

McCormick on Farwell Condominium Association

RULES & REGULATIONS

- No Short-Term Rentals
 - Minimum of 12 months and no more than 24 months. Month to month leases and renewals are prohibited. Airbnb, VBRO or other type of short-term rentals are prohibited. Short-term rental fines will be \$2,500 per day. Lease must be signed by Unit Owner and Tenant. Rental fee equal to one (1) month's association due for each lease and renewal must be paid within five (5) business days upon execution or lease or renewal. Copy of lease must be provided to management company within five (5) business days upon execution. For complete details see Condominium documents.
- No Smoking of any kind in Building (except on outside decks)
- Move in / move out – Elevator pads must be hung and fee must be paid. **See Moving Policy**
- Security – Watch garage door close late at night/early AM if there are people on the parking deck; if someone does come in the garage or follow you into the building, please don't approach them if you don't feel comfortable
- Pets – There is a 15" height and 40 lb weight limit for dogs
- No signs on decks or windows
- Can't use decks for storage
- No birdfeeders – mostly for health reasons (rats, squirrels)
- Garbage – Please don't put any plastic bags or non-recyclables in the recycling bin; don't put any large items or furniture in the trash; we also receive fines when the bins are too full, we will look into asking H&R block to remove their dumpster to replace with an additional garbage dumpster for all units
- Parking on outside deck – spaces marked as reserved as owned by unit owners or 2 units are owned by apartment to the north, or by commercial space; parking in commercial spaces is subject to towing
- No construction trailers or other large trailers into the garage as they could cause damage to vehicles in the garage
- A few items homeowners are responsible for:

- Drywall, windows, doors, etc. is homeowner's responsibility (if you want to replace anything that faces out please get approval from board for cosmetic)
 - Outlets on the outside by the deck
 - Anything inside your unit that only your unit has service to
- Remodeling – notify Founders with your plans and provide details of licensed contractor doing the work
- No door mats outside of Units

IMPORTANT INFORMATION

Please keep this information with your governing documents

The McCormick on Farwell Condominiums, Inc.

RULES ENFORCEMENT AND GRIEVANCE PROCEDURE RESOLUTION

WHEREAS the Board of Directors of The McCormick on Farwell Condominiums, Inc. (the "Association") has the authority to "adopt rules and regulations governing the operation, maintenance, and use of the units and the common elements and facilities by the unit owners and occupants," pursuant to Section 6.2 of the By-Laws; and

WHEREAS, the Association shall enforce its rules through "monetary fines of not less than \$50.00 per violation plus attorney fees," among other legal methods, pursuant to Section 8.1(n) of the By-Laws; and

WHEREAS there is a need to ensure that the members of the Association obey the Rules of the Association and that the Association provide due process while enforcing the rules contained in its governing documents;

THEREFORE, BE IT RESOLVED that the Association adopt the following Rules Enforcement and Grievance Procedure, which shall replace any previously adopted Rules to the contrary:

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 1.a). 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.)*
2. Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.
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.**
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 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 and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.
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.
- 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 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;
 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.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known addresses.

The Board of Directors adopted this resolution on October 29, 2020, with the policy to take effect on Nov 1, 2020.

President  _____

Secretary  _____

McCormick on Farwell Condominium Association

**MOVE IN/MOVE OUT POLICY
FURNITURE DELIVERY/REMOVAL POLICY
CONSTRUCTION MATERIAL DELIVERY/REMOVAL POLICY
Effective November 1, 2022**

Prior Arrangements: All moves in and out of the building are required to be scheduled with our property management company. A property management company representative, must survey area prior to and after move in/out and/or deliveries for any damage. The management company must be notified at least seven working days (Monday-Friday) in advance. Elevator pads should be obtained from our property management company.

Scheduled Times: All moves must be scheduled between 9AM and 5PM, preferably Monday through Friday. No reservations between the hours of 5PM – 6AM. Moves outside of this time frame will be handled on a case by case basis.

Protection of Property: In order to prevent damage to the building and property, please be cautious when moving items through the building. Any actions resulting in damage to the property will result in withholding of the moving deposit and/or additional fines. This includes:

- Floors in the lobby and hallways
- Wood floor in elevator
- Doors, door jams, wall corners

Elevator Usage: Elevator pads must be in place during a move, delivery or removal of furniture and/or construction materials. Our property management company will hang elevator pads for your move or deliveries as designated by your requested date.

In addition, please remember there is only 1 elevator in the building and all residents must have access – do not hold the elevator for extended periods of time or fill the elevator with items without emptying it.

Safety and Consideration: It is the responsibility of the resident to ensure that the move is performed in the safest manner possible.

- A. Please avoid blocking of corridors, elevators, entrances and exits.
- B. At no time is the front or side door(s) to be propped open without the owner physically in the lobby to ensure safety. The door being propped open without being directly attended to is a serious breach of security and fines will apply per Security Rules

Clean Up: It is the responsibility of the unit owner to be sure all floors and wall guards, moving pads (except those installed by our property management company), debris, packing materials and litter in the lobby, elevator or resident floor hallways have been properly removed. All debris or cardboard must be flattened, taken outside and

disposed of in the proper dumpster. A property management company representative, (and optionally owner or mover representative), must survey area prior to and after move in/out for damage.

Fee for Moving: The following fees for move in and move out of owners and tenants is to be collected by our property management company prior to all moves.

A \$400 fee must be paid seven days prior to the move in or out of the building. If move is planned less than seven days in advance, the fee must be in cashier's check or money order. Fee is used to cover the costs of hanging and removing pads in the elevator, inspections before and after moving, releasing and any other service associated with the move.

A \$150 fee must be paid seven days prior to the hanging of elevator pads for the delivery and/or removal of furniture or construction materials.

If any repairs, special pick up or clean up is required, or if the building's security was breached, the owner will be assessed the appropriate related fines.

To schedule your move, please contact: Founders 3 at (414) 249-2166 or email property manager at: ctrue@Founders3.com

RENTAL LEASING POLICY
Effective November 1, 2022

Owners may rent their units, provided the following conditions are met:

1. Residential Lease and/or must be a minimum of 12 months and no more than 24 months. Month to month leases and renewals are prohibited. Airbnb, VBRO or other type of short-term rentals are prohibited. Short-term rentals fines will be \$2,500.00 per day.
2. Lease must be signed by Unit Owner and Tenant.
3. Lease must include that tenant has received copy of the condominium governing documents and agrees to abide by all policies contained therein.
4. Unit owner must provide contact information for tenant to be used for emergency contact.
5. Rental fee equal to one (1) month's association dues for each lease and renewal and must be paid within 5 business days upon execution of lease or renewal.
6. Copy of lease must be provided to management company within 5 business days upon execution.
7. Owners are responsible for the actions of their renters including fines and fees incurred due to the actions of their renters and resolution of complaints lodged by other residents.
8. If renters have questions or concerns about The McCormick or have issues with the building or their neighbors, they must address those issues with the unit owner, not Management Company or the Board of Directors. Unit owners will be responsible for any expenses incurred for renters who contact the management emergency services.
9. Unit owner is required to provide tenant with all building information, emails and notices.
10. The Association reserves the right to deny an additional lease term to any renter due to excessive violations of The McCormick Condominium Rules and Regulations (3 violations or more in a 12-month period) or due to any criminal activity.

An exception to the Rental Leasing Policy:

Units being rented at the time of adoption of this policy (the "Grandfathered Units") will not be required to pay the rental fee for the period of their current lease. However, when any of the Grandfathered Units are re-rented or offered a renewal, then the current policy will take effect.

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Secretary




