

## **DELAFIELD COUNTRY AIRE CONDOMINIUMS RULES AND REGULATIONS**

### **ARTICLE I**

#### **VARIANCES AND GENERAL PRINCIPLES**

1.1 A variance of any Rule or Regulation or special dispensation due to special or extraordinary circumstances may be granted by the Board upon the Unit owner supplying the Board a written request detailing the need for a special dispensation. A majority vote of the Board will be required to grant such a variance or special dispensation. Any variance or special dispensation granted by the Board shall be subject to revocation by a majority of all Unit owners, at a meeting duly called for such purpose.

1.2 All provisions of the Declarations and By-Laws shall remain unchanged. If there is any conflict between any provision of the Declaration and any provision of the Rules and Regulations, the provision of the Declaration shall control. If there is any conflict between any provision of the By-Laws and any provision of the Rules and Regulations, the provision of the By-Laws shall control. Pursuant to Wisconsin Statute 703 the interpretation of the condominium documents are up to the Board of Directors.

1.3 The Board of Directors shall adopt rules and regulations governing the use of the common Elements and Units, as same are defined in the Declaration, and the personal conduct of the Unit Owners and the Unit Owner's family, tenants and guests thereon. Such rules and regulations will be so adopted in light of the duties and rights established in the Declaration. The Board shall publish and furnish to each Unit Owner the specific rules and regulations as adopted or revised from time to time.

1.4 The Board of Directors shall retain the right to make reasonable decisions based on a solely "subjective" basis as they may deem to be in the best interest of the Association.

### **ARTICLE II**

#### **ASSESSMENT AND ASSESSMENT COLLECTION**

2.1 The regular monthly assessments, as and for the payment of common expenses as determined by the Board pursuant to the By-Laws of the Delafield Country Aire Condominiums, Inc. Association are **due on the first day of each month.**

2.2 Special assessments, as may be levied from time to time by the Board, and/or the installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit owners informing of the levied special assessment.

2.3 Payments made will first be applied to the "oldest" charges on a unit owner's account and not in any other manner. Payments tendered for current amounts due will not be accepted by the Association if the instrument of payment is drafted with a future date (i.e., a postdated check). Payments in advance will be accepted by the Association. The actual date of the Association's receipt of a payment shall control as to whether payment was made timely. Any costs incurred by the Association as a result of the return of a unit owner's payment due to insufficient funds, or other similar reason, shall immediately be assessed to the Unit owner's account and therefore against the Unit owner's unit, until such costs are reimbursed to the Association by the Unit owner, provided that the cost shall not be less than \$25.00. No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association.

2.4 An automatic assessment of \$25.00 shall be made to a Unit owner's account and, therefore, against the Unit owner's unit in the event any assessment whether regular or special, whether an installment or otherwise, is not received by the Association by the fifteenth (15) day after its due date. This automatic additional assessment shall be made upon each failure by the Unit owner to remit good and timely payment of any assessment or installment thereof.

2.5 The Association treasurer shall provide the Unit owner written notice of each automatic additional assessment and the resulting balance owed by the Unit owner. The treasurer's failure to provide said notice and/or the Unit owner's failure to receive said notice shall not effect, in any fashion, the imposition of such automatic additional assessment. The resulting new balance owed by the Unit owner must be paid in full within fifteen (15) calendar days of the date on which the automatic additional assessment was made pursuant to Section 2.4 above, to prevent further and/or additional collection procedures.

2.6 The unit owner's right to be recognized and heard at all meetings of the Association, whether member's meetings or Board of Director's meetings, shall automatically be suspended upon the Unit owner's failure to pay any resulting new balance owed by the Unit owner, in full, on or before the date due, as determined in Section 2.5 above. Such suspension shall remain in effect until any and all moneys owed, as provided herein, are paid in full.

2.7 An automatic additional assessment of \$50.00, as and for additional costs incurred by the Association to recalculate and adjust the Unit owner's account, shall be made to the Unit owner's account and therefore, against the Unit owner's unit in the event the Unit owner fails to remit, in full, by the due date any resulting balances owed pursuant to Section 2.5 above.

The Association treasurer shall not be required to notify the Unit owner of the imposition of said automatic additional assessment.

2.8 Upon the assessment of the amount stated in Section 2.7 above, the Association treasurer shall immediately refer the delinquent Unit owner's account to legal counsel for the Association. Said legal counsel shall cause a Statement of Condominium Lien to be filed against the Unit owner's unit, (or other such method of collection so advise by legal counsel) securing all amount then owed to the Association and all amounts permitted under the laws of the State of Wisconsin, the Declaration of Condominium, the Association By-Laws, and these Rules and Regulations. Once the Unit owner's account has been referred to legal counsel all payments of the Unit owner's account must be submitted to such legal counsel for proper application of same. In the event a Unit owner submits to said legal counsel a payment which is thereafter returned due to insufficient funds, or other similar reason, the Unit owner's account and, therefore the Unit owner's unit, shall be automatically assessed \$100.00 as and for additional costs incurred by the Association in consulting with legal counsel to recalculate and adjust the Unit owner's account. Upon the assessment as provided herein, the Unit owners right to vote at all meetings of the Association, whether members' meetings or Board of Directors' meetings, shall automatically be suspended. Such suspension shall remain in effect until any and all moneys owed, as provided herein, are paid in full.

2.9 An automatic second additional assessment of \$250.00, as and for additional costs incurred by the Association to recalculate and adjust the Unit owner's account, shall be made to a Unit owner's account, and therefore, against the Unit owner's unit upon the commencement of litigation against the Unit owner for the collection of any amount owed to the Association. All costs incurred by the Association's legal counsel or advanced by the Association, with respect to prosecuting said litigation, including, but not limited to lien filing fees, court costs, post judgment supplemental costs and interest, shall be automatically assessed to the Unit owner's account, and therefore, against the Unit owner's unit.

2.10 Upon the Association's referral of a Unit owner's account to legal counsel for collection, the balance owed by the Unit owner, together with all subsequent accruing and/or additional assessments, shall incur interest at the rate of eighteen percent (18%) per annum (or the highest legal limit allowed at such time, whichever is less), until the Unit owner's account is paid in full. Said interest shall relate back to and commence from the date on which the oldest owed assessment became due. All payments upon a Unit owner's account shall first be applied to the attorneys' fees and interest accrued, if any, and then to assessments in the order in which they were assessed.

2.11 In the event the Association utilizes the services of a professional management company to which assessments are remitted by the Unit owners or which is otherwise responsible for the accounting of paid and unpaid assessments or notifying the Unit owners of the balance of Unit owner's account or the enforcement of any provisions of the Declaration, By-Laws and/or these Rules and Regulations, all requirements or duties of the Association Directors and/or Officers shall be the requirements or duties of the management company so retained by the Association.

2.12 If the unit owner's account reaches \$400.00 in an outstanding balance and said Unit owner has not contacted the board of directors to set up payment plan, a lien will be filed on owners unit.

### **ARTICLE III**

#### **USE OF PREMISES**

3.1 The Units shall be used for residential purposes only. The Common Elements and Units shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of residential units. Activities repeated to the extent that it gives the appearance of a business being run out of a unit shall be considered a violation.

3.2 No nuisance shall be allowed on the Common Elements or Units, nor shall any use or practice be allowed which is a source of persistent and meaningful annoyance to the Unit Owners or Unit Owners' occupants, or which interferes with the peaceful possession or proper use of said property by the Unit Owners or Unit Owners' occupants.

3.3 No improper or unlawful use shall be made of the Common Elements or Units or any part thereof, and all valid laws, ordinances and regulations of all governmental bodies having jurisdiction thereof shall be complied with.

3.4 No rule or regulation shall be adopted by the Board which shall deprive any Unit Owner of substantial property or occupancy rights, or which shall operate in a discriminatory manner.

3.5 Unit Owners and Unit Owners' occupants shall not make or allow any noises or odors which in any way or at any time might be objectionable to other Unit Owners or Unit Owners' occupants. Unit Owners and Unit Owners' occupants shall not cause or allow voices, musical instruments, televisions, radios or other such sound producing devices to in any way or at any time become objectionable to other Unit Owners or Unit Owners' occupants. Unit Owners and Unit Owners' occupants shall not be allowed to have treadmills or any heavy noise bearing

workout equipment in unit. There shall be no door swinging or slamming shut or any type of door shutting that causes reverberation in neighboring units.

3.6 No Unit Owner shall decorate or alter the exterior of a Unit or the Common Elements without the prior written consent of the Board of Directors. This provision shall not be construed as to deny Unit Owners the right to temporarily decorate their units for an appropriate holiday. Holiday decorations may be installed and lighted no sooner than the weekend prior to Thanksgiving and must be removed no later than the second weekend in January annually. Holiday decorations are not to be placed on the common areas of the building or grounds. In addition a US Flag of not larger than 4' by 3" may be displayed provided proper flag etiquette is adhered to. The US flag is then to be displayed by the use of flag pole and bracket placed on the back deck/patio wall between the light and patio door such that flag may be lit at night if so displayed. Any seasonal / holiday decorations, with the exception of Christmas, cannot be put up until 2 weeks prior to and taken down within 2 weeks after specific holiday/event. All outside décor must be 2' away from sidewalk and cannot impede or block any walkway.

3.7 No owner of a Unit may erect, post or display posters, signs or advertising material on the Common Elements or at locations within a Unit which are visible from the Common Elements without the prior written consent of the Board of Directors, except under the following conditions:

(a) A sign of customary and reasonable dimension on the day of and relating to the open house of a Unit for sale or lease.

(b) A "FOR SALE" sign, in one window of the unit, not in excess of 18" x 24" inches, while the unit is posted for sale. The sign must be removed within one (1) week after the closing date for the sale of the unit.

(c) A sign not in excess of 18" x 24" for a bonafide political election may be placed in the window of a unit not more than six (6) months prior to and not more than two (2) weeks after the corresponding election. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the exterior of the building.

#### **ARTICLE IV**

##### **SECURITY**

4.1 No soliciting or selling, including door to door soliciting of any type, shall be permitted on any part of the Common Elements without the prior written approval of the Board.

4.2 All Unit Owners or occupants of Unit Owners' units should notify the property management company of the Unit Owner's or occupant's intention to be absent from the unit for a period of two (2) weeks or longer. No Unit Owner or occupant shall allow newspapers or other items to accumulate which will indicate the Unit Owner's or occupant's absence from the unit.

4.3 Each Unit owner shall be responsible for maintaining fully operational smoke detectors and carbon monoxide detectors on each floor of their unit pursuant to all code requirements at all times.

## **ARTICLE V**

### **LEASING OF UNIT**

5.1 Notwithstanding any provisions regarding leasing in the Declaration and/or By-Laws any Unit Owner leasing their Unit must notify the Association within 7 days of commencement of said lease notify the Association of the following:

- (a) Tenant's name(s)
- (b) Phone numbers - home and work
- (c) Written, signed statement saying tenant(s) have viewed Declaration By-Laws, Rules and Regulations and will comply. However, Unit Owners will still remain the responsible party.

5.2 A Unit Owner who is renting their unit shall within 24 hours (excluding weekends and holidays) of having received a notice from the Association of their tenant(s) or their tenant(s) guest having violated a provision(s) of the Declaration, By-Laws and/or these Rules and Regulations shall serve a *"5-Day Correct or Vacate Notice"* to their tenant as allowed by Chapter 704 of the Wisconsin Statutes. This notice to the tenant must be sent **Certified Mail, return receipt requested**. A copy of this notice must also be sent to the Association **Certified Mail, return receipt requested**.

5.3 A Unit Owner who is renting their unit shall within 24 hours of having received a second notice from the Association of their tenant(s) or their tenant(s) guest having violated a similar provision(s) of the Declaration, By-Laws and/or these Rules and Regulations shall, as allowed by Chapter 704 of the Wisconsin Statutes, serve a *"14-Day Notice to Vacate"* to their tenant(s). This notice to the tenant(s) must be sent **Certified Mail, return receipt requested**. A copy of this notice must also be sent to the Association **Certified Mail, return receipt requested**.

5.4 A Unit Owner who is renting their unit shall be obligated for enforcing this *"14Day Notice to Vacate"* as provided by law. A Unit Owner who is renting their unit shall be assessed a fee of \$100.00 per day for each day that they have not complied with the provisions of this section. Provided that the Unit Owner has taken other immediate legal action to evict the tenant(s)

having caused the violation, a Unit Owner who is renting their unit shall not be assessed this fee if the Unit Owner has followed the provisions of this section and the tenant(s) having caused the violations do not vacate the unit as required. The Unit Owner shall be liable for all costs incurred by the Association including but not limited to damages, fines and/or legal fees to effectively correct the violations and/or evict the violating tenant(s).

5.5 Whereas the Association or the Unit Owner having the use of a facsimile machine and that the telephone number of that facsimile machine shall be readily available to the other party, a facsimile copy shall be sufficient notice and such time periods shall commence from the time of the facsimile copy having been sent provided that the facsimile copies request and receive signed facsimile acknowledgment of receipt from the other party. This provision shall not apply as proper notice to the tenant(s) who have caused the violation.

## **ARTICLE VI SANITATION**

6.1 The Common Elements shall not be obstructed, littered, defaced, damaged or misused in any manner.

6.2 All Unit Owners or occupant of a Unit Owner's unit shall adhere to any laws, ordinances, and/or rules pertaining to recycling as dictated by any Governmental, Quasi-Governmental and/or Association authority.

6.3 Any items placed by the dumpsters in violation of the posted rules shall be a violation of the rules. The posted rules shall serve as the written warning as to the violation and therefore a fine may be immediately assessed.

## **ARTICLE VII MANAGEMENT**

7.1 No Unit Owner or occupant of a Unit Owner's unit shall or attempt to direct, supervise, or in any manner assert control over any Association contracted worker(s). Poor workmanship or performance of such individuals should be reported to the Board or to the property management company immediately.

7.2 In the event the Association utilizes the services of a professional management company, all notices and/or requests to the Association, the Board or any officer(s) referenced herein shall be sent to the management company.

## **ARTICLE VIII**

### **PATIOS/DECKS/WALKWAYS**

8.1 A Unit Owner or occupant of a Unit Owner's unit shall control all barbecue fires, smoke and/or offensive odors so as to not disturb or be dangerous to the neighboring Unit Owners, neighboring units or the Common Elements.

8.2 Only **electric** barbecue grills are permitted to be use or stored on the deck or patio. Every Unit Owner who and every Unit Owner who has an occupant who barbecues on or near a deck shall have a qualified, fully operational fire extinguisher readily available during any time the barbecue is in use.

8.3 No boxes, bicycles, toys, carriages or other similar items shall be stored on the patio/deck.

8.4 No clothes, sheets, blankets, rugs, laundry or other similar unsightly items shall be hung and/or displayed from the patio/deck. In addition, no such items shall be placed in any unit or on the common Elements so as to display same to or from any Common Elements or Limited Common Elements. No clothesline of any fashion or material shall be placed on the patio/deck.

8.5 No antenna, other than a permanent condominium television antenna and/or satellite dish if so approved and installed by order of the Board of Directors shall be placed on any portion of the Common Elements or the patio/deck. Satellite dishes are not permitted unless required by FCC rulings. A written request for a satellite dish must be made to the Board of Directors for consideration.

8.6 No Unit Owner shall plant, re-landscape, and/or decorate any bedding area(s) without the prior written permission of the Board. Unit Owners may, however, place removable planters, flowers, and/or flowering plants along their limited-common sidewalk, patio, deck and bedding areas.

8.7 No unit owner or unit owner occupants may spray ANY type of chemical product, bug repellent/killer, etc. in common areas including porches, patios/balconies, sidewalks or exterior of building.

8.8 No loose seed bird feeders are allowed anywhere on the property. Suet and hummingbird feeders are the **ONLY** type allowed with a limit of 2 per unit. Examples: (2) hummingbird feeders **OR** (2) suet feeders **OR** (1) hummingbird and (1) suet feeder.

## **ARTICLE IX**

### **VEHICLES, PARKING AND GARAGE**

9.1 The following rules and regulations are in addition to or in conjunction with the provisions of the Declaration and/or by-laws.

9.2 Due to the potential for fire and/or personal injury, unreasonable amounts of newspapers, empty boxes, or flammable materials and the like shall not be kept for any unreasonable length of time in the garage and/or unit of the condominium. Due to the hazardous nature of such items, any such item(s) found in violation of this provision may be confiscated by the Board. Garage doors must remain down when not in use.

9.3 No garage or rummage sales are permitted on any area of the condominium.

9.4 Cooking, sleeping and/or residing in any vehicle, whether temporary in nature or otherwise, is prohibited in all areas of the condominium.

9.5 Due to required periodic maintenance of and snow removal from the condominium parking areas, no vehicle of any type, which cannot be moved on a daily basis, shall be parked in any of the condominium parking areas. Any Unit Owner or occupant of a Unit Owner's unit who requires a parking space to park a vehicle, which vehicle cannot be moved on a daily basis, must obtain prior written authorization from the Board. No vehicle of any type shall be stored in any parking area of the condominium. No inoperable vehicle of any type shall be parked in any parking area of the condominium. No repair and/or maintenance of a vehicle(s), except car washing, shall be allowed on any Common or Limited-Common area(s) of the condominium. Such repair and/or maintenance may only be done in a Unit Owner's garage.

9.6 A Unit Owner or occupant of a Unit Owner's unit shall not park any vehicle in the Limited-Common assigned parking area of another Unit Owner without the prior permission of the other Unit Owner. A Unit Owner who discovers an unauthorized vehicle parked in his or her parking area shall be responsible for contacting the Delafield Police Department to have the offending vehicle ticketed and/or towed.

9.7 No vehicle shall travel at a rate of speed in excess of ten (10) miles per hour in any parking or drive area of the condominium.

9.8 Condominium By-Laws prohibit the extended parking of a vehicle on condominium property. Any owner who should encounter an emergency situation (such as temporary occupation of the unit by an additional

child/guest) which will cause the necessity for a vehicle to be parked as such for a period in excess of two (2) weeks should follow these procedures:

(a) The Unit Owner must present an application in writing to the Board PRIOR to the parking of said vehicle. The application should state:

- (1) Start date and length of parking permit requested,
- (2) The reason for the request,
- (3) Name of Unit Owner and name of vehicle owner,
- (4) License plate number,
- (5) make/model/year of vehicle.

The application will be reviewed by the Board who will make decisions on a per case basis. Initial requests for up to three (3) months may be requested. In no event shall a permit be issued in excess of six (6) months.

(b) Upon the approval of such a request, the Unit Owner shall submit a monthly fee of \$20.00 per month or a single payment of \$50.00 for the three month period. The vehicle shall be parked in a "guest" parking spot according to the directions of the Board as stipulated in the permit. Any snow removal problems encountered due to the parking of the vehicle shall be the responsibility of the Unit Owner.

(c) Permits may be eligible for re-application, re-evaluation and renewal for one additional three (3) month period. Renewals shall be made at the discretion of the Board and shall not be considered automatic extensions. Under no circumstances shall an additional vehicle be parked on the Association property for a period in excess of six months.

(d) Licensed boats, boat trailers, vans, trucks or such other items may be stored, parked or placed in the garage provided that the storage of such item(s) does not cause an automobile to be parked outside of the garage.

## **ARTICLE X**

### **PET POLICY**

10.1 (2) dogs under 35 lbs. each OR (2) cats OR (1) dog under 35 lbs. & (1) cat shall be permitted in each unit.

10.3 Pets shall be housed exclusively within Units in which such pets are permitted. No permitted pet shall be permitted on the Common Elements unless on a leash and with a person having hold of the other end of the leash. No pet is allowed to be "tied" out at any time of the day or season of the year. Other animals shall not be permitted on the Common Elements.

10.5 Pet owners are responsible for the behavior of their pet and any handler thereof. Pet owners shall be responsible for the proper disposal of the pet's waste without regard to their control over the pet at the time or location of the waste. Pet waste is to be disposed of

immediately, in an appropriate receptacle and irrelevant of the time of the day or season of the year.

10.6 If the Board designates an area of the Common Elements as a "pets area", then pets shall be exercised only within this area. Such designation shall not operate to diminish the pet owner's responsibility under any section herein. As of the date of these revised Rules there is no area designated as such.

10.9 Pets shall be licensed by the municipality if so required.

10.10 All pets shall be maintained in a manner as to keep any noise at a minimum level which in any event must not be an unreasonable annoyance to the other condominium residents. Special steps must be taken for puppies in training or dogs that bark when occupants are not home.

10.12 Pets on site are considered "permitted" pursuant to a revocable license and may be revoked following notice and hearing, at the option of the Board, for any reason set forth in the Declaration, by-laws or for any breach of the Rules and Regulations set forth above or as may be promulgated in the future by the Board of Directors. Upon revocation a permit holder shall dispose of the pet within a period of time as determined by the Board of Directors. A permit holder shall be responsible for any costs of the Association in enforcing its rights hereunder which may be added as a special assessment against the Unit for which the permit was issued.

## **ARTICLE XI**

### **RULE VIOLATIONS**

11.1 Each Unit Owner shall be responsible for the violations of and/or noncompliance with the Declaration, By-Laws, rules, regulations, covenants, conditions or restrictions committed by the Unit Owner, any individual of the Unit Owner's household, any occupant of the Unit Owner's unit, any tenant or sub-tenant of the Unit Owner's guest or visitor or the Unit Owner's occupant's guest or visitor.

11.2 All Unit Owners and occupants of Unit Owners' units shall report, in writing, any alleged violation of or non-compliance with the By-Laws, rules, regulations, covenants, conditions or restrictions as required hereunder.

11.3 Upon the Board's receipt of information regarding an alleged violation of or non-compliance with the Declaration, any By-Laws, rules, regulations, covenants, conditions or restrictions, by any Unit Owner, the Board shall furnish written notice to the Unit Owner by

personal delivery or by regular mail to the Unit Owner's last known mailing address informing the Unit Owner of the alleged violation or non-compliance and of the possible imposition of a fine. If the Unit Owner, within seven (7) days after receipt of said notice, fails to demand a hearing on the alleged violation by written notice delivered upon the President, the Board shall assess the fine specified in the publication of the rules and regulations. This fine and any costs, including but not limited to attorney fees, incurred by the Association in collecting same shall constitute an assessment as said term is utilized by Wisconsin Statutes. Unpaid fines shall incur interest at the rate of interest provided in Article II, Section 10 of these Rules and Regulations.

11.4 Any Unit Owner who shall consider that he or she is unfairly accused of violation of or non-compliance with any rule or is justified otherwise, shall be entitled to a hearing before the Board which shall designate an impartial referee for the hearing of evidence, all to the end that Unit Owners enjoy due process and the right of hearing in respect of any claim of violation. In the case of any such proceedings, the costs thereof, if any, shall be borne by the Unit Owner requesting the hearing, unless it is found by the impartial referee that the Board preceded in bad faith or without just cause.

11.5 The notice furnished by the Board informing the Unit Owner of the alleged violation or non-compliance shall contain sufficient information as to assure that a reasonable Unit Owner may understand the violation(s) and the step(s) needed to correct the violation(s). Those may substantially include the following:

- (a) The name of the Unit Owner;
- (b) The date of delivery of the notice upon the Unit Owner;
- (c) The date(s) of the alleged violation;
- (d) A description of the rule(s) or regulation(s) allegedly violated;
- (e) The amount of the fine(s) that can result;
- (f) A description of what procedure the Unit Owner must take, if any, to cure the violation(s) and state the requirement of written intent to cure be made upon the Association via the management (if applicable) within seven (7) days;
- (g) Information regarding the Unit Owners' right to demand a hearing;

11.6 Upon a Unit Owner's failure to demand a hearing and after the required period of time given the Unit Owner to make such a demand, or upon a finding, by the impartial referee, of actual violation if the Unit Owner has timely demanded a hearing, the Board shall notify the Unit Owner in writing, by regular mail, of the imposition of the fine. The notice shall inform the Unit Owner that failure to pay the fine within seven (7) days shall cause the fine and any costs of collection related thereto to constitute an assessment upon the Unit Owner's unit. The fine, together with any collection costs, shall incur interest at the rate of interest provided in Article

II, Section 10 of these Rules & Regulations commencing eight (8) days after delivery of the notice until said amount is paid in full.

## **ARTICLE XII**

### **AVAILABLE REMEDIES AND FINES**

12.1 The following is a schedule of the fines that will be assessed under these rules and regulations, pursuant to the provisions hereof, as a result of a Unit Owner's violation of or non-compliance with the Declaration, the By-Laws, rules, regulations, covenants, conditions or restrictions:

(a) **A WRITTEN WARNING for a Unit Owner's first violation** of or non-compliance with a specific By-Law, rule, regulation, covenant, condition or restriction.

(b) **FIFTY DOLLARS (\$50.00) for a second violation** of or noncompliance with a specific By-Law, rule, regulation, covenant, condition or restriction for which the Unit Owner received a written warning pursuant to paragraph (a) immediately above.

(c) **ONE HUNDRED DOLLARS (\$100.00) for each successive violation** of or noncompliance with a specific By-Law, rule, regulation, covenant, condition or restriction for which the Unit Owner received a written warning pursuant to paragraph (a) immediately above, and incurred the imposition of the fine prescribed in paragraph (b) immediately above.

(d) Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS (\$500.00) for each violation** of or noncompliance with a specific provision of the Declaration, By-Laws, rules, regulations, covenants, conditions or restrictions, when in the opinion of the Board of Directors the violation meets one or more of the following criteria:

1. The violation is in direct defiance of a previous mandate from the Board of Directors.
2. The violation was malicious in its intent.
3. The violation is evidence of a pattern of the Unit Owner's non-compliance with more than one provision of the Declaration, By-Laws, rules, regulations, covenants, conditions or restrictions.
4. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. *(i.e. if alterations are made by the Unit Owner that cannot be restored to their original state.)*

12.2 Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

### **12.3 Attorney Fees**

A. The Board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.

B. In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. This Rule does not apply to owners' fair housing complaints, neither State nor Federal.

**In addition to the provisions of this section all remedy provisions of the Declaration, By-Laws and these Rules and Regulations shall remain available to the Association.**

**Attached and incorporated herein is:**

**the Delafield Country Aire checklist of Owner vs. Association responsibility!**