RESOLUTION AMENDING BY-LAWS OF CONDOMINIUM TO RESTRICT THE NON-OWNER OCCUPANCY OF UNITS, DELETE HISTORICAL LANGUAGE, AND REVISE NOTICE METHODS

The Willows Condominium Association, Inc.

WHEREAS, it is the objective of the Association to insure to its members the benefits derived from owner-occupied homes; and

WHEREAS, these benefits include an increased quality of life and a stable and increased market value for units as a result of high standards of maintenance and repair, continuity of residence, and increased cooperation and compliance with Association governance;

WHEREAS, owner-occupied homes will enhance the ability of unit owners to finance and refinance their homes;

WHEREAS, the Association desires to maintain its By-Laws by eliminating historical language which has no current or future significance; and

WHEREAS, the Association desires to allow Board, owner, and lender notice to be accomplished by U.S. Mail or hand delivery.

THE ASSOCIATION HEREBY RESOLVES AS FOLLOWS:

By-Law Amendment Regarding Non-Owner Occupancy

Article VII, Section 5 of the By-Laws is deleted[1]:

Article VII, Section 5 of the By-Laws, is re-created to read as follows:

5. Restriction on Use and Occupancy

(a) No rental, lease, or other occupancy of a unit shall be

[1] Section 5. Rental.

Unit owners may rent their units by written lease for a minimum period of six (6) months to whomever and on whatever terms and conditions as they so desire provided the Association is given notice of the name and permanent address of the tenants, and further provided that the lease specifically obligates the tenant to abide by the Declaration, these Bylaws and rules and regulations promulgated thereunder.

allowed without simultaneous unit occupancy by the unit owner. If the owner of the unit is a trust or other fiduciary entity, then the trustee of that entity is the unit "owner" for purposes of this Section. This prohibition on non-owner occupancy is subject only to the following exceptions:

1. The unit owner's immediate family members may occupy the unit. Immediate family members are herein defined as a parent, child, spouse, sibling, grandparent, or grandchild, by blood, marriage, or adoption and shall include half and step relatives.

2. This section shall not apply to owners who rent or lease a Unit as of the date of enactment of this Amendment. This permission expires when the current owner ceases to own the unit.

3. Mortgagees of the Unit, or the Association, where the unit is acquired by foreclosure of the mortgagee's or Association's interest, either judicially or by accepting a deed in lieu of foreclosure.

4. Special Hardship Exception. The Board of Directors shall have the authority to waive the requirements of this section upon request of a unit owner if it determines that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the unit owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of units. If any unit owner shall desire to lease to, or cause a unit to be occupied by a person other than an immediate family member pursuant to this hardship exception, said lease or occupancy shall require the approval of the Board of Directors, or at the Directors' discretion, a committee appointed by the Board of Directors, and further provided that said lease or occupancy shall be limited to a certain duration not to exceed twelve months. Any application for an exception must be in writing and give the reasons for requesting the exception. The Board or the committee shall convene a

meeting within 30 days after receipt of notice, advising the unit owner of the time and place of a meeting and giving the unit owner an opportunity to appear. The Board or committee shall make a decision as to whether or not to grant the hardship exception within seven (7) days of said meeting and the reasons shall be briefly stated in writing. The decision shall be binding on the Association and the parties. The maximum length of any hardship exception is one (1) year.

(b) No unit owner shall be permitted to lease a unit pursuant to this section unless and until the unit owner shall pay the Board of Directors, on behalf of the Association, all unpaid common charges theretofore assessed against that unit and until the unit owner shall have satisfied all unpaid liens against that unit, except permitted mortgages, unless the Board of Directors shall specifically find that satisfactory arrangements for payment have been made, including, if appropriate, an assignment of rents subordinate to any rights of any mortgagee.

(c) In the event of occupancy, rental or lease, permitted or otherwise, the owner shall provide the Association with a written lease between the owner and the tenant pursuant to Wisconsin Statute section 703.315(3), or other equivalent statute.

(d) Remedies for any tenant's violation of the Declaration, By-Laws or Association rules shall be implemented according to Wisconsin Statute section 703.24(3), or other equivalent statute. In addition, any such violation shall constitute a breach of the lease. The unit owner covenants and agrees that in the event of a tenant's violation of the Declaration, By-Laws, or Association rules which results in a breach of the lease, the Association may stand in the shoes of the owner for the purpose of taking legal action against the tenant to restrain or to evict said tenant according to law, provided that the owner shall first be given a reasonable opportunity to correct said violation.

(e) Any violation of this Section concerning non-owner-occupied units shall result in a fine to the unit owner of $25.00 per day and said unit owner shall be responsible for the reasonable and actual attorney fees and other costs incurred by the Association in connection with enforcing this section. In addition, the Association may enforce this section by application to a court of competent jurisdiction to obtain injunctive relief, and the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be determined by the court.

(f) Every unit owner assigns all rents and profits from any lease, permitted or not, to the Association for the purpose of reimbursing the Association for overdue assessments, special or ordinary fines, levied by the Association against the unit or the unit owner, provided that in the event of conflict, said assignment shall be subordinate to any assignment to a mortgagee of the unit.

By-Law Amendments Deleting Historical Language

Article II, Section 9 of the By-Laws is amended by deleting the ~~strikeout~~ language as follows:

Section 9. Special Meetings and Notice.

Special meetings of the Board of Directors may be called by the President on three business days' notice to each member of the Board of Directors, given by mail ~~or telegraph~~, which notices shall state the time, place and purpose for the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two members of the Board of Directors.

Article III, Section 1 of the By-Laws is amended by deleting the ~~strikeout~~ language and inserting the <u>underlined</u> language as follows:

Section 1. Annual Meetings.

[Deleted sections (a), (b), and (c)]

~~(a) Until the first annual meeting of the unit owners as described below, until the Declarant designates otherwise, or until the unit owners elect a member of the Board of Directors pursuant to this section prior to the first annual meeting of the unit owners, the initial Board of Directors named in the Articles of Incorporation of the Association shall serve as the Board of Directors.~~

~~(b) Prior to the conveyance of twenty-five percent (25%) of the undivided percentage interest in the common elements, the Declarant shall call a meeting of the unit owners. At such meeting, one of the designees of the Declarant on the Board of Directors shall resign and the unit owners, other than the Declarant, shall elect a successor by vote of a majority of those unit owners. Prior to the conveyance of fifty per cent (50%) of the undivided percentage interest in the common elements, the Declarant shall call a meeting of the unit owners. At such meeting, owners other than the Declarant shall elect at least thirty three and one-third percent (33 1/3%) of the Board of Directors by a vote of majority of those unit owners. Each Director shall serve until the first annual meeting of the unit owners. If such successor shall resign prior to the first annual meeting of the unit owners, a successor to him shall be elected in the same manner.~~

~~(c) Thirty days after seventy five percent (75%) of the units shall have been sold and conveyed by the Declarant, or such earlier time as determined by the Declarant, but not later than three (3) years from the date the first unit is conveyed by the Declarant, the Declarant shall call the first annual meeting of the unit owners. At such meeting, the designees of the Declarant and any other members of the Board of Directors elected by the unit owners shall resign as members of the Board of Directors, and all unit owners, including the Declarant, shall elect a new Board of Directors. Thereafter, the annual meeting of the unit owners shall be held on the third Monday of each July of each succeeding year. At such meetings the Board of Directors shall be elected by ballot of the unit owners in accordance with the requirements of Section 4, Article II of these Bylaws. The unit owners may transact such other business at such meetings as may properly come before them.~~

By-Law Amendment Regarding Notices

Article X, Section 1 of the By-Laws is amended by deleting the ~~strikeout~~ language and inserting the underlined language as follows:

Section 1. Notices.

All notices to the Board of Directors shall be sent by U.S. mail or hand delivery ~~registered or certified mail~~, c/o the managing agent, or if there is no managing agent, to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time. All notices to any unit owner shall be sent by U.S. mail or hand delivery ~~registered or certified mail~~ to the building or to such other address as may have been designated by him from time to time, in writing, to the Board of Directors. All notices to Lenders of units, shall be sent by U.S. mail or hand delivery ~~registered or certified mail~~ to their respective addresses, as designated by them from time to time, in writing, to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

BE IT FURTHER RESOLVED, that this amendment shall take effect immediately.

Amendment Considered
At Meeting, May 18, 2009 (Date)

Motion made by: Nancy Gardy

Seconded: Arlene Wroblewski
(Yes/No)

In Favor: 75
Opposed: 3

Signed: Kathy Melchor
Secretary

The Willows Condominium Association, Inc.

Amendment to Bylaws

The following amendments were adopted at a meeting of the membership of The Willows Condominium Owner's Association, Inc. held on January 25, 2020.

1. Article V, Section 4 of the Bylaws is amended as follows:

Section 4. Payment of Common Charges.

All unit owners shall be obligated to pay the common charges assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article at such time or times as the Board of Directors shall determine. A late charge may be imposed by the Board of Directors against a unit owner if any balance in common charges remains unpaid by the fifth day of the month when due. Any such late fee shall be set forth in the Rules and Regulations.

2. Article VI, Sections 2-4 of the Bylaws are hereby deleted in their entirety and Article VI, Section 5 is hereby renumbered as Section 2.[1]

3. Article VII, Section 5 of the Bylaws, as previously amended, is hereby amended as follows:

Section 5. Restriction on Use and Occupancy

(a) All units shall be exclusively owner-occupied, subject only to the following exceptions:

1. The unit owner's immediate family members may occupy the unit. Immediate family members are herein defined as a parent, child, spouse, sibling, grandparent, or grandchild, by blood, marriage, or adoption and shall include half and step relatives.

2. A unit owner may have a roommate(s) that is not an immediate family member if the following conditions are met:

i. the unit owner must simultaneously occupy the unit

with roommate(s);

ii. the minimum occupancy term for the roommate(s) is one year; and,

iii. An owner may not advertise his/her unit—or any portion thereof—for rent on the internet, which his includes a complete prohibition on advertising the unit for rent on such rental sites as AirBnb, VRBO, HomeAway, Craigslist and any other websites.

3. Mortgagees of the Unit, or the Association, where the unit is acquired by foreclosure of the mortgagee's or Association's interest, either judicially or by accepting a deed in lieu of foreclosure, may lease a unit.

4. If the owner of the Unit is a trust, corporation, limited liability partnership, limited liability company or other business or fiduciary entity, a beneficiary, shareholder, partner, or member shall be deemed an owner provided that the occupant is at least a fifty-one percent (51%) owner, stakeholder or beneficiary.

5. A Unit that is vacant and has no occupants shall not be considered a violation of this section.

6. Special Hardship Exception. The Board of Directors shall have the authority to waive the requirements of this section upon request of a unit owner if it determines that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the unit owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of units. If any unit owner shall desire to lease to, or cause a unit to be occupied by a person other than an immediate family member pursuant to this hardship exception, said lease or occupancy shall require the approval of the Board of Directors, or at the Directors' discretion, a committee appointed by the Board of Directors, and further provided that said lease or occupancy shall be limited to a certain duration not to exceed twelve months. Any application for an exception must be in writing and give the reasons for requesting the exception. The Board or the committee shall convene a meeting within 30 days after

receipt of notice, advising the unit owner of the time and place of a meeting and giving the unit owner an opportunity to appear. The Board or committee shall make a decision as to whether or not to grant the hardship exception within seven (7) days of said meeting and the reasons shall be briefly stated in writing. The decision shall be binding on the Association and the parties. The maximum length of any hardship exception is one (1) year.

(b) No unit owner shall be permitted to lease a unit pursuant to this section unless and until the unit owner shall pay the Board of Directors, on behalf of the Association, all unpaid common charges theretofore assessed against that unit and until the unit owner shall have satisfied all unpaid liens against that unit, except permitted mortgages, unless the Board of Directors shall specifically find that satisfactory arrangements for payment have been made, including, if appropriate, an assignment of rents subordinate to any rights of any mortgagee.

(c) In the event of occupancy, rental or lease, permitted or otherwise, the owner shall provide the Association with a written lease between the owner and the tenant pursuant to Wisconsin Statute section 703.315(3), or other equivalent statute.

(d) Remedies for any tenant's violation of the Declaration, By-Laws or Association rules shall be implemented according to Wisconsin Statute section 703.24(3), or other equivalent statute. In addition, any such violation shall constitute a breach of the lease. The unit owner covenants and agrees that in the event of a tenant's violation of the Declaration, By-Laws, or Association rules which results in a breach of the lease, the Association may stand in the shoes of the owner for the purpose of taking legal action against the tenant to restrain or to evict said tenant according to law, provided that the owner shall first be given a reasonable opportunity to correct said violation.

(e) Any violation of this Section concerning non-owner-occupied units shall result in a fine to the unit owner of $25.00 per day and said unit owner shall be responsible for the reasonable and actual attorney fees and other costs incurred by the Association in connection with enforcing this section. In addition, the Association may enforce this section by application to a court of competent jurisdiction to obtain injunctive relief, and the Association, if successful, shall be entitled

to recover the costs of the proceeding and such reasonable attorney fees as may be determined by the court.

(f) Every unit owner assigns all rents and profits from any lease, permitted or not, to the Association for the purpose of reimbursing the Association for overdue assessments, special or ordinary fines, levied by the Association against the unit or the unit owner, provided that in the event of conflict, said assignment shall be subordinate to any assignment to a mortgagee of the unit.

4. Article XI, Section 1 of the Bylaws is hereby amended as follows:

Section 1. Amendments to Bylaws.

These Bylaws may be modified or amended by the vote of sixty-seven percent (67%) in number and in common interest of all unit owners at a meeting of unit owners duly held for such purposes.

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[i] Bylaws, Article VI, §§ 2-4 currently state:

Section 2. Notice to Board of Directors.

A unit owner who mortgages his unit, or purchases his unit on a land contract, shall notify the Board of Directors of the name and address of his Lender, and shall file a conformed copy of the note and mortgage, or land contract, with the Board of Directors. The Board of Directors shall maintain such information in a book entitled "Lender of Units".

Section 3. Notice of Unpaid Common Charges.

The Board of Directors, whenever so requested in writing by a Lender of a unit, shall promptly report any then unpaid common charges or other default by the owner of the financed unit.

Section 4. Notice of Default.

The Board of Directors, when giving notice to a unit owner of a default in paying common charges or other default, shall send a copy of such notice to each Lender covering such unit whose name and address has theretofore been furnished to the Board of Directors.

The Willows Condominiums
Homeowners Association
Rules & Regulations (updated 6/23/2026)

Pursuant to number 10c of the Declaration and Article V Section 14 of the Willows Condominium Association Bylaws, the Board of Directors has established the following rules and regulations for the Willows Condominium (the "Willows") Property. "Property" is defined in Article 1 Section 3 of the Willows Condominiums Bylaws.

All residents are subject to all provisions of the Willows Condominiums Declaration, Bylaws, and these rules.

Condominium living requires a degree of compromise for the benefit of all and may require adjustment for some individuals. It is essential for all Willows residents to demonstrate an attitude of courtesy, responsibility, respect and community involvement. Unit owners ("owners") are liable and responsible for the actions of their guests. Therefore, it is the responsibility of all owners to advise their tenants and guests of these rules and regulations.

If you have questions, please contact our property manager, Kennedy Milet of Elite Properties, Inc.

I. Animals:

1. Each owner may have one (1) dog weighing 60 pounds or less, or two (2) cats, or two (2) birds.
2. The owner must be in control of the animal at all times. The animal is not allowed to run freely or be tied up in the common areas of the Willows Property. The common areas are described in numbers 4 and 5 of the Declaration and Bylaws. The animal must be leashed when outside the unit, even if only for a few moments and must be with its owner at all times.
3. All owners and residents must immediately clean up the excrement of their animals. Animals are not allowed to urinate on shrubs, trees, flowers, courtyard grass, and buildings.
4. Animals may not urinate on an owner's balcony regardless of any type of system (e.g., pee pads).

II. Parking and Traffic Control:

1. There is a three (3) vehicle maximum allowed per condominium unit.
2. Visitors are not allowed to park in a parking space reserved for another unit. Visitor parking is provided on the property. No more than one (1) resident vehicle per unit may park in visitor parking.
3. Garage doors must be kept closed, especially in cold and inclement weather.
4. All commercial, recreational vehicles and trailers must be kept in the garage or stored offsite. Commercial vehicles the size of a standardized van or smaller without external attachments, may be parked in driveways or in visitor parking. [**amended 08/2001**]
5. Speed limit on the Willows property is limited to 15 miles per hour.
6. Driving or riding on the grass is strictly prohibited. Any violation may result in a penalty.
7. Parking on the private streets of the property is not permitted at any time as stated in Article V Section 11e of the Bylaws. Guests may park on a private street while visiting a resident only when the guest parking lot adjacent to the resident's building is filled and for no more than three (3) hours.

III. Home Occupations:

Permitted home occupations in all residence units, as adopted in compliance with the City of New Berlin ordinance pertaining to home occupations, shall be any business or occupation carried on by a person residing within the dwelling in connection with which:

1. The occupation is incidental and secondary to the use of the dwelling for dwelling purposes, and does not occupy more than one-fourth of the floor area of a unit or garage.
2. No signs, display, or activity is permitted that will indicate from the exterior that the building is being used, in part, for any purpose other than that of a dwelling.
3. There are no commodities sold or services rendered that require receipt or delivery of merchandise, goods or equipment by other than a passenger motor vehicle or by US letter carrier mail service.
4. There is no person other than an additional resident of the unit employed or otherwise engaged in the home occupation.
5. All activity, including storage, is conducted completely within the dwelling unit or garage.
6. No special structural alterations, construction features, or installation of special equipment is permitted to the dwelling unit or garage.
7. There is no perceptible noise, odor, smoke, electrical interference or vibration emanating from the structure.
8. There is no more than one customer or client on the premises at the same time.
9. There is no activity between the hours of 11 PM and 7 AM.

IV. General:

1. Personal property, such as children's toys, boxes, picnic items, chairs, etc., cannot be left unattended in the common areas. Personal property must be removed from the common areas by the owner after use.
2. Lawn decorations, including potted plants, must be kept on the owner's personal patio or rock area next to the patio or garage. Any other locations must be approved by the Board of Directors.
3. With the exception of hummingbird feeders, all bird feeders, bird houses, and bird baths must be outside of the sidewalk, in the courtyards and at least 25 feet from the building, with a total of two (2) per owner.
4. Signs which are not authorized by the Board of Directors are not allowed outside of a unit. Two (2) for sale signs may be displayed inside the windows of the owner. An owner may display "open house/for sale" signs in connection with a bona fide open house being conducted in an attempt to sell the condominium. The signs may be displayed only during the open house. [**amended 7/11/2011**]
5. Limited vehicle maintenance, including but not limited to: changing oil, oil filter, air cleaner, and spark plugs, is permitted. Residents performing such maintenance must clear and clean the area after performing such work, including absorbing and disposing of any oil spills, grease, and any and all other debris. The debris, including used oil, must be taken to the New Berlin recycling location. No major repair of any kind may be performed on any vehicle on the property.
6. Per National Fire Protection Association Standards and the City of New Berlin Fire Department, no grills or smokers are allowed on upper balconies, lower unit patios, or common areas of the Willows Property. Grills and smokers can be used on the owner's driveway in front of the garage at least **10 feet** from the structure (garage/building walls). Grills and smokers should be stored inside the unit's garage when not in use. See the New Berlin Fire Department Grill Statute letter under the "Shared Documents → Governing Documents" folder on the Willows online portal.

7. Condominium Association Hot Works Policy. The purpose of this Hot Works Policy is to reduce the risk of fire, property damage, and personal injury resulting from any activities involving heat, flame, or sparks. This policy applies to all contractors, vendors, maintenance personnel, and owners performing work on Association property. Compliance with this policy is mandatory.
    - Definition: Hot Works include welding, cutting, brazing, soldering, torch-applied roofing, grinding, metal cutting, and any activity that generates sparks or intense heat.
    - Requirements:
        - No Hot Works may be performed without prior written authorization from the Association.
        - Contractors must maintain proper insurance and provide Certificates naming the Association and property manager as Additional Insureds.
        - A Hot Works Permit must be completed each day work is performed.
    - Permit Requirements: Contractors must inspect the site, remove combustibles within 35 feet, maintain fire extinguishers, protect alarms, and ensure all personnel are trained.
    - Fire Watch: A Fire Watch is required during Hot Works and for at least 60 minutes after completion, performed by trained personnel with no other duties.
    - Responsibility for Damage: Any damage arising from Hot Works is the responsibility of the contractor, vendor, or owner performing the work. The Association may pursue reimbursement for all related damages.
    - Non-Compliance: Non-compliance may result in stop-work orders, fines, loss of contractor authorization, or insurance consequences.
    - Effective Date: This policy is effective immediately upon approval of the Board of Directors. [**amended 4/21/2026**]
8. Television antennas and satellite dishes. The first step in the installation of an antenna or satellite dish is to obtain the approval of the association PRIOR to the installation of the equipment. The satellite dish is property of the current owner – not the condo association. Therefore, the retention or removal of the equipment is the responsibility of the CURRENT owner. The CURRENT owner must restore the antenna or dish installation site to its original condition. The installation of satellite dishes or other types of outside antennas will be allowed only on the owner's garage roof. If the owner can't get a signal from their garage, this is not the association's responsibility to allow placement on any other area of the roofs. The owner will be responsible for any maintenance of repair that is impacted by the installation, maintenance or use of this equipment. [**amended 6/10/2018**]
9. Late Maintenance Fees
    - An owner will be notified when they are one (1) month in arrears of paying their maintenance fees.They will receive a letter from Elite Properties requesting how and when payment will be made. If no information is received, it will be at the Board of Director's discretion if a lien will be placed on their property. If a lien is to be placed, it will be done at the Waukesha County Courthouse. [**amended 6/10/2018**]
    - Starting July 1, 2020, a late fee of $25 will be charged to all unpaid monthly dues not received by the fifth (5th) of each month. [**amended 5/20/2020**]

V. Enforcement and Violation Penalties:

A. Violations may be reported by an owner or resident to:

i. The New Berlin Police Department, if the violation is an infraction of a City ordinance or any other law.

ii. The Willows Condominium Association Board of Directors.

B. A violation reported to the Board of Directors must be in writing and must contain the following:
    i. Name of offender and address, if known.
    ii. The violation observed and brief description thereof.
    iii. Time and place of occurrence or, if a continuing violation, the time or times of observance of the occurrences.
    iv. Name, address, and telephone number of the reporting owner or resident.

C. Upon receipt of a complaint, the Board of Directors shall attempt to resolve the matter by:
    i. Obtaining voluntary payment of an appropriate fine as per the Penalties Section of these rules, and/or
    ii. Obtaining voluntary correction of the violation, and/or
    iii. Any other solution to which the complainant, the alleged offender and/or the Board of Directors agree.

D. If the Board of Directors is unable to resolve the matter, the matter shall be submitted to the Grievance Committee.

E. Grievance Committee rules and procedures:
    i. The Grievance Committee shall consist of a member of the Board of Directors, who will act as the Chairperson, and six (6) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.
    ii. Each member at large shall serve for one (1) year.
    iii. For any grievance hearing, the Chairperson and three (3) of the six (6) members at large shall serve. A majority vote of the Committee will determine the action and decisions of the Committee. The Chairperson shall not cast a vote except to break a tie.
    iv. Members serving on any Grievance Committee must not be directly or indirectly involved in the specific dispute at hand.
    v. Upon receipt by the Grievance Committee of a grievance, the Chairperson shall proceed as follows:
        1. A letter shall be sent by certified mail, return receipt requested, informing all parties:
            a. Of the time, place, and date of a hearing before the Grievance Committee.
            b. Of the right to counsel.
            c. That evidence shall be received and a record made whether or not the party complained against attendees.
            d. That, if found in violation, a fine may be imposed in accordance with the Penalties Section, plus costs and actual attorney fees by the Association.
            e. That any such fine imposed may be secured by filing a lien against the subject unit as prescribed by law.
        2. The hearing shall be divided into two (2) sections:
            a. The hearing.
            b. The determination and decision.

The Hearing Section shall be open to only the Committee, Board of Directors, the parties involved, their attorneys and witnesses.

The Determination and Decision Section of the meeting shall be open only to the Committee. The decision will be rendered in writing to concerned parties within five (5) business days of the hearing.

3. If the complainant, or their representative, fails to appear at the hearing without a valid reason acceptable by the Committee Chairperson, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.
4. If the alleged offender fails to appear, the complainant must prove their grievance and no presumption can be made against the alleged offender for non-appearance.
5. The burden of proof shall be on the complainant to prove the grievance by the preponderance of the evidence.

vi. The decision of the Grievance Committee is final.

F. Penalties:

Each violation of the Rules and Regulations, Bylaws or the Condominium Declaration shall be punishable by all means set forth in the Bylaws, Condominium Declaration, or any law and/or by one or more of the following:

i. A written reprimand.
ii. A fine with the amount to not exceed $50.00, plus administrative costs of $10.00, plus $5.00 per day that the violation persists, plus reasonable attorney fees.
iii. By the Association removing or correcting the violation, the cost of which, including reasonable attorney fees, shall be borne by the owner.

In the event the fines and costs, or the costs incurred by removal or correction, shall not be paid within 30 days, the payment may be secured by filing a lien against the unit of the offender, as prescribed by law. A fee of $1.00 per day shall be imposed for every day beyond 30 days the fine and costs remain unpaid. A check returned for insufficient funds will result in an additional $25.00 fee and require that the fine, costs, and fees be paid by certified check.

G. Interest Affected:

All owners shall be responsible for all actions of their guests, tenants, and tenants' guests. In the case of the alleged offender being a tenant, a copy of all notices shall be mailed by certified mail to the owner of the unit affected; and the owner shall be entitled to attend the hearing and present evidence as prescribed above.

H. Remedies Non-Exclusive:

The provisions of these rules and regulations shall in no way limit or restrict any other remedies or rights as set forth in the Condominium Declaration or the Condominium Act of the laws of the State of Wisconsin (Chapter 703) and shall not be exclusive, but shall be in addition to all other remedies provided by the Condominium Declaration and the laws of the State of Wisconsin.