

Rainbow Lake Homeowners Association, Inc.
Board Meeting Minutes
October 14th, 2013

Motion

That the Association revised its Rules and Regulations effective today such that they read as set forth in the attached document to be effective on January 1st, 2014, upon the property manager mailing the new Rules and Regulations to each Unit Owner at least 10 days prior to the effective date.

The Motion was seconded by Janet O'Brien.

After discussion, the Motion passed by a vote of 3 in favor and 0 against.

Rainbow Lake Rules and Regulations

ANIMALS	1
BALCONIES, PATIOS & GARAGES	2
BUILDING EXTERIORS	3
GENERAL	4
GENERAL GROUNDS	6
PARKING AND TRAFFIC	8
LEASE OF CONDOMINIUM UNITS	10
CONSTRUCTION RULE	11
ENFORCEMENT, VIOLATION, PROCEDURE & ATTORNEY FEES	15

Animals

1. Animals shall be properly licensed and tagged as required by the ordinances of the City of West Bend
2. All West Bend ordinances relating to animals are hereby incorporated as part of these Rules.
3. Any resident or Owner in violation of the Rules relative to any particular pet on more than three occasions or any pet creating a nuisance or disturbance shall be removed from the unit and all Association property upon three (3) days written notice from the Association.
4. No pets shall be allowed to roam at large within the developed common areas.
5. Each unit owner or resident shall immediately reimburse the Rainbow Lake Homeowners Association for any expenditures incurred in repairing or replacing any part of the common elements in any manner damaged by the pets.

Approved by the Board of Directors 10/14/2013

Rainbow Lake Rules and Regulations

6. All pet waste must be immediately picked up and properly placed in a trash bag and properly dispose of, in a trash container.
7. No animal shall be left unattended on any balcony, patio or any common element.
8. No animals shall be tied, chained or staked to a building, grounds, plantings or other common element item, placed in a cage upon common elements or left unattended outside a unit at any time.
9. Owners or residents who place feeders are required to keep area around the feeder clean.
10. The Association can require the removal of any bird feeder at any time at the cost of the Owner or resident who placed the bird feeder. Any bird feeder placed, must be removed at the time the resident or Owner vacates the unit.

Balconies, Patios & Garages

1. Hanging and/or mounting objects on any common area of the building is prohibited.
2. Drying of laundry, carpeting, rugs or clothing on balconies and patios or over the balcony railings is prohibited.
3. Owners or residents may put containerized flowers and plants on their balcony or patio so long as such plants do not obstruct the view of any other owner.
4. Balcony or patio pots or planters must sit in a water retention saucer so as to not damage the wood or mar the cement.
5. Planters on any balcony railing must be specifically manufactured for that purpose so as to not create any safety hazard.
6. Natural gas and charcoal grills are prohibited.
7. In accordance with the City of West Bend Fire Department, the National Fire Protection Agency and the International Fire Code the following shall apply:
 - a. West Bend Fire Code 5.220(2)(b) "1. No hibachi, gas fired grills, charcoal grills or other similar devices used for cooking, heating, or any other purpose may be used on any balcony above ground level. Electric ranges, electric grills or similar electrical apparatus approved by Underwriter's Laboratory may be stored and used on balconies above ground level."

Rainbow Lake Rules and Regulations

- b. Recreational fires shall not be allowed.
 - c. The use of fire pits, torches and other similar forms of recreational fires are not allowed.
8. High-pressure storage tanks that contain highly combustible gases, such as oxygen or acetylene, are prohibited anywhere at the Association, including in the garages, buildings or common elements. The sole exception to this rule are oxygen tanks that are used for medical purposes.

Building Exteriors

- 1. Erecting or installing an antenna or anything else, other than holiday lights as set forth below, on the exterior of a building or common element is prohibited absent the written consent of the Board.
- 2. Each Owner or resident shall immediately reimburse the Association for any expenditure incurred in repairing or replacing any part of the building common element in any manner damaged by him/her, any member of his/her family, any tenant, any employee or any other user or occupant of his/her unit.
- 3. Holiday lights are permitted on balcony railings after Thanksgiving and must be removed by January 31st each year. Other holiday decorations shall not be put up more than two weeks before the holiday and must be removed within 2 weeks of the holiday.
- 4. Holiday trees shall not be put out for garbage pickup and must be taken off of the property by the resident.
- 5. Seasonal decorations are not permitted to be attached to the exterior of the building. No nail, tacks or screws or any other method of attachment are permitted.
- 6. In order to provide safety and security, it is the responsibility of the Owner or resident to maintain the exterior lighting located at their individual patio, balcony or garage entrances to their unit. Only maintenance required is replacing any burned out light with a light blub with the proper wattage for the fixture. Any unit owner that does not take responsibility to replace their burned out light bulbs, will be assessed for the cost of association maintenance to take care of the light bulb.

Rainbow Lake Rules and Regulations

General

1. If an owner of a unit intends to leave such unit for a period of more than one (1) month, such owner shall notify the Management Company prior thereto of their forwarding address and a telephone number where they can be reached.
2. No noxious, destructive or offensive activity shall be carried out in any unit or in the common elements, including the use of Hi-Fis, stereos, musical instruments, televisions, or radios at such time or in such volume as to be objectionable to any other person.
3. Noise. No person shall make or cause to be made any loud, disturbing or unnecessary sounds that annoys or disturbs a person of reasonable sensibilities between the hours of 10:00 PM and 7:00 AM.
4. Consistent with the noise ordinances, the use of clothes washers, clothes dryers, dish washers and vacuum cleaners is prohibited between the hours of 10:00 PM and 7:00 AM.
5. Unit Owners are responsible for all residents, tenants, guests and invitees complying with the Association's Declaration, By-Laws and these Rules and Regulations. Any violations by tenants, subject to Section 703.24 Wis. Stat., guests or invitees will be assessed to the Unit Owner.
6. West Bend Fire Department semi-annual inspection of Association property.
 - a. The West Bend Fire Department randomly surveys the Association property twice every year for full compliance with the Wisconsin State Fire Code and West Bend Fire Department Regulations.
 - b. Any resident or Unit Owner who fails to comply fully with all aspects of the law which results in a citation or charge against the resident, Unit Owner or Association, shall be solely responsible for the fine as well as subsequent penalties resulting from any noncompliance.
7. Storage of any resident or guest property on the common element is not permitted, i.e., bikes, auto parts, appliances, gardening tools, garbage cans or bags, etc.
8. Dog houses or cages are not permitted.
9. Storage sheds are not permitted (excluding Association owned).
10. Permanent structures (clotheslines, posts, etc.) are not allowed.

Rainbow Lake Rules and Regulations

11. Permanent swing sets and slides are not allowed on common elements at any time.
12. Any damage caused to lawn, shrubs, or any common element by the Unit Owner, tenant, or guests, shall be repaired, at the option of the Association, either by the Association, but assessed to the Unit Owner and/or tenant, or by the Unit Owner or tenant within ten (10) days of notice by the Association. The Board must approve in writing any and all common element repairs prior to the repairs being made.
13. Common elements may not be altered without the prior written consent of the Board.
14. Portable and/or permanent sports/recreational fixtures and/or facilities are prohibited on all common element or limited common element within the Association. These include, but are not limited to: basketball backboards, street hockey nets, volleyball nets, etc. Organized sports/recreational activities (including but not limited to: pick-up football, basketball or baseball/softball games) are likewise prohibited.
15. Overnight tenting is prohibited on common elements. The drying or airing of tents must be done during daylight hours only. Tents must be removed by sundown.
16. No persons, other than contractors with the prior written consent of the Board or the Property Manager, are allowed on the roofs of the buildings.
17. Pest Control.
 - a. If any building in the Association requires the Board to direct a pest control service to find the source of reported pests, all residents shall allow the exterminator access to all areas the exterminator desires to solve the pest problem.
 - b. If a particular unit or units are determined by the Board to be the cause of the pest problem, its resident(s) shall pay all of the costs of correcting the problem. Any unit thought by the Board, in its sole discretion, to be potentially contributing to a pest control problem, shall immediately, upon notice from the Board, remove or solve the issue giving rise to the problem.
 - c. All residents shall fully and completely cooperate with the Board in allowing access to their units for investigation and extermination of pests. If any resident fails to completely cooperate and make his or her unit available after two reasonable attempts by the Board, that unit shall be conclusively determined to be the cause of the problem.

Rainbow Lake Rules and Regulations

General Grounds

1. Any landscaping or flower planting shall require the prior written consent of the Board of Directors.
2. Maintenance of all grass, shrubbery and trees shall be done by the Association's landscaper as directed by the Board of Directors.
3. Removing, adding or altering any planted flowers, shrubs, bushes or trees is prohibited without permission from the Board of Directors.
4. Use of any type of landscape mulch must be pre-approved in writing by the Board of Directors.
5. Any unit owner or resident seeking authority of the Board to install landscape mulch must provide enough mulch to cover the complete bedding area. If the bedding area is shared with another unit, that owner must approve the mulch installation in writing.
6. Trees and shrubs must be kept at a uniform height and shape and the installation of any tree or shrub must be pre-approved in writing by the Board.
7. Unit owner or resident is responsible for maintaining any plantings.
8. All plantings, once planted, become property of the Association.
9. Owner or resident planted flowers/plants must be removed or trimmed down by November 15th each year. The Board reserves the right to require any Unit Owner or resident to remove any planting at any time.
10. No clinging vines may be planted or maintained that adhere to the building or any part of the common element.
11. All seasonal plantings must be removed from the property no later than November 15th.
12. Any damage caused to the lawn, shrubs, etc. by resident or guest shall be promptly repaired by the resident. If not repaired within ten (10) days, the Association may hire a contractor to perform the repair and all costs and expenses, plus a \$50 administrative charge, will be assessed to the resident, in addition to any other remedies allowed under the condominium documents or the law.
13. Any unit owner who causes or allows any improvements to be constructed, installed, placed or altered on common areas prior to the approval of the Board of Directors may be required to remove such improvements at the unit owner's expense.

Approved by the Board of Directors 10/14/2013

Rainbow Lake Rules and Regulations

14. Unit owners that have been given individual trash and recycling containers must use them at all times.
15. **At the 4 family buildings only;** Trash containers must be stored in each unit's garage at all times except on or the day before the designated collection day. Containers must be removed from the collection site by 10 AM on the day following the collection day.
16. All garbage must be placed in sealed plastic bags and placed inside garbage cans for collection. Recyclables must be properly bagged to prevent items from being blown around.
17. It is the responsibility of the Unit Owner or resident to prevent any loose trash or recyclables from being blown by the wind.
18. Residents only are allowed to use the garbage pickup service. Unit Owners who do not reside at the Association are not allowed to bring items to the Association for disposition.
19. Large household items such as sofas, loveseats, dressers, refrigerators, stoves, washing machines, dryers, microwaves and hot water heaters shall not be placed outside of the building for garbage collection. If you wish to have items such as these disposed of, you must contact the Board or Property Manager to make appropriate arrangements. The resident must prepay the additional charge for these pickups.
20. For the trash dumpsters assigned to the 16 family units.
 - a. All items must be placed in their "properly marked" container.
 - b. Trash must be placed in container with lid closed.
 - c. Mixing of recyclables and trash is prohibited.
 - d. Cardboard boxes must be flattened and placed in the "properly marked" container.
 - e. Containers shall not to be used for the disposal of any business or major household goods such as mattresses, microwaves or furniture.
 - f. Unit owners or residents should contact the City of West Bend, Street Department, for information regarding the City's Recycling Yard .
21. Airing or drying of laundry, carpeting, rugs or clothing outside any unit is prohibited.

Rainbow Lake Rules and Regulations

22. Each unit owner or resident shall immediately reimburse the Association for any expenditures incurred in repairing or replacing any part of the common elements in any manner damaged by him/her, any member of his/her family, any tenant, any employee or any other user or occupant of his/her unit.
23. Individual owner or resident rummage, garage or estates sales are prohibited.
24. The Association may schedule two community weekend rummage sales; one in the spring and one in the fall. The Board of Directors shall set the dates and times for the rummage sales.

Parking and Traffic

1. The Board of Directors or the Management Company may grant a case-by-case exception of the parking and traffic rules and regulations.
2. Only unit owners or residents and their guests may park in the designated parking areas. No parking allowed on any common area grassy areas.
3. Parking is prohibited on common element driveway approaches to assure that there will always be adequate room for the passage of emergency vehicles and the removal of snow.
4. Owners or residents and their guests may only park outside on the aprons just in front of a unit's garage.
 - a. NO MORE THAN TWO VEHICLES are allowed to be parked in these areas.
 - b. Persons using such parking areas shall, at reasonable times, for a reasonable period and upon reasonable notice (not more than 24 hours is necessary), remove their vehicles to permit the parking areas to be repaired, resurfaced, repainted, striped or to permit cleaning or removal of snow or for other similar purposes.
 - c. A weather forecast of 2 inches or more of snow constitutes a reasonable notice. There should be no parking on the street if 2 or more inches of snow is forecasted. Owners and residents must park in their garages and guest in the designated common element parking areas. Parking on the street can resume after snow removal has been completed.

Rainbow Lake Rules and Regulations

5. Unit Owners or residents may be fined and/or assessed for any additional plowing/clean-up fees charged by a snow removal contractor if the unit owner or resident fails to comply with the parking rules relating to snow.
6. Unit Owner, resident and guest vehicles shall not block access to or exit from another unit or approach to another unit.
7. Parking or storing a mobile home, camper, trailer, semi-trailer/cab, motorcycle, moped, motorized bicycle, boat, boat trailer, snowmobile, ATV, jet ski, off road motorcycle or any other type of recreational vehicle in the designated common element, including driveways, is prohibited.
8. Areas designated as "guest parking" are to be used by invited guests of residents only. Unit Owners and/or tenants are not to use guest parking as long term parking of extra vehicles at any time.
9. Any vehicle parked in a fire lane, parked in front of a fire hydrant, no parking area, or parked on sidewalks or grass area may be towed at the resident or Unit Owner's expense, without notice to the resident or guest. In addition, the resident or Unit Owner may be fined by the Association.
10. Vehicles may be fined and/or towed, without notice to the owner or resident, for the following violations, in addition to any other specifically mentioned in the condominium documents:
 - a. Parked in another resident's driveway without their written permission
 - b. Parked behind other vehicles or obstructing the use of other vehicles
 - c. Parked in front of fire hydrants, on grassy areas and sidewalks
 - d. Parked on Association property while not currently licensed or operable i.e. expired sticker on plate, no plates or no applied for sticker on back window.

The towing company will be called and the vehicle will be towed without notice to resident or guest. All charges must be paid prior to the towing company releasing the vehicle.

Rainbow Lake Rules and Regulations

Lease of Condominium Units

1. All leases for rental of condominium units shall be for a period of one year or longer, in writing.
2. All leases shall include provisions that:
 - a. The tenant acknowledges receipt of and agrees to abide by the Declaration, By-Laws and Rules and Regulations of the Association; and
 - b. Make the lease term at least 12 months and not more than 24 months.
3. A copy of the executed lease and owner/tenant contact information must be forward to the Association's Management Company prior to move-in by any lessee. Failure to provide information before tenant moves in, will result in a \$50 fine.
4. In order to preserve the high standards of maintenance and care and the other benefits arising from owner occupancy of units, including low turnover of occupants, no unit may be occupied by solely non-owner occupants during the one year period immediately following a transfer of ownership of said unit. The Board of Directors shall upon receipt of a written request waive the foregoing prohibition if the Board of Directors determines that the non-owner occupancy is being sought by reason of a sufficiently significant unforeseeable event which occurred within the twelve month period, such as the death of an owner of the unit. Any written request for a waiver shall be deemed denied if not granted in writing within thirty days after receipt by the Board of Directors.
5. With respect to any new occupancy of units, the unit owner completely relinquishes to the new occupants for the period of their occupancy the privileges which unit ownership would otherwise have a right to exercise with respect to all common areas, limited common areas and parking areas, other than the right to vote as part of any Unit Owner meeting. With respect to any new occupancy of a unit by non-owner occupants, the conduct of non-owner occupants and their guests shall be in accordance with the Declaration, By-Laws and Rules and it shall be the responsibility of the Unit Owner to make sure that any tenant or non-owner occupant is aware of all of the rules. Furthermore, the Unit Owner shall be financially responsible for the payment of any costs and attorney fees incurred by the Association in enforcing the provisions of the Declaration, By-Laws and Rules against any non-owner occupant or guest.
6. Every lease shall contain a provision that upon occupancy the tenant shall immediately provide the Board of Directors or its authorized agent owner/tenant contact information. The lease shall also contain the address and telephone number of the Unit Owner.

Rainbow Lake Rules and Regulations

7. With respect to any new occupancy of the unit by solely non-owner occupants, the Unit Owner must pay to and maintain with the Association a rental deposit account in an amount of \$500. The rental deposit account may be used by the Association to pay the following:
 - a. The cost to the Association, including reasonable Attorney fees, to enforce the Declaration, Bylaws or Rules against the tenant, an occupant or their guest(s).
 - b. The cost to the Association to repair any damages for which the unit owner or tenant is liable.
 - c. Any delinquent charges for annual and special assessments, late fees, and/or cost of collection of same imposed pursuant to the Declaration, By-Laws and Rules.
8. In the event the rental deposit account, or any portion thereof, is used to pay any of the costs or charges described in the Declaration, Bylaws or Rules, the unit owner shall reimburse to the Association the amount paid. Said reimbursement shall be made within ten calendar days following the Association's mailing to the unit owner a notice of the amount to be reimbursed. Upon the termination of the tenancy or occupancy by a non-unit owner, the rental deposit account balance with respect to that unit shall be refunded to the unit owner within twenty-one calendar days following the Association's receipt of written notification of such termination.
 - a. Any lease in effect prior to the publication of these Rules shall be exempt from with Rule 8 relating to a rental deposit account until January 1, 2014.
9. No one owner may own more than 10% of the declared units.
10. Nothing in this section shall prevent or prohibit the Association from leasing any Unit that it should own.

Construction Rules

- A.1 Rules. Unit Owners shall furnish any contractor performing work on the condominium premises on the Unit Owners behalf with a copy of the Rules and Regulations, along with the name, address and phone number of the property manager.
- A.2 Units Owners shall be responsible for any violations of the Rules and Regulations by any contractor performing work on the premises on their behalf.

Rainbow Lake Rules and Regulations

- A.3 Work shall be completed so as not to adversely affect other Unit Owners and according to any rules, regulations or architectural standards of the Association.
- A.4 Demolition and build-outs may only be done during normal business hours (M-F 7:00 am – 5:00 pm; Sat. 7:00 am – 3:00 pm). Any core, hammer drilling or high noise operation is only allowed between 8:30 am – 5:00 pm M-F. Work during any other hours must be pre-approved in writing by the Property Manager.
- A.5 System tie-ins:
- a. For work requiring building tie-ins HVAC piping, plumbing piping, sprinkler system, smoke detection, electrical, cable, phone, etc., the contractor shall notify the Property Manager in writing 15 days prior to any tie-in work.
 - b. Before the tie-in work is started the contractor must have received written approval from the Property Manager. The written tie-in request shall describe the work to be performed in detail, and the time it will take to complete the work. The tie-in request shall also include the performing contractor's name and phone contact number(s).
 - c. The Property Manager may waive the 15 day written notification if emergency work is needed.
- A.6 Flooring:
- a. Any drilling into the concrete shall be coordinated with the Property Manager.
 - b. A sound deadening underlayment shall be installed per manufacturer's specifications beneath tile, wood and hard surface floors.
- A.7 Keys. All building and Unit keys shall be obtained from the individual Unit owner or person(s) designated by the Unit owner. Lost or stolen keys shall be reported to the Property Manager.
- A.8 Contractor vehicles shall not block the driveways, roads, or alleys.

Rainbow Lake Rules and Regulations

- A.9 Transporting and Disposal of Materials. The freight elevator or stairwells shall be used to transport materials to and from a Unit during normal business hours 8:30 am – 5:00 pm, M-F.
- A.10 Carpet runners, drop cloths, wall corners shall be used to protect Common Elements when moving large objects through the buildings, these items shall be supplied by contractor and removed during non-working hours.
- A.11 Contractors shall clean any Common Elements, including but not limited to stairwells, hallways, elevators and lobby if sawdust, drywall dust, etc., is left behind.
- A.12 Tools or materials shall not be left on the property, except during loading and unloading. The contractor shall remove all of contractor's materials from the buildings.
- A.13 No work shall be performed in or to the Common Elements, except with the prior written approval of the property manager. Hallways, stairwells and elevators cannot be blocked at any time.
- A.14 Removal of construction, demolition materials:
- a. The general contractor and/or subcontractor(s) shall make arrangements to obtain a dumpster for discarding of materials. The dumpster shall not interfere with the ingress and egress of any building or garage doorway. All dumpster arrangements shall meet with the approval of the Property Manager.
 - b. Ultimately, the removal of construction debris is the responsibility of the Unit owner having the work done.
- A.15 Conduct:
- a. Professional conduct is required at all time while on the premises. Loud music, offensive language or obscenities in any unit or Common Elements is prohibited.
 - b. No smoking policy. Smoking is not allowed in any public or Common Elements.
 - c. Lunch and breaks shall not be taken in the Common Elements. Lunch and breaks must be taken within the unit or off-site.
- A.16 Building Emergencies. The Property Manager shall be notified of any and all building emergencies caused in conjunction with the demolition, remodeling work, repair work or build-out work in a Unit.

Rainbow Lake Rules and Regulations

- A.17 Liability. Unit owners having work done will be held responsible for any and all damage, insurance deductible or any extra charge for the cleaning, removal of debris to the Common Elements and/or adjoining units as a result of contractors or carriers work or negligence. Unit owners having work done will be charged for removal of materials or for cleaning of the Common Elements due to construction to their Unit.
- A.18 Insurance. All contractors must provide proof of insurance, including worker's compensation insurance to the Property Manager, unless a waiver of such insurance is applicable.
- A.19 Construction. Any construction that adds more than 400 square feet of living space to any Unit, including any new construction on vacant land, shall;
- a. Pay a Construction Fee to the Association equal to twice the amount of the standard monthly assessment prior to commencing any construction or bringing any construction equipment on site;
 - b. Allow the Association or its agent, or a consultant or engineer of the Association, to inspect any portion of the construction at any time. If the agent, consultant or engineer, in its sole discretion, determines that any of the construction fails to make the standards of the industry, fails to meet code or violates any other law, the Unit Owner shall immediately cease any further construction until the violations or deficiencies are corrected;
 - c. The entire roof area must have at least 12 feet of ice and water shield placed from the eave and 3 feet of ice and water shield around any skylight and on both sides of any valley; and
 - d. Provide the Association with a payment and performance bond to assure that the construction is completed without any possible liens against the other Unit Owners.

B. INSURANCE

- B.1 All claims and potential claims against the Association's insurance are to be reported immediately to the manager or a designated board member;
- B.2 No resident is to file a claim directly with the Association's insurance company;
- B.3 Owners and residents should report any claim involving their personal property and home to their own insurance agent; and

Rainbow Lake Rules and Regulations

- B.4 Decisions on reporting Association property claims are to be made by the Board, in conjunction with the community associations insurance agent or consultant.

ENFORCEMENT, VIOLATION, PROCEDURE & ATTORNEY FEES

C. VIOLATIONS MAY BE REPORTED BY ANY UNIT OWNER OR RESIDENT TO:

C.1 The West Bend Police Department, if the violation is an infraction of a City Ordinance or any other law.

C.2 Management.

D. A VIOLATION REPORTED TO MANAGEMENT MUST BE IN WRITING AND MUST CONTAIN THE FOLLOWING:

D.1 Name of offender and address, if known.

D.2 Violation observed and brief description thereof.

D.3 Time and place of occurrence or, if a continuing violation, the time or times of observance of the occurrence.

D.4 Name, address and telephone number of the reporting Unit Owner or Resident.

E. UPON RECEIPT OF A COMPLAINT MANAGEMENT SHALL ATTEMPT TO RESOLVE THE MATTER BY:

E.1 Obtaining voluntary payment of an appropriate fine as per the Penalties Section of these rules, and/or

E.2 Obtaining voluntary correction of the violation, and/or

E.3 Any other solution to which the complainant, the alleged offender and/or Management agree.

Rainbow Lake Rules and Regulations

F. IF MANAGEMENT IS UNABLE TO RESOLVE THE MATTER, THE MATTER SHALL BE SUBMITTED TO THE GRIEVANCE COMMITTEE.

G. GRIEVANCE COMMITTEE RULES AND PROCEDURES:

- G.1 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.
- G.2 Each member at large shall serve for one (1) year.
- G.3 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.
- G.4 Members serving on any Grievance Committee must not be directly or indirectly involved in the specific dispute at hand.
- G.5 Upon receipt by the Grievance Committee of a grievance, the Chairperson shall proceed as follows:
 - a. A letter shall be sent by certified mail, return receipt requested, informing all parties:
 - (i) Of the time, place and date of a hearing before the Grievance Committee.
 - (ii) Of the right to counsel.
 - (iii) That evidence shall be received and a record made whether or not the party complained against attends.
 - (iv) That, if found in violation, a fine may be imposed in accordance with the Penalties Section, plus costs and actual attorney fees incurred by the Association.
 - (v) That any such fine imposed may be secured by filing a lien against the subject Unit, as prescribed by law.
 - b. The hearing shall be divided into two (2) sections:
 - (i) The hearing.

Rainbow Lake Rules and Regulations

(ii) 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.

- c. If the complainant, or their representative, fails to appear at the hearing without a valid excuse 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.
- d. If the alleged offender fails to appear, the complainant must prove his grievance and no presumption can be made against the alleged offender for non-appearance.
- e. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

G.6 The decision of the Grievance Committee is final, non-appealable and binding upon all parties.

H. Fine Schedule

The following is a schedule of the fines that will be imposed for non-compliance with the Declaration, By-Laws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):

- H.1 **A WRITTEN WARNING** for a Unit Owner or resident's first violation of the Condominium Documents. In addition, a member of the Board or the property manager 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.
- H.2 **FIFTY DOLLARS (\$50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents. The second violation does not need to be the same violation as the first violation in order for the \$50 fine to be assessed.

Rainbow Lake Rules and Regulations

- H.3 **ONE HUNDRED DOLLARS (\$100.00)** shall be assessed against a resident or Unit Owner for a third violation of the Condominium Documents. The third violation does not need to be the same violation as the second violation in order for the \$100 fine to be assessed.
- H.4 **TWO HUNDRED AND FIFTY DOLLARS (\$250.00)** shall be assessed against a resident or Unit Owner for a forth violation of the Condominium Documents. The 4th violation does not need to be the same violation as the Third violation in order for the \$250 fine to be assessed.
- H.5 **TWO HUNDRED AND FIFTY DOLLARS (\$250.00)** shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.
- H.6 **Notwithstanding paragraphs (a-c) immediately above, FIVE HUNDRED DOLLARS (\$500.00)** 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:
- a. The violation is in direct defiance of a previous mandate from the Board of Directors;
 - b. The violation was malicious in its intent;
 - c. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents; or
 - d. The violation is of such a nature that the violation can not be corrected and/or that direct monetary restitution can not be determined. (i.e. if alterations are made that can not be restored to their original state.)
- H.7 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 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.
- H.8 By the Association removing or correcting the violation, the cost of which, including reasonable attorney fees, shall be borne by the Unit Owner.

Rainbow Lake Rules and Regulations

- H.9 Loss of use of the Association recreational facilities.
- H.10 For any amounts not paid to the Association when due, compound interest at the rate of 1.5% per month shall be added to the outstanding balance. For any amounts not paid when due the unit owner and/or resident shall pay all costs of collection, including actual attorney fees.

I. INTEREST AFFECTED

All Unit 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 Unit Owner shall be entitled to attend the hearing, and present evidence as prescribed above.

J. REMEDIES NON-EXCLUSIVE

- J.1 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.
- J.2 In the event that the Association retains an attorney to collect any funds due, enforce any rule, 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.

Rainbow Lake Homeowners Association, Inc.
Board Meeting Minutes
October 14th, 2013

Motion

That the Association revised its Rules and Regulations effective today such that they read as set forth in the attached document to be effective on January 1st, 2014, upon the property manager mailing the new Rules and Regulations to each Unit Owner at least 10 days prior to the effective date.

The Motion was seconded by Janet O'Brien.

After discussion, the Motion passed by a vote of 3 in favor and 0 against.

RESOLUTION FOR TRANSFER OF OWNERSHIP FEE

Enacted: 1-13-2012

Effective: 02-01-2012

WHEREAS, the Board of Directors of the Rainbow Lake Homeowners Association has the power under Article 7.11(a): to adopt such reasonable rules and regulations as it deems advisable from time to time for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Unit Owners and occupants of the Property. Written notice of such rules and regulations shall be given to all Unit Owners and occupants, and the Property shall at all times be maintained subject to use rules and regulations. The rules and regulations shall apply equally to all Unit Owners and their tenants and guests. The rules and regulations shall be consistent with this Declaration and the By-Laws of the Association. As provided in the Act, rules and regulations may provide for charges, fines and Assessments for violation of this Declaration, the association By-Laws, the rules and regulation of the Act. The Association shall provide notice in the manner described in the Act at the time it assesses any such charge, fine or assessment.

WHEREAS, it is the fiduciary duty of the Board of Directors to Preserve, Protect, and Enhance the common areas of the property.

WHEREAS, it is the intent of the Board of Directors to maintain the long-term health of the Association by adequately funding the Association's reserve funds.

BE IT THEREFORE RESOLVED that "Each time ownership of a Unit is transferred from one party to another (whether by purchase and sale, foreclosure, tax foreclosure, or the taking of a deed in lieu of foreclosure) the transferee of the Unit shall pay a unit transfer fee to the Association in an amount equal to twice the monthly installments for common expenses for such unit under the budget then in effect. Each transfer fee payment shall be deposited by the Association into the reserve fund. Notwithstanding anything to the contrary contained herein, in the event the Association takes title to a Unit, the Association is not responsible for payments under this paragraph."


President

1/24/12
Date


Secretary

1/24/12
Date

Rainbow Lake Homeowners Association, Inc.
RESOLUTION FOR COLLECTION POLICY AND TRANSFER OF OWNERSHIP FEE

Enacted: 03/13/2013
Effective: 06/01/2013

WHEREAS, the Board of Directors of Rainbow Lake Homeowners Association, Inc. (the "Association") has the power under Section 5.02(e) of the of the Association's By-Laws to: "o adopt administrative rules and regulations governing the administration, management, operation and use of the property and the common elements, and to amend such rules and regulations from time to time."

WHEREAS, it is the fiduciary duty of the Board of Directors to preserve, protect, and enhance the common areas of the condominium.

WHEREAS, it is the intent of the Board of Directors to maintain the long-term health of the Association by adequately funding the Association's reserve funds and by promoting prompt payment of monthly assessments and a fair process by which to settle grievances.

BE IT THEREFORE RESOLVED that the following rules and regulations are hereby adopted:

Fine Schedule

1. The following is a schedule of the fines that will be imposed for non-compliance with the Declaration, By-Laws, 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 or the property manager 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. 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 a third violation of the Condominium Documents. The third violation does not need to be the same violation as the second violation in order for the \$100 fine to be assessed.

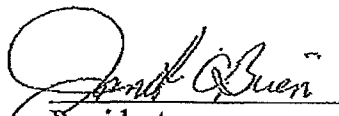
- d. **TWO HUNDRED AND FIFTY DOLLARS (\$250.00)** shall be assessed against a resident or Unit Owner for a forth violation of the Condominium Documents. The 4th violation does not need to be the same violation as the Third violation in order for the \$250 fine to be assessed.
 - e. **TWO HUNDRED AND FIFTY DOLLARS (\$250.00)** shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.
 - f. Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS (\$500.00)** 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; or
 - 4. The violation is of such a nature that the violation can not be corrected and/or that direct monetary restitution can not be determined. *(i.e. if alterations are made that can not be restored to their original state.)*
2. 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 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.
3. **GRIEVANCE COMMITTEE RULES AND PROCEDURES:**
- a. The Grievance Committee shall consist of four (4) 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.
 - b. Each member at large shall serve for one (1) year.
 - c. For any grievance hearing, three (3) of the four (4) members shall serve. 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.

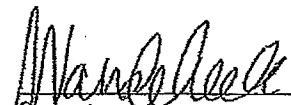
- e. Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:
1. A letter shall be sent by certified mail, return receipt requested, informing all parties:
 - a. Of the time, place and date of a hearing before the Grievance Committee.
 - b. Of the right to counsel.
 - 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. 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. A member or members of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced; or
 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.
- g. If the Grievance Committee finds that the alleged offender has violated the Condominium Documents, in addition to any charges for such violation previously assessed to the alleged offender the alleged offender will be responsible for paying any attorneys fees incurred by the Association to defend the Association's position before the Grievance Committee.

12. REMEDIES NON-EXCLUSIVE

- a. 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 Documents or the Condominium Ownership 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 Documents and the laws of the State of Wisconsin.
- b. In the event that the Association retains an attorney to collect any funds due, enforce any rule, 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.

 5-7-13
President Date

 5/7/13
Secretary Date