

**KAITLIN WOODS CONDOMINIUMS
RULES AND REGULATIONS**

UPDATED NOVEMBER 29, 2022

**ARTICLE I
VARIANCES TO RULES AND REGULATIONS**

- 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.

**ARTICLE II
ASSESSMENT AND ASSESSMENT COLLECTION**

- 2.1 The regular monthly assessments 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 any installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the special assessment.
- 2.3 Any fines, penalties, or other charges assessed against a Unit Owner shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the fines, penalties, or other charges.
- 2.4 All payments received will be applied to the oldest amounts due on record—first to any late fees, interest, attorneys' fees and costs, and then to the assessment or fine balance. 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).
- 2.5 The actual date of the Association's receipt of a payment, as reflected on the ledger of the Association, shall control as to the date that payment was made.
- 2.6 In the event a Unit Owner ever submits a payment which is thereafter returned for any reason (e.g., insufficient funds or account closed), the Unit Owner shall be automatically assessed \$50.00, or the actual costs incurred by the Association as a result of the return of a unit owner's payment, whichever is greater.
- 2.7 No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association, unless the statement is written in "red," the check or payment instrument is mailed to the attention of the Board of Directors and the reduced payment amount is accepted by motion of the Board of Directors. However, if the Unit Owner has knowledge that the account has been referred to legal counsel for collection, then the payment must be mailed to the Association's attorney pursuant to paragraph 2.11 below.

- 2.8 A late fee of \$50.00 shall be assessed against a Unit owner for any payment not received by the Association by the tenth (10th) day after its due date. This late fee assessment shall be made upon each failure by the Unit Owner to remit good and timely payment of any assessment or installment thereof. In addition, unpaid assessments will incur interest at a rate of 1.5% per month (18% per annum) until paid.
- 2.9 The basic collection system of the Board shall be as follows:
- a. At 15 days past due, a board member or the property manager may call the delinquent owner;
 - b. At 30 days past due, a past due notice may be sent;
 - c. At 45 days past due, a second past due notice may be sent; and
 - d. At 60 days past due, the matter may be referred to the attorney for collection.
- 2.10 An administrative fee of \$100.00 shall be assessed against a Unit Owner when a matter is turned over to the Association's attorneys for collection. The Unit Owner is responsible for all costs and actual attorneys' fees incurred by the Association in connection with collecting the Unit Owner's past due balance.
- 2.11 Once a Unit Owner is notified or becomes aware that its account has been referred to legal counsel, then all future payments, until the account is current, must be submitted to such legal counsel for proper application of same, unless the Association's attorney directs the Unit Owner in writing to pay in some other manner. Unit Owners in collection will not receive further statements from the Association's property manager, and their online access to their account balance will be suspended until their account is brought current.

ARTICLE III USE OF PREMISES

- 3.1 The Units, pursuant to the Declaration 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.
- 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 residents or which interferes with the peaceful possession or proper use of said property by the residents.
- 3.3 No flagrantly immoral, improper, offensive 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.
- 3.6 No Unit Owner shall hold a rummage/garage sale without prior written approval of the Board. The Board may elect to hold an annual rummage sale for all owners to participate in.
- 3.7 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 decorate their units for an appropriate holiday. Holiday decorations need to be removed within fifteen (15) days following the holiday. Nails/screws or other such items may not be used in hanging decorations. No Unit Owner may erect, post or display posters, flags, 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 that a Unit Owner may erect or post a temporary sign of customary and reasonable dimension relating to the open house of a Unit for sale or lease (not a "FOR SALE" sign). The exception to this statement is that a well-maintained United States Flag may be displayed, with a pole not exceeding 72 inches in length, and the flag no larger than 36 inches by 60 inches may be attached to the patio/deck posts or elsewhere with advance written permission of the Board, and signs that support or oppose a candidate for public office or referendum question may be displayed to public view from a unit as long as the sign is no more than 24 inches by 24 inches in size, is placed no more than sixty (60) days prior to the pertinent election or vote, and is removed within seven (7) days of the pertinent election or vote. Where consent of the Board of Directors is obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules and regulations applicable thereto. "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.
- 3.8 No unit owner may make any structural changes to a unit without prior written board approval.

ARTICLE IV

NON OWNER OCCUPIED UNITS

- 4.1 In addition to complying with the provisions of the other Condominium Documents related to the leasing of Units, all agreements pursuant to which a Unit Owner shall lease his or her Unit, or any portion thereof, to a third party shall comply with the following:
- a. Leases shall be in writing, substantially in the form approved and provided by the Association (the lease form from Wisconsin Legal Blank), and shall be signed by all parties thereto;

- b. Leases shall not be for a term of less than one (1) year;
- c. Leases shall contain the following acknowledgments:
 - (i) That prior to the execution of the lease, the Unit Owner has delivered to the tenant copies of all of the Condominium Documents;
 - (ii) That all tenants, joint and severally, agree to be bound by and to comply with all of the provisions of the Condominium Documents; and
 - (iii) That all parties acknowledge and agree that the Association has the right to commence or require that the Unit Owner commence eviction proceedings against the tenant in accordance with Wisconsin law in the event tenant defaults under the terms of the Lease agreement or fails to comply with the provisions of the Condominium Documents.
- d. If a Unit Owner uses a lease inconsistent with the requirements of Section 4.1(a) to lease his or her Unit, the following requirements apply:
 - (i) Before the execution of the lease, the Unit Owner must provide said lease to the Board for approval;
 - (ii) Unit Owner will be responsible for the cost to have the Association's attorney review, and, if necessary, revise said lease and will be assessed fees equal to those costs.

4.2 Any Unit Owner who plans to lease his or her Unit shall follow the following procedure when selecting a tenant:

- a. Prior to entering into a written lease with a prospective tenant, a Unit Owner shall conduct, at his or her sole expense, which may be passed on to the applicant as provided under Wisconsin law, a criminal background check and shall obtain a rental history. Unit Owner shall present written evidence of such screenings to the Board together with his or her Rental Notice (as that term is defined herein).
- b. Within five (5) days of entering into a written lease with a tenant (a "Tenant"), a Unit Owner shall submit a written notice to the Board, in a form determined by the Board in its sole discretion and made available to Unit Owners (a "Rental Notice"), notifying the Board that such Unit Owner plans to rent his or her Unit, which shall include, without limitation, the following information:
 - (i) The names and current contact information for the Tenant(s), a list of all individuals who will be occupying the leased Unit, and any other information reasonably requested by the Board;
 - (ii) A true and correct copy of the fully executed written lease between the Unit Owner and the Tenant; and

- (iii) Evidence of the screening required by Section 4.2(a), above.
- c. Any Unit Owner who fails to submit a Rental Notice to the Board in accordance with Section 4.2(b), above, shall be subject to a fine of up to \$500, as determined by the Board in its sole discretion. The imposition of such fine shall be in addition to any other remedies available to the Board under these Rules.
- 4.3 A Tenant must submit an application consistent with the requirements of Article X to have an animal in the Unit. No Tenant shall be permitted to keep a dog in a Unit; provided that, however, exceptions will be made for assistance dogs for disabled Tenants. All other animals are subject to Board approval as set forth in Article X.
- 4.4 Any Unit Owner who leases his or her Unit, or any portion thereof, shall be responsible for any violation or non-compliance of the Unit Owner's tenants with the Condominium Documents.
- 4.5 Any Unit Owner who fails to comply with any of the provisions of this Article will be subject to fines as set forth in Article XII until such time as the tenant vacates such Unit Owner's Unit.

ARTICLE V SECURITY

- 5.1 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.
- 5.2 All Unit Owners or occupants of Owners' Units shall notify the Association of the Owner's or occupant's intention to be absent from the Unit for a period of two (2) weeks or longer. No Owner or occupant shall allow newspaper or other items to accumulate which would indicate the Owner or occupant's absence from the Unit.
- 5.3 Each Unit Owner shall be responsible for maintaining not less than one (1) fully operational smoke detector and carbon monoxide detector on each floor of their Unit at all times. The Unit Owner who fails to comply with this provision shall assume the responsibility of any resulting damage(s) or' additional resulting damages caused by their non-compliance with this provision.

ARTICLE VI SANITATION

- 6.1 In addition to the provisions of Condominium Documents, the Common Elements shall not be obstructed, littered, defaced, damaged or misused in any manner.
- 6.2 All Unit Owners shall be responsible for adhering to any laws, ordinances, and/or rules pertaining to recycling as dictated by any Governmental, Quasi-Governmental and/or Association authority.

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 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 responsible for enforcement of the provisions of the Condominium Documents, all requirements or duties of the Association and/or officers (Board of Directors) shall be the requirements or duties of the management company so retained by the Association. All notices and/or requests to the Association shall be directed to the management company for presentation to the Board of Directors.

ARTICLE VIII PATIOS/BALCONIES/WALKWAYS

- 8.1 No items may be kept on an upper balcony which would drop anything on the balcony below it, or in any way disturb or prevent a neighboring Unit Owner from enjoying the use of their patio or balcony. A Unit Owner or occupant of an 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. Franklin City Grilling Ordinance does not allow open flame grills (i.e., gas, propane, charcoal) to be on a second story deck and any grilling on ground level must be at least 10 feet from any combustible item. Any fines received from the City of Franklin to the Association will be billed against the Unit Owner. In addition, fines from the Association may also be included.
- 8.2 Every Unit Owner or occupant who barbecues outside must be at least 10 feet away from the building and shall have a qualified, fully operational fire extinguisher available during any time the barbecue is in use.
- 8.3 No boxes, bicycles, carriages or other similar items shall be stored on the patios, balconies or walkways of the Units. Rubbermaid-style boxes for storage of chair cushions are allowed.
- 8.4 No clothes, sheets, blankets, rugs, laundry or other similar unsightly items shall be hung and/or displayed from the patios or balconies of the Units. In addition, no such items shall be placed in any Unit or on the Common Elements or displayed on or from any Common Elements or Limited Common Elements. No clothesline of any fashion or material shall be placed on the patios or balconies. No pools or slip and slides are allowed on the Property, and no bird/animal feeders or bird houses are allowed on the Property.
- 8.5 The following rule applies to any owner who installs a satellite dish, C.B., television, or other antenna. The rule does not apply to the extent that it conflicts with applicable law:

- a. Owners must notify the Board in advance of installing a satellite dish or antenna.
 - b. No satellite dishes or antennas may be placed in the common area. Satellite dishes shall be placed in the back of the Unit, on the patio/deck area.
 - c. In the event that adequate reception quality cannot be achieved by installation on the Unit's patio/deck, application may be made to the Board of Directors with a proposed alternative placement for the Board's review.
 - d. Satellite dishes shall be professionally installed, and may not be larger than 3 feet in diameter. Wiring for the dish must be installed through the back or side of the Unit and may not penetrate the buildings' masonry exterior. All wires must go through part of the "unit" as defined in Association Documents (windows, doors, door frames, etc.).
 - e. Satellite dish and wiring must be removed upon termination of service or sale of the Unit, whichever occurs first, and any common or limited common area affected during removal must be returned to its original condition at owners' expense within thirty (30) days after removal. If the seller does not pay for the expense, the buyer (new Unit Owner) will be responsible for the cost.
- 8.5 Unit Owners may not re-landscape and/or decorate any bedding area(s) without prior written consent of the Board. Unit Owners may plant flowers and/or flowering plants in the common bedding areas. Plantings shall be placed a sufficient distance from the face of the buildings to prevent plant material from remaining in permanent contact with the building. No climbing vines or flowers are permitted. Unit Owners who plant in the common beds assume the responsibility of upkeep and maintenance of planted items. No vegetable gardens will be allowed.

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 other Condominium Documents.
- 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. In addition, there shall be no use of any grill, barbecue, cooking stove or the like inside the garage area.
- 9.3 Cooking, sleeping and/or residing in any vehicle, whether temporary in nature or otherwise, is prohibited in all areas of the condominium property.
- 9.4 From April 1st to November 1st, each unit will be allowed to park one vehicle in front of their garage overnight, provided it is not parked by a sidewalk. From November 1st to April 1st, no overnight parking is allowed on driveways and overnight street parking will

be allowed only on the side of the street that does not have mailboxes. Vehicles must be moved daily. No parking, either during the day or at night, is ever allowed in turn arounds, as it blocks garage access. Certain common area parking spots will be designated for guest parking, but not for overnight parking by anyone without Board approval.

- 9.5 No vehicle of any type, which cannot be moved on a daily basis, shall be parked in any of the condominium parking areas, and every vehicle parked in the condominium parking areas must be registered with a valid license plate. No repair and/or maintenance of a vehicle(s), shall be allowed on any of the Common Elements or Limited Common Elements of the condominium. Such repair and/or maintenance may only be done in a Unit Owner's garage.
- 9.6 No Unit Owner or occupant of a Unit Owner's Unit shall park any vehicle in the limited-common assigned parking area of another Unit Owner without the prior permission of the other Unit Owner.
- 9.7 No vehicle shall travel at a rate of speed in excess of fifteen (15) miles per hour in any parking or drive area of the condominium complex.
- 9.8 Condominium By-Laws prohibit the extended parking of a vehicle on condominium (common) property. Any Unit Owner who should encounter a 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 seven (7) days must 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:
 - (i) Length of parking permit requested;
 - (ii) Reason for the request;
 - (iii) Name of Unit Owner and name of vehicle owner;
 - (iv) License plate number;
 - (v) Make/model/year of vehicle.
 - i. The application will be reviewed by the Board who will make decisions on a per case basis.
- 9.9 Every garage door of a Unit shall be kept closed as much as possible. Each Unit Owner shall keep the garage door of the Unit closed, except when opening the garage door, temporarily, is necessary for moving vehicles, storing materials, or cleaning the garage.

ARTICLE X ANIMAL POLICY

- 10.1 Written Board approval is required prior to Unit Owners purchasing a domestic animal. Animals may be permitted subject to such height, weight and other restrictions, as the Board of Directors deems reasonable in their sole discretion. The Board will not consider any dog over forty-five (45) pounds. Any dog currently permitted as of the date of the original resolution of this animal policy will not lose its permitted status by reason of this resolution. Upon death or relocation of current animal, any future replacement must adhere to this policy. Unit Owners may have one (1) dog, or two (2) cats, or one (1) dog and one (1) cat.
- 10.2 Upon approval and purchase, an Animal Rider must be provided to the Board with a picture of animal(s). Such Rider(s) are not assignable except to co-residents of the Unit in which the original applicant resides. Each Rider shall be signed by the President or his/her designee and shall contain the following information:
- a. Name and Unit number of the permit holder;
 - b. A description of the animal being licensed thereunder including but not limited to animal name, size, color, license number.
 - c. The date of issuance;
 - d. A statement that the Rider is a revocable license; and
 - e. An agreement (to be executed by the animal owner) to be bound by the terms of all animal policies.
- A Rider shall be effective when signed by appropriate parties and a copy signed by the animal owner is placed on file with the Association. The President may designate a standard form of Rider.
- 10.3 No permitted animal shall be permitted on the Common Elements unless on a leash and within the control of a person. Other animals shall not be permitted on the Common Elements.
- 10.4 Animal owners shall be responsible for the proper and immediate disposal of the animal's waste without regard to their control over the animal at the time or location of the waste. The use of "potty patches" and similar items within a Unit or on Common Elements property is not allowed.
- 10.5 Animal owners are responsible for the behavior of their animal and any handler thereof.
- 10.6 Animals shall be housed exclusively within Units in which such animals are permitted under this policy.

- 10.7 Animals shall be licensed by the City if required and a copy of such license shall be furnished to the Association upon request of the Board.
- 10.8 All animals 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.
- 10.9 All dogs must be spayed or neutered. Not more than one (1) dog shall be permitted in each unit.
- 10.10 All cats must be spayed or neutered. No more than two (2) cats per Unit.
- 10.11 If the Board designates an area of the Common Elements as an “animals area,” then animals shall be exercised only within this area. Such designation shall not operate to diminish the permit holder’s responsibility under this Article. As of the date of these revised Rules there is no area designated as such.
- 10.12 Each Animal Rider is a revocable license and may be revoked following notice at the option of the Board, for any reason 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 animal owner shall dispose of the animal within a reasonable period of time. 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 Condominium Documents and other covenants, conditions or restrictions adopted by the Board committed by such Unit Owner, as well as any individual of the Unit Owner’s household, any occupant of the Unit Owner’s Unit, including a tenant, or any guest or visitor of the Unit Owner or of the occupant of the Unit Owner’s, which violations and/or noncompliance shall be treated as the violation and/or noncompliance of the Unit Owner.
- 11.2 All Unit Owners and occupants of Unit Owner’s Units shall report, in writing, any alleged violation of or non-compliance with Condominium Documents, as well as other covenants, conditions or restrictions adopted by the Board, as required hereunder.
- 11.3 Upon the Board’s receipt of information regarding an alleged violation of or non-compliance with any of the Condominium Documents, as well as other covenants, conditions or restrictions adopted by the Board, by any Unit Owner, the Board or the Property Manager under the direction of the Board, shall furnish written notice to the Unit Owner by personal or electronic 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 fourteen (14) days after receipt of said notice, fails to demand a hearing on the alleged violation as set forth below by written notice, the Board shall assess the fine specified in the publication of the 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, may request a grievance hearing as set forth below.
- 11.5 The notice furnished by the Board, or the Property Manager, informing the Unit Owner of the alleged violation or non-compliance shall contain 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 correct the violation(s) and state requirement of written intent to correct be made to the President within seven (7) days;
 - g. information regarding the Unit Owner's right to demand a grievance hearing;
 - (i) the Unit Owner has seven (7) days in which to make his or her demand; such demand must be in writing;
 - (ii) such demand must be made upon the President/Board and/or the management company;
 - (iii) failure to make such demand within the required period shall constitute a waiver of the right and consequently the stated fine, if any, will be assessed against the Unit Owner, together with any cost and actual attorney fees incurred, and shall constitute an assessment upon the Unit Owner's Unit.

ARTICLE XII ENFORCEMENT AND GRIEVANCE PROCEDURE

- 12.1 The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):
- a. **A WRITTEN WARNING for a Unit Owner or resident's first violation** of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents.
 - b. **FIFTY DOLLARS (\$50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents (or for the violation that

remains after the Unit Owner has received the warning letter discussed in Section 12(a) above). The second violation does not need to be the same violation as the first violation in order for the \$50 fine to be assessed.

- c. **ONE HUNDRED DOLLARS (\$100.00)** shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.
- d. Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS (\$500.00)** shall be assessed for each violation of the Condominium Documents, when in the sole 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 resident's or Unit Owner's non-compliance with the Condominium Documents.
 - 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 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. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the unit owner's mortgage company in which the Association is a named defendant, the Association shall 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.**

12.4 Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within

fourteen (14) calendar days of the notice of the violation or fine. If no demand is made fourteen (14) calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

12.5 **GRIEVANCE COMMITTEE RULES AND PROCEDURES:**

- a. The Grievance Committee shall consist of three (3) 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 or family members.
- b. The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be *ad hoc* and appointed on an as-needed basis by the Board of Directors.
- c. For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.
- d. Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.
- e. Upon receipt by the Grievance Committee of a grievance, the matter 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 attends.
 2. The hearing shall be divided into two (2) sections:
 - a. The hearing.
 - b. The determination and decision.
 3. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.
 4. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered

in writing to all concerned parties within five (5) business days of the hearing.

5. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.
 6. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.
 7. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.
- f. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:
1. The award was procured by corruption, fraud or undue means;
 2. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;
 3. The member of the Grievance Committee was guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear pertinent evidence and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;
 4. The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

ARTICLE XIII MISCELLANEOUS

- 13.1 Professional decorum is expected in all Association meetings and meetings of the Board. Any meeting attendee who engages in disruptive behavior will be given a verbal warning by the Board. If disruptive behavior continues, the Board will request that the meeting attendee leave the meeting. A fine in an amount set forth above will be assessed on a meeting attendee who refuses to leave after the Board's request.

ARTICLE XIV ANTI-DISCRIMINATION ANTI-HARASSMENT POLICY

The Association is a Fair Housing provider under the Federal Fair Housing Act. As such, the Association is committed to providing a living environment free from discrimination and harassment that is based on an individual's race, sex, age, religion, disability, color, national origin,

military status, marital status, parental status, sexual orientation, or gender identity/expression. This Anti-Discrimination Anti-Harassment Policy (“AD-AH Policy”) is intended to implement this commitment.

This AD-AH Policy is intended to apply to every owner, resident, and guest at the Association, as well as every employee or agent of the Association. Violation of this AD-AH Policy may result in disciplinary action up to and including termination if the violator is an employee/agent of the Association, or penalties, including fines, if the violator is an owner/resident within the Association.

The Policy of the Association

It is the policy of the Association that discrimination of any kind based on an individual’s race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression is prohibited.

It is the policy of the Association that harassment of any kind based on an individual’s race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression is prohibited.

- a. For purposes of this AD-AH Policy, prohibited harassment includes both “quid pro quo” and “hostile environment” harassment.

“Quid pro quo” harassment is an unwelcome request or demand to engage in conduct, as a condition of providing services or facilities. Quid Pro Quo Harassment might also arise when a person’s access to services or facilities is interfered with because of a failure to submit to demands. Commonly, quid pro quo harassment involves an adverse action that occurs after unwelcome sexual advances are rejected by an owner/resident, or sexual favors are required for an Association service or access to an Association facility which would otherwise be available to the owner/resident.

”Hostile environment” harassment is defined as unwelcome conduct that is sufficiently pervasive or severe as to interfere with the providing of or enjoyment of services or facilities. Hostile Environment Harassment only applies to harassment based on a protected class (sex, religion, race, color, familial status, national origin, or handicap), and the harassment must be on the level of interfering with housing/living environment to be actionable under this AD-AH Policy.

- b. For purposes of this AD-AH Policy, prohibited harassment described above includes insults, jokes, slurs, and other verbal or physical conduct relating to or based on an individual’s race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender

identity/expression that has the purpose or effect of unreasonably interfering with an individual's living environment, or creating an intimidating, hostile, offensive, or demeaning living environment.

It is the Policy of the Association that any retaliation predicated on the fact that an employee/agent or owner/resident of the Association in good faith reported an AD-AH Policy violation or suspected violation, or in good faith participated or aided in the Association's investigation of an alleged AD-AH Policy violation, is prohibited.

Application of This AD-AH Policy

- It is a violation of this AD-AH Policy to discriminate against another individual on the basis of his or her race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression.
- It is a violation of this AD-AH Policy to harass another individual on the basis of his or her race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression.
- It is a violation of this AD-AH Policy to retaliate against an employee/agent or owner/resident of the Association on the basis of the fact that he or she in good faith reported an AD-AH Policy violation or suspected violation, or in good faith participated or aided in the Association's investigation of an alleged AD-AH Policy violation.
- This AD-AH Policy applies to *all* employees and agents of the Association, including contractors/vendors hired by the Association, and property management personnel.
- An employee/agent who violates this AD-AH Policy is subject to discipline, up to and including termination.
- An owner/resident who violates, or whose guest violates this AD-AH Policy is subject to penalties, including but not limited to fines.

Procedures

Any employee/agent or owner/resident of the Association who believes he or she has been subjected to, or has witnessed, actions that constitute a violation of this AD-AH Policy promptly must report the matter to the Board of Directors. The individual reporting should not wait until the action he or she believes is a violation of this AD-AH Policy becomes severe or pervasive.

The Association's Board of Directors will timely investigate any report of an alleged violation of this AD-AH Policy and, where appropriate, take appropriate corrective action.

To the extent possible, the Association will protect the confidentiality of allegations of AD-AH Policy violations and of documents created or obtained that concern an investigation into an allegation of an AD-AH Policy violation.

ARTICLE XV
GENERAL PRINCIPLES

- 15.1 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 occupants of the Unit Owner's Units, including family members, visitors and guests. 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 from time to time.
- 15.2 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.
- 15.3 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.
- 15.4 Any capitalized terms used herein which are not specifically defined shall have the meanings given to them in the Condominium Documents.