



# Parkwood Village Rules & Regulations

For Condominium Residents



- ❖ Treat your neighbors as you want to be treated. Show them consideration in your enjoyment of living here as they should show consideration for you.
- ❖ Be an active member of your Association.
- ❖ Attend Monthly Board Meetings.
- ❖ Join a committee.
- ❖ Pick up after your animals.



- ❖ Play loud music in your home or car that will disturb your neighbors.
- ❖ Leave trash around outside.
- ❖ Park outside except in your allowed parking stall.
- ❖ Put up signs.
- ❖ Allow your pet to run free outside.

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## **Parkwood Village, a Condominium RULES AND REGULATIONS**

These Rules relating to the use of the Common Elements and Units of the Condominium are intended to enhance the overall enjoyment of life at the Condominium. They supplement the provisions of Wisconsin law, Madison ordinances, and the Parkwood Village Declaration and Bylaws, all of which regulate the use and enjoyment of the condominium. They are designed to give Owners the greatest degree of personal freedom consistent with the rights of others using the condominium. The rules set forth below may be amended by the Board of Directors of the Association. If you have suggestions for their improvement, let your Association know about them.

### **1. Sidewalks:**

- A. **Ingress & Egress Only** - The sidewalks must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.
- B. **Motorized Vehicle on Walkways** - No person may ride a moped, motor bicycle or any motorized vehicle with a top speed greater than 10 MPH with the power unit in operation upon any "walkway" located on PVHA property. A "walkway" shall be defined as any asphalt or concrete area which is less than six feet in width and is primarily intended for pedestrian travel. Any person violating this rule will be subject to violation enforcement per PVHA Policy. This includes an initial "Violation Warning" followed by "Violation Fines" of increasing amounts.

### **2. Trash in Public Areas:**

No Owner shall allow anything whatever to fall from the windows, balconies, or doors of the premises, nor shall an Owner sweep or throw from the premises any dirt or other substance upon the grounds. All parts of the condominium shall be kept in a clean and sanitary condition and no rubbish, refuse, or garbage allowed to accumulate, nor any fire hazard allowed to exist. No Owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property.

### **3. Nuisances:**

No Owner shall himself or allow his tenants, family, servants, employees, agents, visitors, or licensees, to do or permit anything that will interfere with the rights, comforts, or convenience of others. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of unreasonable annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

- A. Noise -- Excessive noise is not permitted. That includes loud music, whether outdoors or indoors. Excessive noise outdoors disturbs others using their patios or yards, and frequently finds its way indoors through open—or even closed—windows and doors.
  - 1. Loud music is a special problem. A high volume is bad enough, but not everyone has the same musical taste, either. Consideration for your neighbors means:
    - a. Placement. Because wallboard is such a poor insulator, it reverberates. Even when the sound does not seem excessive to you, adjoining walls may be transmitting the nearly undiminished sound to your neighbors. It can help if your TV and stereo speakers are moved away from adjoining walls in order, as far as possible, to keep them from vibrating in synch with your speakers.
    - b. Bass gain. Because bass sounds -- low on the scale and long in wavelength -- travel between units much more easily than high and mid-range sounds, please decrease the equalization on your bass range.
    - c. Volume. If the volume of your TV or stereo is set so that you can hear it comfortably in the same room -- but not throughout the unit -- the volume level will probably be comfortable for your neighbors, too.
    - d. Car audio. Driving at speed with the windows open, you need the volume high in order to hear your car audio. But when you turn into the condo complex, remember to turn down the volume --you'll still be able to hear it, and it won't disturb your neighbors.

**NOTE: The first complaint of excessive noise to the condominium management will be handled with a warning. The second complaint may involve a fine of \$50.00, the third a fine of \$100.00, and subsequent complaints a fine of \$150.00. If the offending unit is occupied by tenants, both the tenants and the owner will be notified. The Owner will be responsible for paying the fine.**

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#### **4. Pets and Animals:**

- A.** Owners of pets are required to adhere to the City of Madison Laws and General Ordinances specifically pertaining to pets. (See City Ordinances)
- B.** The number of pets allowed per household is two (2): one dog and one cat; two dogs; or, two cats. Each pet must properly display a current license and rabies tag at all times when outside of the living unit. This does not include pets that are caged or in tanks (i.e. gerbils, hamsters, goldfish, etc.) Exotic animals are not insurable and are not permitted.
- C.** Each pet must be insurable in accord with the Homeowner's insurance provider.
- D.** A list containing the number of pets, types, breeds, and names of each pet must be provided to Management and kept current as changes occur. This is especially important in an emergency situation to determine if all people and animals are counted.
- E.** Each year a copy of the veterinary report required to obtain a license for your pet(s) must be provided to Management to verify compliance with the law that all shots/immunizations are current.
- F.** All pets outside of the living unit must be licensed, leashed, and kept under control at all times by the handler. Under no circumstances shall a pet be allowed outdoors unleashed or unsupervised.
- G.** All pets must be housed in their respective Owner's home and may not be housed, kenneled, or in any way kept on the common elements or limited common elements unless accompanied by the Owner throughout the entire time.
- H.** Pet owners are responsible for cleaning and removal of any animal waste deposited on the common elements by their pets or the pets of any occupant or guest of his/her unit (*per City Ordinance 7.322*).
- I.** The Owner of a pet shall assume full responsibility for personal injuries or property damage caused by such pet and shall be responsible to defend, indemnify and hold harmless the Association, its Board of Directors, Management, and Owners and Occupants of the various units against loss, claim or liability of any kind or character arising from or growing out of any act of such pet, including reasonable attorneys' fees.
- J.** The Owner of any pet that causes excessive noise for unreasonable periods of time whether the Owner is or is not present shall be given a warning and may be fined in accordance with the Nuisance Rule (*See Rules and Regulations No. 3.*) Should subsequent incidents occur, some other measure must be taken that inhibits the noise or the pet must be removed from the community.
- K.** Service Animals are not considered pets but are defined by Federal Law under Section 504 of the Rehabilitation Act as auxiliary aids specially trained and utilized by individuals with physical disability and those with vision and hearing impairments. Companion animals are classified under the Americans With Disabilities Act, do not have specific training, but assist an individual in coping with a disability. They are treated for the purpose of these rules as service animals. (See Americans With Disabilities Act).
- L.** Dane County Public Health offers many animal services. They will respond to the following complaints: Aggressive animals, Animal bites, Animals in traffic causing safety hazards, Dogs in unauthorized park areas, Investigation of cruelty/neglect complaints, stray or running at large domestic animals. For more details you may visit their website at: <https://publichealthmdc.com/home-environment/get-help-with-animals-or-pests>.  
For a dog barking continuously for more than 15 minutes you can call the Madison Police Department at 608-266-427.

#### **5. Portable Storage Systems, Dumpsters, and All Other Vehicle Parking**

##### **A. Portable Storage Systems and Dumpsters**

Portable Storage Systems (i.e.: PODS, Portable On Demand Storage®, ABF U-Pack ReloCube®, Door to Door portable and self-storage containers, SMARTBOX storage pods and similar non-wheeled storage containers) cannot be placed in a parking space (or elsewhere on Association Property) without prior authorization from the Board. With authorization they may be on Association Property for a predetermined amount of time.

##### **B. Dumpsters**

Dumpsters (for individual unit owner's remodeling, moving, etc) likewise cannot be placed in a parking space (or elsewhere on Association Property) without prior authorization from the Board. With authorization they may be on Association Property for a predetermined amount of time.

- 1) No Homeowner, Tenant, or Guest shall interfere with the rights of other Homeowners and Tenants to use the parking spaces in their intended manner.
- 2) Failure to park as specified by the Board may result in the vehicle or trailer being towed and all costs and expenses of the towing may be charged to the Unit Owner.
- 3) If any person parks vehicles, storage containers or dumpsters in any area of the Association property, the vehicles, storage containers, or dumpsters and property therein is at the sole risk of such person, and not the responsibility of the Board or Association.
- 4) Failure to comply with this Policy will result in the Homeowner being assessed penalties of \$50.00 per day for each day the storage facility or dumpster remains on the property or until the violation is remedied.

## **C All Other Vehicle Parking**

1. Vehicles parked on Association property must display a current PVHA parking sticker at all times. Vehicle registration information must be kept current.
2. All vehicles must have a current license plate, current registration sticker and be operable.
3. Residents and guests may park only in designated parking spaces at all times. Consider parking in little used spaces when your vehicle will not be moved regularly.
4. No resident may park more than two vehicles on Association property, including guest vehicles that will be on the property longer than 72 hours. This limit does not include vehicles in the garage and does not count guest vehicles on the property for less than 72 hours.
5. The Association may request vehicles that are obviously inoperable, unlicensed or that have not been moved, to be moved and/or licensed within 72 hours.
6. All vehicles must be moved after a snowfall that requires plowing. If the lots and roadways are plowed prior to moving a vehicle, the vehicle must be moved to a plowed space or the street.
7. Any vehicle parked in a *firelane* (driveway) may be towed at the owner's expense. **Important:** Madison Municipal Codes prohibits *unattended parking* in driveways (firelanes) as these firelanes are intended to permit access to homes at all times by fire, police or other emergency equipment.
8. Parking personal vehicles in the common area driveways is allowed for up to fifteen (15) minutes ONLY for the purpose of loading and unloading or during an emergency. You are required to park within the single stall boundaries of your driveway.
9. Car washing and waxing as well as minor repairs may be done in a parking space as long as no damage occurs to the parking surfaces and the car is not left inoperable.
10. Costs for repairing damage to Association property caused by any motorized vehicle shall be assessed to the Owner.
11. Motorized vehicles may not be stored or parked in the limited common elements or patio areas.
12. Trailers, campers, recreational vehicles, boats, trailered canoes/kayaks/sailboats, etc.; motorcycles or other gasoline powered engines may be stored in the garage but not parked in the complex including your limited common area.
13. All household goods moving trucks or vans which are not actively loading or unloading, must be parked offsite.
14. Contractor vehicles not actively loading, unloading or working must be parked offsite at the end of each workday.
15. Observe the 5 MPH speed limit and turn down the volume on your radio when entering any driveway.
16. The Parking Rules apply to all residents, their families and guests. Vehicles parked in violation of these rules may be issued a *Parking Violation Notice (PVN)* during unscheduled, random walk-throughs. After receipt of the first (PVN), violators are subject to a penalty of \$20.00 per occurrence.

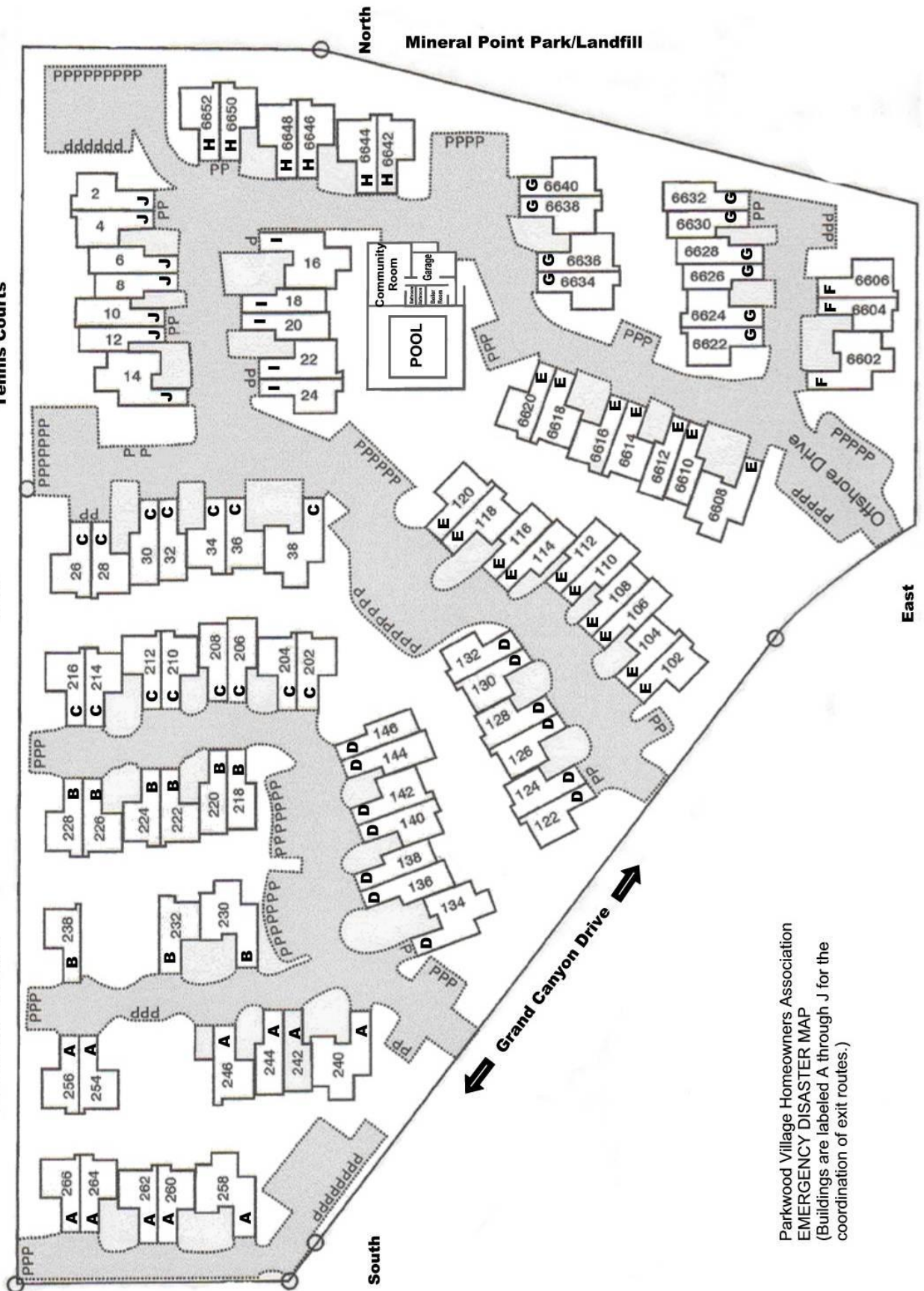
Jefferson Middle School

Memorial High School

West

Mansfield Stadium

Tennis Courts



Parkwood Village Homeowners Association  
EMERGENCY DISASTER MAP  
(Buildings are labeled A through J for the  
coordination of exit routes.)

## **RULES AND REGULATIONS**

### **6. Aerials, Satellite Dishes, Solatubes:**

No radio or television aerials, satellite dishes or solatubes shall be installed/erected on the roof or exterior walls of the building without written approval from the Board of Directors or Management. Any aerial, satellite dish or solatube installed/erected without written consent are liable to removal without notice.

### **7. Swimming Pool:**

Rules for use of the swimming pool shall be posted or distributed at the beginning of swimming season, subject to rights and obligations created by any Swimming Pool Agreement in effect at that time.

### **8. Signs:**

No sign, advertisement, notice, or other lettering shall be affixed to the common elements or displayed anywhere without the prior written consent of the Board.

### **9. No Awnings or Exterior Attachments:**

No awning or other projections shall be attached to the outside walls of the buildings, and no blinds, shades or screens shall be attached to or hung on the outside of any window or door of the premises without the prior written consent of the Board.

### **10. Leasing:**

Leasing of a unit by an Owner is restricted to not more than two (2) unrelated adults or a family unit not to exceed five (5) people. Owners are responsible for the actions of their tenants. See Rental Policy for details.



## Parkwood Village Homeowners Association, Inc.

### Rental Policy

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It is the intention of the Parkwood Village Homeowners Association that Units will be owner occupied. We recognize however that circumstances may require you to rent your Unit from time to time. Tenants are often good citizens of our community but there can be problems with tenants that negatively affect the quality of life for your neighbors at Parkwood Village.

This policy is intended to inform you of the steps that need to be taken prior to leasing, the process that will be used if there are problems with the tenants, and the fines that Owners can be charged for violation of this policy and problems with their tenants.

Furthermore, it is the recommendation of the PVHA Board of Directors that if you are going to be an absentee landlord (i.e. living out of the area so that you can't check on your Unit every sixty (60) days or so) that you hire a leasing and managing agent to handle the leasing of your Unit and the oversight of your tenants.

#### **Prior to Executing a Lease**

1. Check with the Management Company to verify that the maximum number of rentals allowed at Parkwood Village has not been exceeded. The maximum number of rentals allowed is nine (9) at any one time; but, this may vary under specific circumstances.
2. Once your intent to lease has been given to the Management Company and the clearance given, it is advised that you run a background check on your prospective tenant. A leasing agent can be very helpful with this step.
3. A copy of the lease, the background check results if performed, the \$250.00 rental fee, and the Acknowledgement Form must be forwarded to the Management Company. The lease must contain the following elements:
  - ☐ a. A copy of the PVHA Rules and Regulations, Parking Policy and Pool Policy signed by both the tenants and the landlord. A clause in the lease that acknowledges the prospective tenants will adhere to the rules, regulations and policies of Parkwood Village.
  - ☐ b. A clause that allows the landlord to terminate the lease with 30 days notice for violation of the rules or notification by the Board that the tenants, by their actions, are causing the neighbors at Parkwood Village to lose the right of quiet enjoyment.
  - ☐ c. A clause that states any living conditions unique to your unit. An example might be that you have a water spigot in your unit that is the shutoff for the whole building (and the tenants must not shut it off without prior notice to the Management Company) or a gas meter that must be read from time to time and therefore the tenant will need to allow access to their patio area.
  - ☐ d. Full contact information for the tenants must be included in the lease. That would include: Name, phone number(s) and e-mail addresses so that contact can be made with the tenants once they move into the unit.
4. Once the lease agreement is signed, a rental fee of \$250.00 must be paid by the Owner and a copy of the signed lease agreement must be forwarded to the Parkwood Village Homeowners Association. This fee is due at the beginning of every lease unless the same Tenant renews their lease.

### **Once the Tenant Moves In**

1. The Owner will notify the Management Company when the Tenants will be moving in so that the Property Manager can arrange to meet with the Tenants and welcome them to the community.
2. The Owner is responsible for paying the monthly condo dues.
3. During the summer, the Tenants will be permitted to use the pool provided that they abide by the pool rules. The Owner's pool key should be passed on to the Tenants. A replacement key will cost \$10.00.
4. The Tenants should be made aware of the parking rules and that they are allowed to park two cars on PVHA property. Both cars must display a PVHA parking sticker. Your parking stickers should be passed on to the Tenants. New stickers are available through Coal Morton, Inc. and cost \$5.00 each.

### **Procedure for Violation of the Rules**

1. If the Tenants violate the rules, we will give them a warning with a copy of the letter sent to the Owner. A second violation of the same rule will result in a \$25 fine; the third violation will result in a \$50 fine; and the fourth violation will result in a \$100 fine. The Owner will be held responsible.
2. A violation (or combination of violations) which reaches the level of 4 notifications will result in the Parkwood Village Homeowners Association notifying the Owner that the lease must be terminated and the tenants removed. Failure to remove the tenants within the proper scope of the City of Madison, WI Landlord-Tenant Law (5-day notice, 14-day notice, court, and eviction) will result in a \$25 per day fine to the Owner until the Tenants have vacated the Unit and PVHA property.

### **General Information**

If you have any questions please contact the Management Company, Coal Morton, Inc., at 608-249-2736.

Copies of the Parkwood Village Rules and Regulations and Pool Rules along with the Owner Acknowledgement Form will be provided at move-in.

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Coal Morton, Inc.  
2318 Superior St.  
Madison, WI 53704  
Phone: 608-249-2736  
Managing Agent for Parkwood Village Homeowners Association  
[www.parkwoodvillage.org](http://www.parkwoodvillage.org)





## Parkwood Village Homeowners Association

### Rental Waiting List Policy

Due in part to stricter guidelines by lending institutions, condominium Associations must restrict the number of rental units that can be allowed at any one time. A limited amount of additional units may be considered by the Board of Directors should a Homeowner fall under a "hardship" classification.

- A. Parkwood Village Homeowners Association allows (9) rentals.
- B. A two-year residency in the unit located at Parkwood Village Homeowners Association by the current Homeowner is required before the unit can be placed on the rental waiting list.
- C. Your condominium fees must be current at all times.
- D. Any Homeowner who is considering renting their condominium must first contact the management company to confirm the number of existing rentals.
- E. If the Association allowance number of nine has already been met, the Homeowner can be placed on a waiting list. Contact by management when an opening becomes available will be determined by the location of your name as it appears on the list.
- F. The following requirements will be adhered to:
  1. When a rental becomes available, the first person appearing on the list will be notified by management. If your condo fees are found to be in arrears at this time, you will be moved to the bottom of the list and the next person on the list will be given the same opportunity.
  2. The Homeowner will be given five (5) consecutive days to determine if their interest in renting the condominium is still present.
  3. At the end of the five days, a three (3) month time frame will be immediately established for the Homeowner to secure a Tenant while maintaining total compliance with the Rental Policy Guidelines.
    - Obtain an appropriate Tenant
    - Provide management with the following documents
      - Completed rental application from your prospective Tenant(s)
      - A copy of the background check if one was performed
      - A copy of the lease contract signed "only" by the Tenant(s) that incorporates approved verbiage as is stated in the PVHA Rental Policy
      - The signed Acknowledgement and Request for Approval Form
      - The required \$250.00 rental fee
  4. If the Homeowner is unable to rent the home within the three month period, that Homeowner's name will be removed from the current placement to the last placement on the waiting list. The next Homeowner on the list is then presented with an opportunity to secure a Tenant.
  5. In the event that no other Homeowner appears on the waiting list, you can immediately request approval of another three-month window in which to try again to rent your home.
- G. In the event a Homeowner lists their condominium for sale, it may be identified as a rental property ONLY if condo fees are current, the number of rentals is less than nine, there are no other Homeowners on the waiting list, and all rental procedures, as stated in the Rental Policy, have been observed. If these conditions are not met, the condominium may not be advertised for sale as rental property and the new Owner/Buyer must apply for a position on the rental waiting list as soon as they assume ownership of the condominium.

\*\* See reverse side for explanation of "hardship" classifications.

H. \*\* Hardship Classifications:

(It is mandatory that the Homeowner meets the two year residency requirement, is current in all fees at the time of the request, and is responsible for providing proof such as formal documentation that will support the hardship claim.)

- Moving more than 100 miles from your current home in Parkwood Village Homeowners Association.
- Moving out of state
- Death of a spouse
- Unable to take care of yourself and manage your affairs

# **Parkwood Village Homeowners Association**



## **Gardening, Landscaping Alterations Policy and Exterior Appurtenances**

1. Patio fences are the property of the Association. Owners may not make any alterations to any structure or fence without prior written authorization from the Board. Should alterations be made to the fence without authorization, owner shall take full responsibility of repairs or replacement of fence and be liable for costs.
2. Owners may plant annuals or perennials in existing planting beds within 4' of their unit in the front common area. The owner is responsible for the maintenance of all plants which they install. No planting bed may be expanded without approval from the Board of Directors.
3. To minimize damage due to snow plowing at the rear of the buildings, all plantings should be at least a minimum of 1' from the pavement. If you have gardens in the back of your unit by the garage and driveway, and you do not leave the 1', snow plowing operations are not responsible for damage. The snowplowing also applies to planting along sidewalks.
4. The following items are permitted within a unit owner's planting beds: bird feeders, lawn figures or ornamental art. Such items must be limited in quantity to a maximum of four items per side of unit and kept in good repair. No items may be placed on fences with top boards. (New fences will not have a top board.) Items must not block any views, obstruct driveways, sidewalks or any common area space
5. Any items planted outside of owner's planting bed, in the common area, without permission from the Association, can be removed without notice. The planting or removal of any tree or shrub requires the approval of the Board.
6. The installation and maintenance of any fixture, planting structure or ornamentation of any kind on the Common Area fences, gates, balconies or decks visible from the Common Area must be approved by the Board of Directors. For this purpose, anything shall be considered a fixture if it requires special electrical, plumbing or other utility connections or if it is affixed by nails, screws, bolts or similar means. Holiday lighting on fences is acceptable if small staples are used.
7. Trees, shrubs, vines, other plantings or umbrellas from a unit's private patio must not encroach on a neighboring unit's patio area. Owners are responsible for any damage caused by a tree, shrub or vine originating inside their patio area.
8. Vines must not be attached to any exterior building surfaces or common area fences.
9. The Association reserves the right to enter a patio area to correct any situation where plants, shrubbery, vines, trees, weeds, or other growth is overgrown, or is deemed a potential hazard. This will be effective fourteen (14) days after the owner has received a written notice and fails to correct the problem. Homeowner will be billed for service.



## **Parkwood Village Who is Responsible for What**

### **Association Responsibilities and Obligations:**

1. Accounting Services
2. Board of Directors elected by Owners to manage the Association in accordance with the Condominium Declaration and Bylaws
3. Common area utilities serving more than on Home
4. Caulking exterior around chimneys, doors, windows, vents
5. Common Faucets, exterior water
6. Fences – Repair, painting, replacement
7. Gutters/downspouts repair or replacement, cleaning
8. Insurance to cover common elements and liability
9. Lawn care – mowing, branch, and other pickup
10. Lighting in common elements
11. Light fixtures and bulbs at front entrance and overhead door
12. Mailboxes – Association installed
13. Maintenance of common elements
14. Exterior Pest control
15. Pool maintenance
16. Roofs – shingles and flashing
17. Siding repair and replacement
18. Signs (units, entrance, parking, etc.)
19. Shrub pruning in common areas
20. Snow removal from front steps, sidewalks, driveways, and parking areas
21. Trash pickup – weekly, Recycling pickup bi-weekly
22. Tree and shrub trimming
23. Water and sewer utilities

## Owner Responsibilities and Obligations:



1. Air conditioner, Furnace and ductwork
2. All interior cabinets, fixtures and appliances
3. Attend Annual or Special Meetings to vote on matters reserved to PVHA Unit Owners – Elect the Board, approve the budget
4. Cabinets
5. Caulking, all interior
6. Circuit breaker panel and all junction boxes
7. Damage to common elements by Owners, their guests, pets, or tenants
8. Doors – interior, exterior, overhead
9. All interior repair and maintenance from the drywall in.
10. Fireplace, if any
11. Floor coverings, all interior
12. Attic space and insulation
13. Insurance – Purchase Homeowners Coverage A Dwelling for all but the roof and siding – pages 2 and 3 of the Declaration, Section D, Items 1 through 2; and the exterior structure components (walls, roof, foundation) of your Unit – Page 7 of Declaration, Section 9, I, Insurance, Item 1, which are covered by the Association; and special perils coverage such as sewer back-up, flooding, etc. and the Association's \$5,000 deductible when the covered loss is contained within just one Unit.
14. Limited common area maintenance (area inside the fence except large tree maintenance)
15. Obtain Association Board of Directors approval for any modification that change the exterior appearance of the building.
16. Plumbing – that serves each unit
17. Note: Owners with utility sinks located on the wall between two units should call management when a clogged drain occurs.
18. Satellite dish, if any
19. Sewer back flow valve maintenance and sewer/drain pipes serving only one Unit
20. Windows – exterior and interior casings, skylights
21. Wiring – doorbell, electric, phones



## **Parkwood Village Homeowners Association, Inc.**

### **Collections Policy**

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Monthly condominium fees are due and payable by all PVHA Owners on or before the 1<sup>st</sup> of each month. The dues are considered late if not paid by midnight on the 10<sup>th</sup> of each month. A \$10.00 late fee will be assessed if the dues are not paid by the 10<sup>th</sup> of each month. An additional \$15.00 late fee will be charged if the dues still have not been paid by the end of each month. Owners will be notified when the management company shows that their dues are past due.

Once dues or special assessment fees are two months (60 days) past due, the management company for PVHA will file a Statement of Condominium Lien with the Dane County Clerk of Courts. The cost of filing the Lien plus a \$25.00 processing fee will be added to the Unit Owner's outstanding balance.

If dues continue to be in arrears, this Statement of Condominium Lien will be updated every two months (60 days) and the cost of filing the updated lien plus a \$25.00 processing fee will be added to the Unit Owner's outstanding balance.

Once the Owner's balance is six months past due (180 days), the management company for PVHA will file a small claims action and seek to obtain a judgment for the total past due balance plus the costs of filing the small claims action and a \$50.00 processing fee.

When the judgment has been awarded to PVHA by the small claims court, if the judgment amount plus court costs and costs of collection isn't paid within 15 days, it will be turned over for collection. This could include (but is not limited to) garnishment of wages, bank accounts, etc. The costs of pursuing the collection process will be added to the unit owner's balance that is collected.

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It is the intent of the Parkwood Village Homeowners Association that dues should be paid by each and every Owner, regardless of each individuals' situation. Therefore, Owners should be aware that the debt to PVHA is both a personal debt and a property debt. A personal debt can and will be pursued personally against the Owner until the debt is paid in full. It is also a debt which will become a lien against your property and collections will be pursued until the debt is paid in full.

Any Owner with a lien or liens filed against their unit will automatically have their voting rights suspended and will not be allowed to vote at any Meetings of the Parkwood Village Homeowners Association, this includes Annual Meetings and Special Owner's Meetings (per Section E, Part 2, Subpart b of the Parkwood Village Homeowners Associations Declaration and Section 2.07, Part c of the By-Laws). An Owners' voting rights will be reinstated once their account is paid in full and all liens have been released at the Dane County Courthouse.

Other amenities extended to Parkwood Village Homeowners which include but are not limited to use of the PVHA swimming pool, clubhouse, and recreational area will also be suspended until such time as the lien has been satisfied and the account has been paid in full.



## Parkwood Village Homeowners Association Pool Rules

### 2024 Pool Rules

(approved May 13, 2024)

1. Children under the age of 14 are prohibited from entering the pool or its surrounding area unless accompanied and supervised by a responsible individual aged 18 or older. The pool area encompasses the enclosed space within the fencing. Unaccompanied children will be asked to leave.
2. All persons using the pool do so at their own risk and sole responsibility. The Association does not assume responsibility for any accident or injury in connection with the use of the pool. The Association is not responsible for any loss or damage to personal property of any kind.
3. The swimming pool may be closed at any time at the discretion of the Board of Directors, the Management, and/or at the request of the Pool Committee for any length of time. This may be due to weather conditions, repairs, cleaning, discipline problems, or in case of any damage. In the event of an emergency, only a pool Chair, Co-chair, Board Member or Management has the authority to close the pool during operational hours. Unauthorized persons found within the locked fenced pool at anytime will be treated as a trespasser and the police will be called.
4. If you have lost your POOL KEY, it may be replaced for a \$10.00 fee. Additional replacement keys will be at a charge of \$50.00 per occurrence. Please contact Coal Morton, Inc. at 284-9676 if you need to replace a key. Only one key is allowed per household.
5. At no time, day or night, shall a resident cause excessive noise of any kind that may interfere with the comfort and enjoyment of condominium units near the pool & other residents at the pool.
6. No consumption of any food or drinks inside the pool gated area (with the exception of water bottles). Picnic tables are provided outside of the pool area for food or drink. Trash and refuse must be placed in the receptacles provided.
7. No profanity or inebriation will be tolerated. Individuals who are running, pushing, wrestling, throwing objects or taking part in other dangerous activities as well as individuals under the influence of excessive alcohol or illegal drugs will be required to leave the premises immediately and may incur fines/penalties for violations as shown below.
8. No pets allowed in pool area.
9. No diving in the pool.
10. The safety rope must remain in place at all times.
11. Do not swim if you have an infectious disease, open sores, cuts or bandages of any kind. Children in diapers must wear swim diapers or rubber pants while in the pool.
12. Shower before entering the pool and after use of toilet facilities. Sanitizing spray and paper towel will be available at the shower area.

13. PVHA residents who bring guests assume all responsibilities for their guests while on premises and using the pool and related areas. (i.e., common areas, swings, picnic tables). A residents must accompany and sign in all guests. Pool Guest Log-in Forms are be located on a small table at the pool entry gate.
14. The cost of any property damage will be charged to the Homeowner.
15. It is recommended that each unit limit the number of guests so as not to infringe on the enjoyment and use of the pool by other Homeowners. The pool has a maximum capacity of 72.
16. The pool will not open if the forecasted high temperature for the day is 68 or lower.
17. Pool hours are 9:00 a.m. until 9:00 p.m. Monday through Friday; and, 8:00 a.m. until 9:00 p.m. only on Saturday and Sunday. This additional morning hour from 8 a.m. to 9 a.m. is an open swim for adults only where you can swim, do laps, and such.
18. Toys, noodles and pool floaties are allowed, however due to limited capacity, oversized floats are strongly discouraged. Sharing is discouraged. All personal items and toys left at the end of the night will be discarded.
19. Homeowners are responsible for putting away umbrellas after use and self-sanitizing used areas.
20. There will be no swimming lessons or other parties. We encourage the use of the grassy area near the picnic tables for gathering.
21. These rules are in place for the benefit and well being of all PVHA homeowners and are subject to change. As this is a private non-monitored pool they rely heavily on homeowners for self-enforcement. If you witness someone violating these rules please notify Coal Morton at 284-9676.

**Any violation of the rules will be reported to the Board of Directors and disciplinary action may occur, including closure of the pool. Failure to comply with any of these rules shall be treated as follows:** The first violation of any rule as set forth on these pages shall result in a warning letter. The second violation will involve a penalty of \$50.00, the third a penalty of \$100.00, and subsequent violations a penalty of \$150.00. If tenants occupy the offending unit, both the tenants and the homeowner will be notified. The Homeowner will be responsible for paying any penalty assessed. Four or more violations can result in the revocation of your pool privileges.



## **Parkwood Village Homeowners Association (PVHA)**

### **Wellness Statement and Guidelines for Using PVHA's Amenities (Community Room and Pool)**

To all PVHA Homeowners and their guests (hereinafter Participants) who intend to use the Community Room or Pool.

With the lifting of most government orders and restrictions please be aware of and observe the following:

COVID-19, like all viruses, is transmissible and there are no known measures to completely insulate Participants from infection. PVHA cannot fully sanitize and ensure that all surfaces in the Community Room and Pool Area are germ-free and is not the guarantor of the Participant's health or safety while using these Amenities. All Participants who elect to use the community room or pool do so voluntarily and should understand that they are knowingly subjecting themselves to possible exposure to the COVID-19 virus and the consequences thereof.

For the health and safety of all Participants please observe the following guidelines based on current CDC recommendations:

- DO NOT enter or use the Pool if you have a cough, fever, or other symptoms of illness.
- Wash your hands frequently.
- Cover coughs and sneezes.
- Stay [up to date](#) with your COVID-19 vaccines.
- Wear a mask based on your personal preference and level of risk. If you are at risk for [severe illness](#), talk to your healthcare provider about wearing masks while indoors in public. In general, people do not need to wear masks when outdoors.

For more up to date information about self-testing and what to do if you become sick after attending a gathering, please visit the CDC website at [www.cdc.gov/coronavirus/2019-ncov/your-health/gatherings](https://www.cdc.gov/coronavirus/2019-ncov/your-health/gatherings)

*Failure to abide by all PVHA rules and guidelines regarding the Community Room and Pool may result in immediate removal from the Community Room/Pool and possible suspension of privileges to use the PVHA Amenities.*



Parkwood Village Homeowners Association  
**Community Room Policy**

Residents of PVHA are encouraged to use the Community Room for personal events such as meetings, birthdays, wedding/baby showers, family gatherings, and the like. **\*A \$50.00 deposit in the form of a check is required to reserve the room for an event and to obtain a key to access the room.** The deposit will be returned once the key has been turned in and an inspection of the room confirms that it was properly cleaned as required, no damage was sustained, and the room was left in good order.

**Effective as of March 9, 2025**, each unit will be entitled to two FREE usages of the room per year. After **the two free uses**, there will be a \$5.00 fee per usage of the room. This fee will be donated to the Neighbor to Neighbor Committee to help cover costs for PVHA events.

**\*The \$50 deposit is required to reserve the room including for the two free uses of the room.**

**There is a 30 person maximum allowance in the Community Room.**

- **Who May Reserve the Community Room**

**Only Residents in good standing with the Association may reserve the Community Room.** This means that all fees are current and there is no legal action pending against the condominium. Resident refers to Homeowners of the PVHA community and/or their Tenants who reside within the unit and whose name appears on the current rental agreement. Tenants must obtain authorization from the Owner of their unit; and, the Owner must contact Management via email to confirm they have given their authorization. The Resident sponsoring the event must be in attendance throughout the **entire** event as they are accountable for rules enforcement and for any damages incurred as the result of the event or their guests.



- **How to Reserve the Room**

**Reservations are required at least 48 hours prior to any event date to allow sufficient time to ready the room and secure a key holder.** If you have a specific date and time in mind, check the Community Calendar to confirm the date is available by going to: [www.parkwoodvillage.org](http://www.parkwoodvillage.org). If no Event appear in the date box, contact Management to schedule your event and make the necessary arrangements to obtain a key prior to the event.

- **Hours of Use**

The Community Room may be used between the hours of 8:00 AM and 9:00 PM. Due to the close proximity of neighbors, noise must be kept to a minimum during the evening hours.

- **How to Obtain a Key**

Once your event is placed on the online calendar, Management will notify the key holders. Someone will contact you to make arrangements for picking up a key to the Community Room.

- **Onsite Supplies and Furnishings**

Though event supplies may be present at the time of your event, they are for community sponsored events by the Committees and are not for personal use. You are responsible for providing the necessary items for your event such as plates, cups, utensils, beverages (water/soda), paper towels, trash bags, etc. Furnishings may be rearranged to suit the needs of your event but must not be removed from the Community Room.

- **Parking**

All PVHA rules, including parking, must be observed by the Resident and all guests. Parking is to be in dedicated stalls only, preferably in the large back parking lot in the northwest corner of the property. Do not block drives or park in fire lanes or on the lawn.

- **Community Room Rules**

- The Resident sponsoring the event must be in attendance throughout the event.
- Smoking is not allowed in the Community Room or inside the pool area.
- Open flames of any kind are not permitted.
- Use the provided indoor trash and recycle containers appropriately.
- No one is allowed in the pool area once the pool has closed for the season. Keep the patio door and exterior bathroom door locked at all times to prevent access to the pool.
- Be considerate of the neighbors. Excessive noise is not permitted indoors or outdoors.

- **At the End of Your Event**

- All tables and chairs must be wiped down.
- Clean the counter and sink area.
- If the coffeepot was used, be sure to clean it and see that it is unplugged.
- Empty the refrigerator of your dishes and beverages.
- Sweep the floor and mats.
- Mop the floor if there were spills or the floor was dirtied during the event.
- If moved around, put the furniture back to its original placement.
- Dispose of the trash and recyclable bags in the bins located outside of the Community Room.
- Make sure both the interior/exterior doors to the bathroom, the patio door, all windows and the entrance door to the Community Room are locked before leaving.
- Be sure to return the key to the person who gave it to you at the agreed upon time.

The Community Room is a very nice amenity for the Association. Thank you for following the rules. We hope the room was adequate for your needs and that your event was a success.