

Bylaws
Whitnall Edge II Condominium Association

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AMENDED AND RESTATED BY-LAWS
OF
WHITNALL EDGE II CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

WHITNALL EDGE II CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.
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AMENDED AND RESTATED BY-LAWS

OF

**WHITNALL EDGE II CONDOMINIUM
HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION

The name of the corporation is WHITNALL EDGE II CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the “ASSOCIATION”. The principal office of the corporation shall be as stated on file with the Wisconsin Department of Financial Institutions. The meetings of members and directors may be held at other places within the State of Wisconsin.

ARTICLE II

DEFINITIONS

Section 1. “Association” shall mean and refer to the WHITNALL EDGE II CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., a corporation organized pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns.

Section 2. “Property” shall mean and refer to that certain real property described in the Declaration of Condominium of Whitnall Edge II Condominium Homeowners Association, Inc., and such additions thereto as may hereafter be annexed by amendment to such Declaration.

Section 3. “Common Elements” shall mean and refer to all real property maintained by the Association for the common use and enjoyment of the Unit Owners.

Section 4. “Shared Common Elements” shall refer to the real property and facilities which are owned, operated, managed, and controlled by Whitnall Edge Commons LLP including but not limited to the Clubhouse and swimming pool. The Shared Common Elements are for the common use and enjoyment of the Unit Owners of Whitnall Edge Condominium Homeowners Association, Inc., and Whitnall Edge II Condominium Homeowners Association, Inc.

Section 5. “Limited Common Elements” shall refer to (i) the concrete slabs or patios, and decks, if any, adjacent and abutting a Unit’s garage service door and/or in front of a Unit and reserved for its exclusive use; and (ii) the asphalt driveway/parking area immediately behind and abutting a Unit’s garage.

Section 6. “Unit” shall mean and refer to any Unit shown upon any recorded plat of survey of the Properties with the improvements thereon.

Section 7. “Unit Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Property, including land contract vendees having an equitable ownership interest in any such unit.

Section 8. “Declaration” shall mean and refer to the Declaration of Condominium of Whitnall Edge II Condominium Homeowners Association, Inc., as amended, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Section 9. “Member” shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. ANNUAL MEETING. The annual meeting of members shall be held each year at a date and time set by the Board of Directors.

Section 2. SPECIAL MEETINGS. Special meetings of the members may be called at any time by the president of the Board of Directors or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3. NOTICE OF MEETINGS. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by delivering written notice, either personally, by email, or by mail at least 30 days before such meeting to each voting member entitled to vote thereat, at the address/email address last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. QUORUM. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these By-Laws. Presence “in person” at a meeting may be via video or digital means if the Association has access to such technology. If, however, such quorum for any action shall not be present or represented at any meeting, the members entitled to vote thereat, or of proxies entitled to vote thereat, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum of aforesaid shall be present or be represented.

Section 5. PROXIES. At all meetings of members, each member may vote in person, electronically (remotely through electronic means), or by proxy. All proxies shall be in writing and filed with the secretary. Proxies may be filed via email or other electronic means. Each proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit.

Section 6. ACTION WITHOUT A MEETING BY WRITTEN BALLOT. Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Declaration, the Articles of Incorporation, or these By-Laws to be taken by the vote of the unit

owners may be taken without a meeting if the Association delivers a written ballot to every unit owner entitled to vote on the matter. The written ballot may be delivered to the unit owner by any of the methods set forth in Article III, Section 3 above. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors, and the time by which the ballot must be received by the property manager of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Ballots may be delivered to the property manager via email. Once received by the property manager of the Association, a written ballot may not be revoked.

ARTICLE IV

BOARD OF DIRECTORS – SELECTION – TERM OF OFFICE

Section 1. NUMBER AND QUALIFICATION. The affairs of this Association shall be managed by a Board of five (5) directors. Each member of the Board of Directors shall be a Unit Owner or, if a Unit Owner is a partnership, then a general partner of such Unit Owner may be a director and if a Unit Owner or such partner is a corporation, then an officer of such corporation or an agent appointed by the board of directors of such corporation may be a director. If a Unit or Units is/are owned by spouses or domestic partners, the spouses or domestic partners are prohibited from serving as directors at the same time, regardless of the number of Units owned. If a Unit Owner has a delinquent assessment account with the Association, that Unit Owner cannot be elected as a director. If at any time a director becomes delinquent on paying assessments, the director is required to resign from his board position (and any officer position held) unless he brings his account current within ten (10) days' notice from the Board. If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

Section 2. TERM OF OFFICE. Directors shall be elected to serve a two (2) year term. The directors' terms shall be staggered such that at least 1/3 of the directors are elected each year at the annual meeting. However, in order to get on this track, at the 2021 Annual Meeting, all 5 director positions will be refilled; 3 directors being elected to a one year term ("Term class 2" on the chart below), and 2 directors being elected to a two year term ("Term class 1" on the chart below). Starting in 2022 at the Annual Meeting, all directors up for election will be elected to two year terms, and the terms will be rotated as follows (as an example):

	Term class				
	1		2		
Director	A	B	C	D	E
2022			X	X	X
2023	X	X			
2024			X	X	X
2025	X	X			
2026			X	X	X
2027	X	X			
2028			X	X	X
2029	X	X			
2030			X	X	X
2031	X	X			

Section 3. REMOVAL. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. COMPENSATION. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. ACTION TAKEN WITHOUT A MEETING. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval (paper or electronic) of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. NOMINATION. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations shall also be made from the floor at the annual meeting. The Nomination Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. ELECTION. Election to the Board of Directors shall be by written ballot. At such election the members or their proxies may cast, in respect to any vacancy, as many votes

as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held monthly with notice, at such place and hour as may be fixed from time to time by resolution of the Board. The Board may meet via telephone or video conference.

Section 2. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director. The Board may meet via telephone or video conference.

Section 3. QUORUM. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. POWERS. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Units, Common Elements and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof, and enforce the Rules regarding the Shared Common Elements as created by the Whitnall Edge Commons LLP board;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member has an outstanding condominium lien filed against his Unit by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager or management firm.

Section 2. DUTIES. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(i) fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

(ii) send written notice of each assessment to every Unit Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;

(iv) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;

(v) procure and maintain adequate liability and hazard and other insurance on property owned by the Association;

(vi) cause all officers or employees having fiscal responsibilities to be covered by fidelity insurance paid for by the Association;

(vii) cause the Common Elements (and Limited Common Elements, to the extent set forth in the Declaration) to be maintained;

(viii) charge, in its discretion, reasonable fees for the use of any recreational facility situated upon the Common Elements;

(ix) suspend the voting rights and right to use of the recreational facilities by an Unit Owner for any period during which a condominium lien is filed against his Unit and remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(x) cause the exterior of the buildings to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. ENUMERATION OF OFFICERS. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create. Any officer duty may be delegated to the property manager at the discretion of the Board of Directors.

Section 2. ELECTION OF OFFICERS. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. TERM. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. SPECIAL APPOINTMENTS. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. RESIGNATION AND REMOVAL. Any officer may be removed from office with or without cause by the Board. Any officer may at any time resign by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. VACANCIES. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. MULTIPLE OFFICES. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of the Article VIII.

Section 8. DUTIES. The duties of the officers are as follows:

(a) PRESIDENT. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign all checks and promissory notes.

(b) VICE PRESIDENT. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) SECRETARY. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate

seal, if any, of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members of the Association; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) TREASURER. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. If there is no standing Committee appointed at any given time, the Board of Directors may serve as the Committee. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member, where copies may be purchased at a reasonable cost. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall also be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association monthly and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessment which is not paid when due shall be deemed to be delinquent. Assessments are charged monthly. If the assessment is not paid within thirty (30) days after the date due, the assessment shall bear late fees and interest from the due date as set forth in the Rules and Regulations. The Association may bring action at law against the Unit Owner personally obligated to pay the same or foreclose the lien against the property, and any late fees, interest, costs and actual attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for therein by non-use of the Common Elements, Shared Common

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Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid expenses hereto shall be maintainable without foreclosing or waiving the lien securing the same. If a Unit Owner is renting his Unit and is delinquent on paying his assessments, the Association may seek a diversion of the rental income and/or use the deposited funds described in Article XIV, Section 5(c)(vi) below to pay the delinquent Assessments. Payments received on delinquent accounts are applied in the following order: first to attorney fees and costs (if any), then to fines, then to late fees, then to interest, and finally, to the assessment balance.

ARTICLE XII

CORPORATE SEAL

The Association may have a corporate seal imprinted "WHITNALL EDGE II CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.", but the absence of such seal from any documents to be executed in behalf of said Association shall be deemed to not affect the validity of such documents.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the members by a vote of at least 67% of the Unit Owners.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS REGULATIONS

Section 1. FISCAL YEAR. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. TRANSFER FEE ON RESALE. Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, 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 two months' installment for Association dues 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 herein to the contrary, the following transfers are exempt from paying the fee:

When the transfer is to or from a trust where the sole beneficiary is the donor and Owner;
When the transfer is solely between spouses and/or domestic partners;
When the transfer is solely between a parent and his, her or their child; and
When the transfer is to or from the Association.

Section 3. STORAGE AND PARKING REGULATIONS. No one shall be permitted to store any inflammable liquids in any type of storage containers inside any of the Units or Buildings located upon the properties. Unit Owners, residents, and guests are prohibited from bringing onto the Condominium Property or storing any hazardous substances. Unit Owners and occupants of any rental units that may be allowed by these By-Laws, are prohibited from parking or storing boats, campers or trailers on surface parking areas for any period of time in excess of six (6) hours. No repair work of any sort shall be undertaken by any Unit Owner or occupant of any rental unit upon any type of motor vehicles, boats, campers or trailers, on any of the surface parking areas. At the discretion of the Board of Directors, Unit Owners may be permitted to utilize said parking areas, however, all requests for such permission shall be submitted in writing in advance to the Board of Directors with a complete description of size, character and dimensions of the items involved.

Section 4. SIGNS. No Unit Owner shall be permitted to erect any signs for any purpose whatsoever upon the premises or upon his Unit. However, signs that support or oppose a candidate for public office or referendum question may be displayed to public view from inside a unit as long as the sign is no more than 24 inches by 24 inches in size, is placed no more than 60 days prior to the pertinent election or vote, and is removed within 7 days of the pertinent election or vote. No flags or other types of devices to promote open house, inspections for the sale of said Units, shall be permitted to be erected upon the Common Elements.

Section 5. LEASING RESTRICTIONS/OWNER OCCUPANCY REQUIRED. All Units are subject to the following leasing restrictions.

(a) Units must be occupied by the title owner of the Unit (the "Owner Occupancy Requirement"). An exception to the Owner Occupancy Requirement is granted to the current Unit Owners (those that own a unit at the time of the adoption of these Amended and Restated By-Laws, hereinafter referred to as the "Grandfathered Units"). The Grandfathered Units will be allowed to lease their Unit in compliance with the leasing regulations below, up to a maximum of eight (8) units being rented at one time. If eight (8) units are rented and a Grandfathered Unit wishes to rent, the Grandfathered Unit will be placed on a waitlist to be kept by the Board of Directors/managing agent. When the Grandfathered Units are sold, conveyed, or title otherwise transferred, upon such sale, conveyance, or transfer, the Grandfathered Units will be subject to the Owner Occupancy Requirement. All unit purchasers after the date these Amended and Restated By-Laws have been adopted will be subject to the Owner Occupancy Requirement. For purposes of this section, the Owner Occupancy Requirement will not be breached if the occupants are the unit owner's immediate family members, herein defined as a parent, child, spouse/domestic partner, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner; further, if a Unit is owned by an entity, the Owner Occupancy Requirement shall be met if the person occupying the Unit has a majority ownership interest in the entity or is a trustee or beneficiary of a Trust. The Board of Directors is entitled to ask for evidence showing the purported relationship or ownership interest in the unit. In no event will the Owner Occupancy Requirement apply to the Association, where the Unit is acquired by

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foreclosure of the Association's interest, either judicially or by accepting a deed in lieu of foreclosure.

(b) Special Hardship Exception. The Board of Directors shall have the authority to waive the requirements of this Section 4 and allow a Unit to be leased upon request of a Unit Owner (both Grandfathered and non-Grandfathered) if it determines, in its sole discretion, that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the Unit Owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of Units. If any Unit Owner shall desire to lease to, or cause a unit to be occupied by a person other than an immediate family member pursuant to this hardship exception, said lease or occupancy shall require the approval of the Board of Directors. Any application for an exception must be in writing and give the reasons for requesting the exception. The Board shall convene a meeting within 20 days after receipt of notice, advising the Unit Owner of the time and place of a meeting and giving the Unit Owner an opportunity to attend. The Board shall make a decision as to whether or not to grant the hardship exception within fourteen (14) days of said meeting and the reasons shall be briefly stated in writing. The decision shall be binding on the Association and the parties. The maximum length of any hardship exception is one (1) year.

(c) Leasing Rules/Restrictions. For any lease, permitted or otherwise, the Unit Owner must comply with all of the following:

- (i) The lease must be in writing;
- (ii) The lease must be for the entire Unit;
- (iii) The lease must be for a term of at least six (6) months but no more than twenty-four (24) months;
- (iv) The lease must designate that the use of the premises is subject to the Declaration, the By-laws, and the Rules and Regulations of the Association;
- (v) A copy of the lease must be provided to the managing agent no less than 10 days prior to its execution;
- (vi) Upon execution of a new lease the unit owner shall make a security deposit equal to 6 months condominium fees, which shall be held by the Association. If the unit owner resumes occupancy or sells the unit, their security deposit shall be returned; and
- (vii) Every tenant is subject to the laws of Wisconsin governing landlord-tenant relations and regulations. If any Unit Owner (landlord) or tenant is in violation of any of the provisions of the Declaration or By-laws, or both, including any rules and regulations, the Association may bring an action in its own name or that of Unit Owner, or both, to have the tenant evicted or recover damages, or both. The Association shall give the tenant and the Unit Owner written notice of the nature of the violation, and have twenty (20) days from the

mailing of the notice of the nature of the violation in which to cure the violation before the Association may file for eviction.

(d) Short-term Rentals Prohibited. No space in any Unit may be rented and no transient tenants may be accommodated, even if the unit owner is present during the occupancy. Rentals through similar services such as AirBnb and VRBO are expressly prohibited. Advertising a Unit as being available for short-term rental shall be considered a violation of this section.

Section 6. PROHIBITED ACTIVITIES. Improper, immoral, and/or illegal activity on the Condominium Property is strictly prohibited.

Section 7. CLAIMS AND REMEDIES.

(a) Owner Claims; Mediation and Arbitration Requirements. In the event that a Unit Owner or resident has a claim to assert against the Association, or a Board member, that claim must be (a) mediated with both sides paying half the cost of the mediator; or (b) arbitrated with both sides paying half the cost of the arbitration; and (c) brought within one year of the date that the Unit Owner or resident knew or should have known of the underlying facts giving rise to the claim.

(b) Attorney's Fees. The prevailing party in any claim brought by or against the Association or a Board member by a Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated or arbitrated as set forth in Section 6(a) above, the Association is entitled to recover its pre-mediation and/or pre-arbitration attorney's fees and costs if it is ultimately the prevailing party.

(c) Damages. The Association may assess a Unit Owner the actual damages the Association incurs from the Unit Owner's (its residents, occupants, or guests) failure to abide by the Condominium Declaration, By-Laws, or Rules and Regulations (the "Condominium Documents"). The Association's liability will be limited to general damages, and all unit owners and residents waive any claim for consequential or incidental damages against the Association. Where appropriate, the Association may also fine for violations of the Condominium Documents as set forth in the Rules and Regulations. The Association may also assess to the Unit Owner interest and late fees on unpaid fines and assessments, as well as attorney's fees and costs incident to the Unit Owner's failure to abide by the condominium documents.