310-2, 4314-1. No other visitors or owners are authorized to park in the space marked 4310-2, 4314-1.
3. If the visitor spaces are occupied, then anyone else wishing to park must park on the street.
4. While loading or unloading, vehicles may park near the building entrance they wish to use.
5. No vehicle is allowed to be parked in such a manner so as to impede or prevent access to any parking space.
6. No major repairs of motor vehicles shall be allowed on any common area of the Condominiums.
7. No motor vehicle which is inoperative shall be allowed to remain in a common area for more than seventy-two (72) hours.
8. Outside garage doors shall remain closed at all times except when in use for ingress or egress purposes, or if Owner is outside within the immediate area.

#### **11. Picnic Area.**

1. A deck and picnic table are available for the use of all Owners and their guests and is located on the far side of building 4314. Any equipment in the picnic area belonging to another Unit Owner (i.e. grill, seating, etc.) is available for all Owners and their guests to use.

#### **12. Plantings.**

1. The planting of bushes, trees, perennials, vegetables, or annuals is not permitted unless authorized by the Board of Directors.

#### **13. Garbage.**

1. Rolling garbage bins are available outside each building next to the first garage doors.
2. One Limited Common Area trash receptacle is allowed in each basement for use in the laundry areas. No food, soiled food containers, liquids, chemicals, or pet detritus or any odor producing trash is permitted in the indoor trash receptacle.
3. Tan rolling garbage bins are for regular trash. Trash is to be contained and tied in plastic bags before depositing into the bin.
4. Green rolling garbage bins are for recyclable trash.



5. Refer to the Pickup Schedules posted in each building.
6. Landscape debris is picked up on a limited schedule. Refer to the Pickup Schedules posted in each building.
7. For disposal of any other items, please refer to the City of Madison Recyclopedia available at the City of Madison Streets Division Offices.

**14. Storage.**

1. No outdoor storage of personal belongings is permitted in the General Common Areas unless authorized by the Board of Directors.
2. The Association shall not be liable for any loss or damage to property placed in any Unit or Common Areas.
3. No materials prohibited by law or local ordinance may be stored in any of these areas.
4. Unit Owners shall keep bikes and other recreational equipment in their Unit and/or their assigned storage area and shall not store them in the Limited Common Areas unless agreed upon by 100% of the Owners in that building.

**15. Laundry.**

1. Laundry, dirty or clean, hanging, in baskets or in piles, is not to be left in the common area for more than one overnight.
2. Each unit has a shut-off valve for the gas line to the dryer. Each Unit Owner must provide a lock to be kept on that unit's valve when not in use.
3. The laundry facilities are for the sole use of the Owners, their guests or tenants.
4. Laundry in progress is not to be left in the washer or dryer beyond a reasonable amount of time for the convenience of other Owners wishing to use the facilities.

**16. Keys and Locks.**

1. The Association shall have the right to retain a passkey to each Unit at all times for emergency use.
2. No Unit Owner shall alter any lock or install a new lock on any door of the Condominium without the prior written consent of the Board of Directors.
3. If consent for an altered or new lock is given, the Unit Owner shall provide the Association with an additional key for emergency use.

**17. Winter Heating.**

1. All Unit thermostats shall be set no lower than 55 degrees during winter months. This is to prevent water pipe freezing.

## **18. Fines**

1. In the event of a violation of any Bylaw or Standing Rule, the Board of Directors shall have the right to impose fines according to the following guidelines.
  1. For the first offense of any particular violation in a given 12-month period, notification will be given, and the violation shall be corrected within 24 hours. If not corrected, it will be considered a second offense. If not corrected within 48 hours, it will be considered a third offense.
  2. For the second offense of the same particular violation in a given 12-month period there will be a \$50 fine.
  3. For the third or more offense of the same particular violation in a given 12-month period there will be a \$100 fine.
2. Fines are to be paid within 7 days to the Association.
3. Any fine not paid within 7 days after billing by the Association shall accrue a late charge in the amount of 2% daily for every day the fine is not paid.
4. The Association shall have the right, following imposition of any fine, to file a lien against the Unit Owner after 30 days of non-payment.

## **19. Amendments**

1. These Standing Rules may be amended with a majority vote of the Owners.