

**ADMINISTRATIVE RULES AND REGULATIONS**  
**OF**  
**CASTLE CONDOMINIUMS**  
**2025**

## **ADMINISTRATIVE RULES AND REGULATIONS**

### **CASTLE CONDOMINIUMS**

The following rules and regulations relating to the use of the Common Elements, Limited Common Elements, and Units of the Condominium are intended to enhance the general enjoyment of life at the Castle Condominium (Condominium). These rules supplement the provisions of Wisconsin law, City of Stoughton Ordinances, the Declaration of Condominium (Declaration) and the By-Laws (By-Laws) of the Castle Condominiums Unit Owners Association (Association); all of which also regulate the use and enjoyment of the Condominium. They are designed to give Unit Owners the greatest degree of personal freedom consistent with the rights of other Unit Owners. The rules set forth below are adopted and may be amended by the Board of Directors of the Association (Board). If any rules or regulations in this document conflict with either the Declaration or the By-Laws, the terms in the Declaration or By-Laws are the final determinator.

#### **ARTICLE I GENERAL**

1.01 Applicability to All Residents. All rules and regulations shall apply to and shall be complied with by all Unit Owners, residents, their guests, and individuals hired by them as tradesman or assistants.

1.02 Definitions. All capitalized terms not defined herein shall have the definitions assigned to such terms by the Declaration.

#### **ARTICLE II APPEARANCE**

2.01 Signs. No sign of any kind shall be displayed in public view on the outside of any Unit. The Association will maintain one 'For Sale' sign in the front of the property. Unit Owners will be permitted to hang their sign rider below the Association's outdoor sign.

2.02 Hanging of Garments and Window Coverings. The hanging of garments from the windows, patios, decks, balconies, or any facades of the Condominium is prohibited. No sheets or blankets shall be used for window coverings.

2.03 Protrusions. No awnings, machines, hot tubs, air conditioning units, wiring for electrical or telephone installation, or other similar protrusions shall be allowed on the exterior of the Condominium Units or upon any of the Limited Common Elements.

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

2.05 Limited Common Elements. All stoops, patios, decks, and balconies which are open to public view shall be kept in a neat and orderly condition. No personal property shall be stored thereon except for standard outdoor patio furniture.

- a) With respect to all patios, decks, or balconies; if consideration is being given to adding any such structure to a Unit, the addition and design of the structure must first be approved by the Association. All patios, decks, and balconies shall be stained as approved by the Association.

- b) Any screening on patios, decks, or balconies must be approved by the Board. Per direction of the Fire Department, screening that does not allow full view of the structure is not allowed. All patios, decks, balconies, and any approved screening are a Limited Common Element under the terms of the Declaration but shall be maintained by the Unit Owners.
- c) Unit Owners shall not put any plants or watering pans on the patios, decks, or balconies which would cause the structure to rot underneath the pan or to drip onto the structure below.
- d) There is not a single-item weight limit, but rather a TOTAL 50 lb. weight limit for the combination of all the items on each patio, deck, or balcony.
- e) Per fire code, other than a flat doormat, no items are to be left in the hallways. That includes such things as shoes, carts, decorations that stand on the floor, or any other items left outside a Unit's door. Decorations may be hung on Unit doors as long as the unit number is not covered.

2.06 Communications Equipment. (Note: The Declaration may contain additional restrictions concerning the subject matter of this rule.)

- a) No individual antennas, satellite dishes, or similar devices (Communication Equipment) shall be attached to the Building, any Unit, or installed on the Common Elements or Limited Common Elements.
- b) Any damage to the building caused by the illegal installation of any Communication Equipment shall be repaired by the Association at the cost of the Unit Owner who caused the damage.

2.07 Bird Feeders. To ensure the cleanliness of the patios, decks, and balconies any and all bird feeders are prohibited. Droppings are both unsightly and unsanitary. Seeds falling from the feeders attract rodents and other wildlife to the property.

2.08 Fences. No fences shall be permitted unless such fences are approved by the Board. All permitted fences must be made of wood or sturdy vinyl and shall first be approved in terms of design and location by the Board. Fences shall not be permitted as a means of enclosure of Common Areas or Limited Common Areas. Any fences which are permitted in writing by the Board shall be maintained by the Unit Owner requesting the fence.

2.09 Outbuildings. No outbuilding or accessory building of any nature shall be erected or permitted in the Common Areas or Limited Common Areas.

2.10 Wind-Powered/Solar Electric Generators. No wind-powered or solar electric generator shall be placed or maintained upon any portion of Condominium property. This includes or in or on any Unit.

2.11 Lighting. Exterior lighting installed on any Unit must first be approved by the Board and shall either be indirect or of such controlled focus and intensity that such lighting will not disturb other Unit Owners.

2.12 Mailboxes. To guarantee a uniform design mailboxes serving each Unit shall be provided by the Association. Maintenance and replacement of the mailboxes shall be undertaken by the Association.

2.13 Vehicle and/or Equipment Storage. No inoperable, dilapidated, or junk vehicles of any nature may be kept on Association grounds. The outdoor storage of boats, trailers, onsite mini storage containers or storage PODS, travel trailers, campers, motorcycles, recreational vehicles, automobiles, or trucks (collectively, without limitation by reason of enumeration “Equipment”) of any nature is prohibited whether or not screened from public view. No Equipment shall be parked or stored on lawns. The temporary storage of vehicles in a driveway or parking area for the purpose of loading or unloading for a period not to exceed twelve (12) hours is permitted. No commercial vehicles, including trucks, semi-trailers, trailers, or vans may be stored or parked overnight in the garage nor in either front or back parking lots.

2.14 Parking. Outside front parking spaces are intended for the use of guests of the Unit Owners. Residents may not use these parking spaces even for the short term. Parking options are provided for permitted resident vehicles in the resident lot at the rear of the building, as well as in the parking garage beneath the building. Street parking is also available in the surrounding area.

2.15 Vehicles parked in outside lots must be moved every 24 hours during the snow season (which shall be defined as November 15 to April 15). A Unit Owner who does not move their vehicle may be charged for the cost of having that outside space cleared by the Association’s contractor. Handicapped parking spaces are subject to the same moving requirements as the regular parking spaces.

2.16 Underground Parking Spaces. The Association has a limited number of underground parking spaces available for rent. Contact management for details.

2.17 All resident vehicles parked on Association property must be registered with the Association and must have a Castle parking sticker properly displayed on the outside of the bottom corner of the driver’s side rear window. The sticker identifies the vehicle as being authorized to park in the owner’s assigned garage space or in the outdoor residents’ parking lot. Any vehicle parked on Association property without a properly displayed current sticker can be towed off the property at the owner’s expense. (Note: Vehicles belonging to those leasing from or doing business with the commercial units are not required to have a Castle parking sticker. Those vehicles are to park in the commercial parking lot.)

- a) Parking on Castle Condominium property is a shared and finite resource. Each licensed driver living at Castle Condominiums may register one vehicle, with a maximum of two vehicles per unit—i.e., a sticker each for any two licensed drivers living in a single Unit.
- b) All parking permits and garage rental parking spaces must be obtained from the Association through management.
- c) In addition to a Castle parking sticker, all motor vehicles must be operable and must properly display current license plates. Vehicles in rented garage spaces or parked in the outdoor lot must be moved at least every two weeks. In special situations, upon written request management may arrange for a vehicle to temporarily park for more than two weeks without moving.

- d) Initial parking permit application forms will be provided to a new Unit Owner at or before closing and must be returned to management within one week.
- e) If a resident replaces their already permitted vehicle they are to contact management to register the new vehicle and get a new parking permit sticker.
- f) Guests staying longer than 48 hours must display a Castle guest parking permit on their vehicle's dash and must park in a stall indicated as guest parking. The hosting Unit Owner can request a guest parking permit via [castleboard@castle-condos.com](mailto:castleboard@castle-condos.com). The guest parking permit is good for up to two weeks.
- g) Any vehicle in the parking garage or outside resident parking lot not displaying proper Castle parking permit identification is in violation and will be given a warning. A subsequent violation will result in a fine. Following the initial fine, subsequent fines will double and accumulate with each violation. Should fines accumulate Castle condominium documents state that a lien can be placed on the Unit Owner's Castle property. If violations continue the vehicle may be towed at the owner's expense. If the vehicle is not owned by a Castle resident, fines and towing procedures still apply.
- h) Vehicles parked in the outside lot must be moved every 24 hours during the snow season (which shall be defined as November 15 to April 15) each year. A vehicle owner who does not move their vehicle may be charged for the cost of having that outside space cleared by the Association's contractor.
- i) Only a vehicle displaying a registration plate, card, or emblem which designates it as being used by a disabled person may park in any Castle parking spot posted as reserved for such vehicles. Handicapped parking spaces are to be used for 24 hours only. These vehicles are also subject to the same snow removal moving requirements as those parked in regular parking spaces.
- j) The space near the front entrance of the building, which is posted for pick-ups and drop-offs is only to be used for up to fifteen to twenty minutes, keeping the space available for those needing assistance.
- k) Failure to abide by these rules will result in fines, and possible towing of the vehicle at owner's expense.

### **ARTICLE III: USE RESTRICTIONS**

3.01 Winter Heating. Whether occupied or vacant, all Units shall be heated to at least 55° Fahrenheit during the winter months.

3.02 Animals. For the purposes of keeping pets, the term "Unit" shall include the interior of a Unit as well as patios, decks, balconies, or other Limited Common Elements. Livestock (including rabbits, poultry, birds, and other animals), as well as less common pets (such as ferrets, lizards, and snakes) are not permitted in any Unit, or upon any Common Elements or Limited Common Elements, or any other part of the property. Pets, including dogs, cats, and other common household pets (not to exceed two (2) in number and not more than thirty-five (35) pounds in weight individually) may be kept by Unit Owners within each Unit Owner's respective Unit; but shall not be maintained for breeding purposes. Pets shall be carried or kept on a leash at all times when not in the owner's Unit and shall not be permitted to cause a nuisance or any unreasonable

disturbance. Pets shall not be left unattended in any portion of the Common Elements. Unit Owners are responsible for immediate clean-up of their pet's waste, regardless of the circumstances. Unit Owners are liable for any damage their pets may cause to the Common Elements and other property of the Association; or the property of other Unit Owners, Unit Owners' guests or invitees, including but not limited to carpeting, doors, walls, plantings, lawns, or personal items.

3.02.1 No breed of animal shall be permitted which would cause the insurance company holding the master policy to raise the rates or to cancel the insurance of the Association.

3.02.2 Visitors to a Unit are subject to these same pet rules, No exceptions will be made by the Board.

3.03 Damage to Common Elements. Damages to the Common Elements or Limited Common Elements caused by a resident or visitor of a resident or an agent of a resident shall be the responsibility of the Unit Owner and/or the person causing such damage.

3.04 Leasing of Units. The leasing of Units is strictly prohibited. All Units shall be occupied only by its respective Unit Owner, and their invitees and guests. Any Unit Owner leasing their unit to the same renter from 12-11-08 forward shall be permitted to lease the Unit to that same renter until the Unit is sold.

3.05 Maintenance of Unit. All Unit Owners shall promptly perform or shall have promptly performed by qualified craftspersons all maintenance and repair work within their own Unit which would adversely affect any portion of the property. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

3.06 Discarding of Refuse. The Common Elements, Limited Common Elements and Units shall not be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers, clean and out of site from general public view. No incineration shall be permitted. Equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, building materials, debris, leaves, lawn clippings, rocks, or earth shall be placed on any of the Common Elements or Limited Common Elements of the Condominium.

- a) Unit Owners are not to place any item or object in the trash area which does not fit into the receptacle and which will not be removed by the Association's trash and recycling vendor. The cost of removal of any such item shall be the responsibility of the offending Unit Owner.

3.07 Nuisances. No rude, abusive, or discourteous activity or behavior shall be carried on in or around any Unit; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; or which may have a detrimental effect on the value of other Units or the property as a whole. Unit Owners shall not generate any sounds which are audible outside of their Units nor shall they allow odors to unreasonably emanate from their Units. Lowered respectful voices should be used in hallways and other common areas.

3.08 Storage. The Association shall not be liable for any loss of or damage to personal property placed in any Unit, Limited Common Elements, or Common Elements. No materials prohibited by law or local ordinance may be stored in any of these areas. This particularly includes the garage. If the Association is fined by the City of Stoughton for materials improperly stored by a Unit Owner, the responsibility for payment of that fine shall be the Unit Owner or Unit Owners who stored that material improperly.

3.09 Utilization of parking spaces for storage in the parking garage. No parking space in the underground parking garage, either rented or owned, is to be utilized solely for the purpose of storage. The amount of space used for storage in the parking space is to be minimal. Per the Stoughton Fire Department Fire Code, no items may be stacked above the black line painted on the wall in the garage. For areas where this line is not present, it is six feet above the floor. In the event of a fire items stored above this line block the sprinkler system and prevent them from working to their full potential. In addition, all items stored in the parking space are to be neat and orderly. The items must not cause the vehicle parked in that space to protrude into the line of traffic. Among items prohibited from being stored in the garage area are:

- a) Flammable or hazardous materials. Some examples would include but are not limited to gasoline, oil, oil-soaked rags, or other flammable or hazardous liquids such as varnish, solvents, pesticides
- b) Propane tanks
- c) Items that are susceptible to rodents or pests. This includes but is not limited to mattresses, food of any kind including pet food or bird seed. Some items such as blankets or clothing may be stored if they are in a sealed plastic container
- d) Junk or debris
- e) Tires or tire rims
- f) Batteries of any kind
- g) Appliances of any kind

3.10 Sale of Unit. The Unit Owner must notify management or the Board when they put their Unit on the market for sale or when a private sale has been negotiated. At closing the selling Unit Owner will be charged a \$200.00 transfer fee by the Association and an administrative fee by management.

#### **ARTICLE IV ARCHITECTURAL RESTRICTIONS**

4.01 Architectural Changes. Unit Owners shall not make any changes to the architectural structure or floor plan of any Unit without the proper written consent as required under the Declaration. All structural changes altering the exterior boundaries of any Unit are prohibited. All materials and fixtures installed by the Unit Owner in connection with any changes described in this Section shall be new, of first-class quality, and fully paid for by the Unit Owner.

4.02 Costs for Architectural Changes. As a precondition to considering any request submitted by a Unit Owner under Section 4.01 above, the Association may require the Unit Owner to provide to the Board, at Unit Owner's expense, an expert study prepared by an architect or engineer showing the effect, if any, of the architectural changes upon the structure and systems of the building as a whole and within the Unit being considered for architectural changes. All such proposed work must be performed by licensed and insured professionals.

4.02.1 Approval of any architectural changes will be conditioned upon the Unit Owner providing proof that they are financially able to complete the project as proposed to the Board.

4.02.2 In implementing any architectural changes approved by the Association, the Unit Owner shall use all reasonable efforts to minimize disruption to other Unit Owners. All construction work shall be performed during normal business hours.

## **ARTICLE V AMENDMENTS**

5.01 Amendments. This document may be amended at any time by the Board of Directors of the Association (Board).

## **ARTICLE VI: VIOLATION OF THESE RULES**

6.01 Fines and Penalties. The Board will notify the Unit Owner of a rule violation in writing. This written notification will be the first warning and will state the date by which the violation must be cured. If there is a need for a second notification, this notification will also be made in writing and will carry a per day fine. Note that subsequent fines for the same violation double and accumulate with each occurrence. The Board has the full power and authority to collect these fines as they would the monthly assessments. The condominium documents state that accumulated fines can result in a lien being placed on the Unit Owner's Castle property.