*09590272*

DOC.# 09590272

REGISTER'S OFFICE | SS
Milwaukee County, WI|

RECORDED 04/23/2008 08:14AM

JOHN LA FAVE
REGISTER OF DEEDS
AMOUNT: 17.00

Document Number

Name and Return Address

Adam A. Bardosy
Mallery & Zimmerman, S.C.
Suite 900
731 North Jackson Street
Milwaukee, Wisconsin 53202

810-9975-001
831-9011
810-9977-001
810-9976

Parcel Identification Number (PIN)

# AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR COLONIAL WOODS CONDOMINIUM

Recording Area

THIS AMENDMENT (this "Amendment") is executed as of February 12, 2008 by COLONIAL WOODS HOMEOWNERS ASSOCIATION, INC., a Wisconsin corporation (the "Association").

## RECITALS

A. Colonial Woods Limited Partnership executed a Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Colonial Woods Condominium recorded in the Office of the Register of Deeds of Milwaukee County on October 30, 2007 as Document No. 09516205 (the "Declaration"). The Colonial Woods Condominium is legally described on the attached Exhibit A. Undefined capitalized terms in this Amendment are defined as provided in the Declaration.

B. Pursuant to Section 15.06 of the Declaration, the Association desires to amend certain provisions of the Declaration pertaining to assessments of Unit Owners as provided below.

## AMENDMENTS

NOW, THEREFORE, the Association amends the Declaration as follows:

1. The second sentence of Section 6.04 is amended to read as follows:

   Except as provided in Section 8.07, each Unit Owner shall pay his or her proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements ("Common Expenses").

2. The second sentence of Section 8.03 is amended to read as follows:

   Assessments shall be levied in accordance with Sections 8.01 and 8.07.

3. The last sentence of Section 8.07 is amended to read as follows:

   During the period of Declarant control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no Assessments shall be assessed against any Units owned by the Declarant; provided, however, during such period of Declarant control, the Assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full Assessments based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total Assessments payable by Unit Owners other than the Declarant do not cover total Common Expenses. Once the period of Declarant control ends, no Assessments shall be assessed against any Units owned by the Declarant unless such Units are occupied for residential purposes by Declarant or a tenant. Declarant, moreover, shall not be responsible for any deficit if the Assessments do not cover total Common Expenses after the period of its control. In addition, Declarant shall not be responsible for the Initial Assessment Contribution or any special assessment related to reserves or contingencies described in Section 8.02.

All other terms of the Declaration shall remain unchanged and in full force and effect.

Dated as of the date set forth above.

**ASSOCIATION**:

COLONIAL WOODS
HOMEOWNERS ASSOCIATION, INC.

By: _____
Robert A. Patch, President

By: _____
Jason Fettig, Secretary

## ACKNOWLEDGMENTS

STATE OF WISCONSIN )
) ss
COUNTY OF MILWAUKEE )

This instrument was acknowledged before me on February 12, 2008, by Robert A. Patch, as President of Colonial Woods Homeowners Association, Inc.

NOTARY PUBLIC DEVON M. WICHELT STATE OF WISCONSIN

Name: Devon M. Wichelt
Notary Public, State of Wisconsin
My commission: expires 2·14·2010

STATE OF WISCONSIN )
) ss
COUNTY OF MILWAUKEE )

This instrument was acknowledged before me on February 12, 2008, by Jason Fettig, as Secretary of Colonial Woods Homeowners Association, Inc.

NOTARY PUBLIC DEVON M. WICHELT STATE OF WISCONSIN

Name: Devon M. Wichelt
Notary Public, State of Wisconsin
My commission: expires 2·14·2010

THIS INSTRUMENT WAS DRAFTED BY:

Adam A. Bardosy
Mallery & Zimmerman, S.C.
Suite 900
731 North Jackson Street
Milwaukee, Wisconsin 53202-4697

## Exhibit A

Located at the Northeast corner of South 27th Street and Forest Hill Avenue, described as follows:

LEGAL DESCRIPTION PHASE 1:

Being a part of Lot 1 and a part of Lot 3 of CSM #7769, located in the SE ¼ and the SW ¼ of the NW ¼ of Section 18, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the West ¼ corner of said Section 18; thence North 89°15'13" East, along the South line of the Northwest ¼ of said Section, 80.01 feet to the Easterly 80 foot right-of-way of 27th Street; thence North 00°01'54" West, along said easterly right-of-way of 27th Street, 47.49 feet to the point of beginning of the hereinafter described lands;

Thence North 00°01'54" West, along said easterly said right-of-way, 346.40 feet; thence North 88°38'30" East, 1599.18 feet; thence South 61°26'03" East, 142.50 feet; thence South 13°32'49" West 134.63 feet; thence South 86°52'55" West, 227.22 feet; thence South 39°10'23" West, 262.49 feet; thence South 89°15'13" West, along the South line of the Northwest ¼ of Section 18, 1069.56 feet to a point on the right-of-way of Forest Hill Avenue; thence North 00°03'20" West, along said right-of-way, 12.49 feet; thence North 89°15'31" West, along said right-of-way, 3.51 feet; thence 27.33 feet along said right-of-way and the arc of a curve to the right having a radius of 32.00 feet whose chord bears North 66°16' 36.5" Wet, 26.51 feet; thence 59.79 feet along said right-of-way and the arc of a curve to the left having a radius of 70.00 feet whose chord bears North 66°16'36.5" West, 57.99 feet; thence South 89°15'13" West, along said right-of-way, 149.14 feet to the point of beginning. Said lands contain 608,641 square feet (13.97 acres).

LEGAL DESCRIPTION OF EXPANSION REAL ESTATE:

Being a part of Lot 1 and a part of Lot 3 of CSM #7769, located in the Southeast ¼ and the Southwest ¼ of the Northwest ¼ of Section 18, Town 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, more fully described as follows:

All of Lot 1 and Lot 3 of CSM #7769 excepting Phase 1.

*09635720*

DOC.# 09635720

| Document Number<br>Name and Return Address<br><br>John M. Wirth<br>Mallery & Zimmerman, S.C.<br>Suite 900<br>731 North Jackson Street<br>Milwaukee, Wisconsin 53202<br><br>Parcel Identification Number (PIN) | **SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR COLONIAL WOODS CONDOMINIUM** | REGISTER'S OFFICE \| SS<br>Milwaukee County, WI\|<br><br>RECORDED 08/08/2008 09:21AM<br><br>JOHN LA FAVE<br>REGISTER OF DEEDS<br>AMOUNT: 21.00<br>FEE EXEMPT 77.25 #: 0<br><br>Recording Area |
|---|---|---|

THIS AMENDMENT TO DECLARATION (this "Amendment") is executed as of July 14th, 2008 by COLONIAL WOODS HOMEOWNERS ASSOCIATION, INC., a Wisconsin corporation (the "Association").

## RECITALS

A. Colonial Woods Limited Partnership executed a Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Colonial Woods Condominium dated as of September 7, 2007 which was recorded in the Office of the Register of Deeds of Milwaukee County on October 30, 2007 as Document No. 09516205 (as amended, the "Original Declaration"). The Colonial Woods Condominium (the "Condominium") is legally described on the attached Exhibit A. As used below, the "Declaration" means the Original Declaration, as modified by this Amendment. Undefined capitalized terms and phrases in this Amendment have the meanings given to them in the Original Declaration.

B. The Association makes this Amendment to conform the Declaration to the rules (the "Fannie Mae Rules") issued by the Federal National Mortgage Association ("Fannie Mae"). By conforming the Declaration to the Fannie Mae Rules, Unit Owners and buyers of Units may find it easier to obtain loans to purchase or refinance Units.

C. This Amendment has been approved by the requisite number of Unit Owners, and their first mortgagees, as required under the Original Declaration and Wisconsin Statutes Section 703.09(2).

## AMENDMENTS

NOW, THEREFORE, the Association amends the Declaration as follows:

1. Liens for Unpaid Assessments. A lien created or existing under the Declaration against a Unit for unpaid assessments shall be subordinate to any first mortgage on such Unit recorded before the delinquent assessment was due. Such lien will not be affected by the sale or

transfer of such Unit, unless a foreclosure of a first mortgage is involved, in which case, the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but will not relieve any subsequent Unit Owner from paying future assessments.

2. Insurance. In addition to other insurance the Association is required to maintain under the Declaration, the Association shall maintain the following insurance: (a) if any part of the improvements on the Property are in a Special Flood Hazard Area — which is designated as A, AE, AH, AO, AR, A1-30, A-99, V, VE, V1-30 or VO on a Flood Insurance Rate Map — a "master" or "blanket" policy of flood insurance in an amount equal to at least the lesser of 100% of the insurable value of each insured Building (including all Common Elements and commonly-owned personal property) or the maximum coverage available under the applicable National Flood Insurance Program, which insurance coverage shall be written on the Property in the name of the Association as trustee for each of the Unit Owners in their percentage interests; and (b) blanket fidelity insurance coverage naming the Association as insured for anyone who either handles or is responsible for funds that the Association holds or administers.

3. Rights of Eligible Mortgage Holders and Eligible Guarantors.

(a) As used in the Declaration, the following terms have the following meanings:

"Eligible Mortgage Holder" means a holder of a first mortgage on a Unit that has submitted a Request to the Association to notify it of any proposed action requiring the consent of a specified percentage of Eligible Mortgage Holders or any other matter described in this Section.

"Eligible Guarantor" means a guarantor of a first mortgage on a Unit that has submitted a Request to the Association to notify it, he or she of any matter described in this Section.

"Request" means a written notice sent to the Association at the address for the Association specified in the Bylaws, with such notice providing the name and address of the Eligible Mortgage Holder or Eligible Guarantor along with the Unit number or Unit address on which it has a mortgage or in connection with which it, he or she provided a guaranty.

(b) Notice. Each Eligible Mortgage Holder and Eligible Guarantor shall be entitled to receive timely written notice from the Association of the following events:

(i) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage;

(ii) Any 60-day delinquency in the payment of assessments or charges owed by the Unit Owner of any Unit on which it holds a mortgage;

(iii) A lapse, cancellation or material modification of any insurance policy maintained by the Association; and

(iv) Any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

(c) Approval of Removal from Act. Except as provided in Section 4 of this Amendment, any action under the Declaration to remove all or any part of the Property from the Act must be agreed to by Eligible Mortgage Holders that represent at least 67% of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders.

4. Casualty and Condemnation. Without the written consent of at least 67% of the Unit Owners and Eligible Mortgage Holders that represent at least 51% of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders, no action can be taken by any party pursuant to (a) Subsections 10.01 of the Declaration in connection with any condemnation affecting the Property or (b) or Subsections 11.01(d)(ii) or (iv) of the Declaration in connection with any casualty affecting the Property. All rights under the Declaration of each Unit Owner to receive payments in connection with any total or partial condemnation or casualty of such Unit Owner's Unit or interest in the Common Elements shall be subject to the rights of any first mortgagee of such Unit or Common Elements. The Association shall represent the Unit Owners in connection with any condemnation proceeding, negotiation, settlement or agreement.

5. Amendments. Amendments to the Declaration changing any matter of a material adverse nature to mortgage holders or their assignees require the written consent of at least 67% of Unit Owners and Eligible Mortgage Holders that represent at least 51% of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. Matters of a material adverse nature include those specified in the Fannie Mae Rules.

6. Audited Statement. The Association shall prepare an audited financial statement no later than 120 days after the end of each fiscal year of the Association. Each such statement shall be available to any holder, insurer or guarantor of any first mortgage secured by a Unit upon written request by any such party.

7. Records. The Association shall keep current copies of the Declaration, its articles of incorporation, its bylaws and all other rules concerning the Condominium and its books, records and financial statements available for inspection, upon written request, by Unit Owners and holders, insurers and guarantors of first mortgages that are secured by Units.

8. Reserves. Declarant shall not during the period of Declarant control use the contingency and replacement reserve described in Section 8.02 of the Declaration to defray any of its expenses, reserve contributions or construction costs or to make up any budget deficits. Declarant shall pay the Initial Assessment Contribution for each unsold Unit upon expiration of Declarant control; provided, however, each purchaser of any such Unit shall reimburse Declarant at closing for any Initial Assessment Contribution paid by Declarant for such Unit.

9. Unit Owner Rights. Each Unit Owner is subject to all rights and duties assigned to the other Unit Owners. Except as otherwise provided in the Declaration, including without limitation provisions affecting the assessment of Units, Declarant shall enjoy, for each unsold

Unit, the same rights and assume the same duties as other Unit Owners. Each Unit Owner has the unrestricted right of ingress and egress to his or her Unit.

10. Unit Owner Remedies. Any aggrieved Unit Owner shall be entitled to all rights of action available to such Unit Owner at law against any Unit Owner who fails to comply with any rule, restriction, condition or regulation adopted by the Board, or any covenant, by-law or provision of the Declaration.

11. Summary Abatement. The Board may not by summary abatement under Section 13.01(a) of the Declaration alter or demolish any items of construction in any Unit prior to initiating judicial proceedings against the Unit Owner of such Unit.

12. Void Transfers. Any conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of a Unit Owner's interest in the Common Elements will be void unless the Unit to which such interest is allocated also is transferred.

13. Leases. Any lease or rental agreement shall be in writing and subject to the requirements of the Declaration and the Association.

All terms of the Declaration inconsistent with the terms of this Amendment shall, to the extent of such inconsistency, be deemed amended by this Amendment. To the extent of any inconsistency between the Original Declaration and this Amendment, the terms of this Amendment shall govern. All other terms of the Declaration shall remain unchanged and in full force and effect.

Dated as of the date set forth above.

**ASSOCIATION**:

COLONIAL WOODS
HOMEOWNERS ASSOCIATION, INC.

By: _____
Robert A. Patch, President

By: _____
Jason Fettig, Secretary

## ACKNOWLEDGMENT

STATE OF WISCONSIN )
) ss
COUNTY OF MILWAUKEE )

This instrument was acknowledged before me on July 14, 2008, by Robert A. Patch and Jason Fettig, as President and Secretary, respectively, of Colonial Woods Homeowners Association, Inc.

NOTARY PUBLIC
DEVON M. WICHELT
STATE OF WISCONSIN

Name: Devon M. Wichelt
Notary Public, State of Wisconsin
My commission: expires 2·14·2010

THIS INSTRUMENT WAS DRAFTED BY:

John M. Wirth
Mallery & Zimmerman, S.C.
Suite 900
731 North Jackson Street
Milwaukee, Wisconsin 53202-4697

Attachment:

Exhibit A – Legal Description

## EXHIBIT A

## LEGAL DESCRIPTION

Units 211, 212, 213, 214, 221, 222, 223, and 224 in Building 2, Units 311, 312, 313, 314, 321, 322, 323, and 324 in Building 3, Units 411, 412, 413, 414, 421, 422, 423, and 424 in Building 4, Units 511, 512, 513, 514, 515, 516, 517, 518, 521, 522, 523, 524, 525, 526, 527, and 528 in Building 5, Units 611 and 612 in Building 6, Units 711 and 712 in Building 7, Units 811 and 812 in Building 8, Units 911 and 0912 in Building 9, Units 1011 and 1012 in Building 10, Units 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1121, 1122, 1123, 1124, 1125, 1126, 1127, and 1128 in Building 11, Units 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1221, 1222, 1223, 1224, 1225, 1226, 1227, and 1228 in Building 12, Units 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1321, 1322, 1323, 1324, 1325, 1326, 1327, and 1328 in Building 13, together with each such unit's undivided interest in the common elements and the exclusive use of the limited common elements appurtenant to said unit, all in COLONIAL WOODS CONDOMINIUM, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a Declaration as such condominium in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on October 30, 2007, as Document No. 9516205, and any amendments thereto, said condominium being located in the Milwaukee, County of Milwaukee, State of Wisconsin on the real estate described in said Declaration and incorporated herein by this reference thereto.

Tax Key Nos.
810-1001, 810-1002, 810-1003, 810-1004, 810-1005, 810-1006, 810-1007, 810-1008, 810-1009, 810-1010, 810-1011, 810-1012, 810-1013, 810-1014, 810-1015, 810-1016, 810-1017, 810-1018, 810-1019, 810-1020, 810-1021, 810-1022, 810-1023, 810-1024, 810-1025, 810-1026, 810-1027, 810-1028, 810-1029, 810-1030, 810-1031, 810-1032, 810-1033, 810-1034, 810-1035, 810-1036, 810-1037, 810-1038, 810-1039, 810-1040, 810-1041, 810-1042, 810-1043, 810-1044, 810-1045, 810-1046, 810-1047, 810-1048, 810-1049, 810-1050, 810-1051, 810-1052, 810-1053, 810-1054, 810-1055, 810-1056, 810-1057, 810-1058, 810-1059, 810-1060, 810-1061, 810-1062, 810-1063, 810-1064, 810-1065, 810-1066, 810-1067, 810-1068, 810-1069, 810-1070, 810-1071, 810-1072, 810-1073, 810-1074, 810-1075, 810-1076, 810-1077, 810-1078, 810-1079, 810-1080, 810-1081, 810-1082, 810-1083, 810-1084, 810-1085, 810-1086, 810-1087, 810-1088, 810-1089, 810-1090, 810-1091, 810-1092, 810-1093, 810-1094, 810-1095, 810-1096, 810-1097, 810-1098

**Colonial Woods Homeowners Association, Inc.**
**RESOLUTION FOR COLLECTION POLICY AND TRANSFER OF OWNERSHIP FEE**

Enacted: 4/3/2012
Effective: 05/01/2012

WHEREAS, the Board of Directors of Colonial Woods Homeowners Association, Inc. (the "Association") has the power under Section 6.07 of the of the Association's By-Laws 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."

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:

## COLLECTION POLICY

1. The regular monthly assessments are due on the first day of each month, pursuant to Declaration Art. 8.07.

2. Special assessments, as may be levied from time to time by the Board, and/or any installment thereof, shall be due on the 15th day after the Board's notice to the Unit Owners informing them of the special assessment, pursuant to Declaration Art. 8.07.

3. All payments received will be applied to the oldest amounts due on record. Payments tendered for current amounts due will not be accepted by the Association if the instrument of payment is drafted with a future date (i.e., a postdated check). Payments in advance will be accepted by the Association. The actual date of the Association's receipt of a payment, as reflected on the ledger of the Association, shall control as to the date that payment was made. No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association, unless mailed to the home address of the current president of the Association and accepted as such by passage of a motion of the Board of Directors, subject to Collection Policy Rule 6, in which case the "payment in full" check shall be sent to the attorney.

4. An automatic late fee of $100.00 shall be assessed against a Unit Owner for any payment not received by the Association by the fifteenth (15) day after its due date.

5. An automatic additional late fee of $125.00 shall be assessed against a Unit Owner when a matter is turned over the Association's attorneys for collection.

6. Once a Unit Owner is notified or becomes aware that its account has been referred to an attorney, then all future payments, until the account is current, must be submitted to the attorney, including any "payment in full" check.

7. In the event a Unit Owner ever submits a payment which is thereafter returned for any reason (eg. insufficient funds or account closed), the Unit Owner shall be automatically assessed $100.00.

8. For any amounts not paid to the Association when due, the Unit Owner shall pay interest shall accrue at the compound rate of eighteen percent (18%) per annum. In the event the Association bring any claim against, or is required to defend any claim, cross claim or counterclaim brought by, a Unit Owner, to the extent that the Association is successful on its claims, it shall be entitled to actual attorney fees and all costs of collection.

9. 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 each successive violation of the Condominium Documents.

   d. 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.)*

10. 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.

11. **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.

**TRANSFER FEE**

Each time more than 50% of the ownership of a Unit is transferred from one party to another, including any transfer 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 in an amount equal to twice the monthly installments for common expenses for such Unit under the budget then in effect. The Association shall deposit each payment of such transfer fee into the reserve fund of the Association. Notwithstanding anything to the contrary contained herein, in the event the Association takes title to a Unit, the Association is not responsible for any payments under this paragraph.

4-3-12
President Date

4-3-12
Secretary Date



WHD/8507597.2

**IMPORTANT INFORMATION**
**Please keep this information with your governing documents**

**Colonial Woods Homeowners Association, Inc.**

# RULES ENFORCEMENT AND GRIEVANCE PROCEDURE RESOLUTION

WHEREAS the Board of Directors of Colonial Woods Homeowners Association, Inc. (the "Association") has the power under Section 6.07 of the of the Association's By-Laws 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;"

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

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:**

1. The following is a schedule of the fines that will be imposed for non-compliance with 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 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 each successive violation of the Condominium Documents.

    d. 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.
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. **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 show, 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 June 8, 2016, with the policy to take effect on June 9, 2016.

President Karen M. Smith

Secretary Joanne Stone

**ANIMALS** ..... 1

**BALCONIES, PATIOS & GARAGES** ..... 2

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## ATTACHMENTS

**RESOLUTION ADOPTING A RENTAL POLICY**

**WINDOW TREATMENTS**

# ANIMALS

1. Animals shall be properly licensed and tagged as required by the ordinances of the City of Oak Creek

2. All Oak Creek 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 Colonial Woods Condominium Owners Association for any expenditures incurred in repairing or replacing any part of the common elements in any manner damaged by the pets.

6. All pet waste must be immediately picked up and properly placed in a trash bag, and properly disposed 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. Only ground bird feeders placed in a planting bed area, after approval by the Board, are allowed.

10. Owners or residents who place feeders are required to keep area around the feeder clean.

11. 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. Airing or 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 walkway or 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. All planter and pots on balconies or patios must be removed no later than November 15th each year.

7. Natural gas and charcoal grills are prohibited.

8. In accordance with the City of Oak Creek Fire Department, the National Fire Protection Agency and the International Fire Code the following shall apply:

    a. No hibachi, gas-fired grill, charcoal grill, or other similar devices used for cooking, heating or any other purpose, shall be used or kindled on any balcony or under any overhanging portion or within 10 feet of any structure. Electric grills are allowed as long as they are used in accordance with manufacturer's instructions. (N.F.P.A. 1-10.11.7);

b. No person may deposit hot ashes or cinder, smoldering coals or greasy or oily substances liable to spontaneous ignition, into any combustible receptacle or place these materials within 15 feet of any combustible materials (IFC 305.2);

c. Recreational fires shall not be located within 25 feet of a structure or combustible material unless contained in an approved manner (N.F.P.A. 1-10.11.2.3);

d. Conditions that could cause a fire to spread to within 25 feet of a structure shall be eliminated prior to ignition (N.F.P.A. 1-11.2.4);

e. The use of fire pits, torches and other similar forms of recreational fires must be located no closer than 25 feet from a structure and must be constantly attended by a competent person.

9. Each unit may store a single LP gas (propane) container in its garage. The propane tank shall be no larger than 20 pounds and shall not be stored in any location other than in the garage.

10. 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. Christmas holiday lights are permitted on balcony railings and lower level rain gutters 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 garage entrances to their unit. Only maintenance required is replacing any burned out light with a clear glass light blub with the proper wattage for the fixture.

# 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 for any non-first floor unit.

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. Annual Fire Sprinkler Inspection.

    a. Colonial Woods Condominium owners are obligated annually to comply with the WI State Fire Code Statue to facilitate access to their individual units as may be necessary to inspect the fire sprinklers within their unit and all other components of the fire sprinkler system within their unit or building.

    b. Failure of any owner to allow access to their unit on the assigned date and time will result in the unit owner being fined not less than $50.00 by the Colonial Woods Homeowners Association.

        i. If any Unit Owner fails to allow access to the Owner's unit, it will be the sole responsibility of the delinquent Unit Owner to secure a follow-up inspection of their unit by the same licensed Fire Sprinkler Company at the owner's expense.

ii. Failure of the Unit Owner to complete the re-inspection within 10 working days of the originally scheduled inspection date will result in an additional $50.00 fine. Additional $50.00 fines will be assessed weekly thereafter until the proper Fire Sprinkler inspection documentation has been filed with the Association and the Oak Creek Fire Department

7. Oak Creek Fire Department semi-annual inspection of Association property.

   a. The Oak Creek Fire Department randomly surveys the Association property twice every year for full compliance with the Wisconsin State Fire Code and Oak Creek 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.

8. 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.), except table/chairs, grills complying with the fire codes on lower porch, or garden hoses stored neatly by the building spigot.

9. Dog houses or cages are not permitted.

10. Storage sheds are not permitted (excluding Association owned).

11. Permanent structures (clotheslines, posts, hammocks, etc.) are not allowed.

12. Kiddy pools, lawn furniture, and other Unit Owner, resident or guest personal property must be removed nightly from the common element and stored inside the unit or garage. Pools are to be no deeper than 8” and no larger than 4 feet in diameter. The Association may require a pool or any other personal property to be removed from the common element at any time.

13. Permanent swing sets and slides are not allowed on common elements at any time.

14. 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.

15. Common elements may not be altered without the prior written consent of the Board.

16. 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.

17. Signs, posters, and other notices may not be attached to the exterior of the building except on the Unit Owner's exterior door. Any damage that may be caused as a result of the attachment shall be promptly repaired by the Unit Owner.

18. Advertising signs for business or commercial activities are prohibited everywhere on the property.

19. 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.

20. 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.

21. 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.

## 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. After March 14th each year, unit owners or residents may put containerized flowers and plants in their entry door area and on either side of their respective garage door areas. All containers are to be removed before November 15th each year.

14. 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.

15. Unit owners that been given individual trash and recycling containers must use them at all times.

16. Trash containers must be stored in each unit's garage at all times except on, or the day before, the designated collection day. Containers shall not be placed at the collection site earlier than 7:00 PM on the night before the day of collection. Containers must be removed from the collection site by 10:00 AM on the day following the collection day.

17. 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 be blown around.

18. It is the responsibility of the Unit Owner or resident to prevent any loose trash or recyclables from being blown by the wind.

19. 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.

20. 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.

21. Refrigerators and stoves that are being disposed of must have their doors removed for the safety of others. Refrigerators or stoves stored in a garage must have their doors removed or some other measure taken to render them safe.

22. For the trash dumpsters assigned to the 16 family units.

    a. All items must be placed in their "properly marked" container.

    b. Mixing of recyclables and trash is prohibited.

    c. Cardboard boxes must be flattened and placed in the "properly marked" container.

    d. Containers shall not to be used for the disposal of any business or major household goods such as mattresses, microwaves or furniture.

    e. Unit owners or residents should contact the City of Oak Creek, Street Department, for information regarding the City's Recycling Yard.

23. Airing or drying of laundry, carpeting, rugs or clothing outside any unit is prohibited.

24. 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.

25. Individual owner or resident rummage, garage or estates sales are prohibited.

26. 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 guests in the designated common element parking areas. Parking on the street can resume after snow removal has been completed.

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. Parking of any commercial vehicle or advertising on any vehicle, including placing a "for sale" sign, is prohibited on any common element, in any designated parking area or in front of an individual unit garage.

9. Areas designated as "guest parking" are to be used by invited guests of residents only. Unit Owners and/or tenants shall not park in the "guest parking" areas at any time.

10. 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.

11. 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.

**IMPORTANT INFORMATION**
**Please keep this information with your governing documents**

**Colonial Woods Homeowners Association, Inc.**

# RESOLUTION ADOPTING A RENTAL POLICY

WHEREAS the Board of Directors of Colonial Woods Homeowners Association, Inc. (the "Association") has the power under Section 6.07 of the of the Association's By-Laws 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;"

**THEREFORE, BE IT RESOLVED that the Association adopt the following Rules regarding the rental/leasing of Units:**

(1) All leases for rental of condominium units shall be for a period of six months or longer, in writing utilizing the Condominium Lease Agreement available from the Board of Directors or its authorized agent. Any revision of this form shall be submitted to the Board of Directors for approval allowing 30 days for such approval to be granted.

(2) Any Unit Owner who enters into a lease for his Unit shall provide the Secretary of the Association with a copy of such lease at least five (5) business days prior to the lease start date, along with the tenant's telephone number and email address. No lease shall be binding on the parties without the written approval of the Association as evidenced by the Secretary's signature on such lease agreement. If the Secretary is unavailable, the President or Vice President may approve the lease. Approval shall not be unreasonably withheld or delayed.

(3) The rights and obligations of any tenant of any Unit shall be subject to the covenants, conditions and restrictions set forth in the Condominium Documents, and the lease agreement must include provisions in this regard. Both the tenant and the Unit Owner shall be liable to the Association for tenant violations of the Condominium Documents and/or damage to Common Areas caused by the tenant, whether or not the Unit Owner has actual knowledge of the tenant's conduct.

(4) Any Unit Owner who leases his or her Unit shall remain primarily liable for the payment of any Assessment or any other amount due under any Condominium Document and the Association shall pursue the Unit Owner for any unpaid Assessment or any other payment due the Association. Furthermore, the Unit Owner shall be ultimately 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.

(5) 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.

(6) All Unit Owners who lease his or her Unit must pay a $150 service fee to the Association for administrative services. This fee must be paid for each new or renewed lease of the unit

(7) No more than 10 units will be allowed to be leased at any given time. If 10 units are leased, any unit owner wishing to lease his or her unit will be placed on a waiting list, to be maintained by the Board of Directors and/or the property manager. If a unit that is being leased has a Lessee move out, then at the end of that lease term, that Unit must cease leasing if there are unit owners on the waiting list. The unit owner of the unit that was being leased can then go on the waiting list, if desired.

**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 6/30, 2016, with the policy to take effect on 6/30, 2016.

President Theresa M. Witt

Secretary Joanne Stone

**COLONIAL WOODS CONDOMINIUM ASSOCIATION RESOLUTION OF THE RULES AND REGULATIONS BY THE BOARD OF DIRECTORS**

**Whereas;** without limiting other general powers which Applicable Laws, these Bylaws and the Declaration provide, the Board shall have the following general powers and duties. To 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 objective of the Board of Directors to create a uniform appearance across all buildings.

**Now therefore be it resolved;** the following rules added to the Rules and Regulations of the Colonial Woods Homeowners Association.

- Window and outside door treatments when viewed from the outside must be white in appearance
- All garages with windows must have one inch wide horizontal blinds as a window treatment.
- All windows and patio doors must have screens. All screens must be kept in good working order and kept free of cuts, tears and tape
- Windows must be kept in good working condition with no broken or cracked glass

Please add this to your copy of the Governing Documents.

Resolution adopted by Board of Directors July 2013 and enforced as of December 1st, 2013.

**Colonial Woods Homeowners Association, Inc.**
**RESOLUTION FOR AMENDMENT OF THE GRIEVANCE COMMITTEE RULES AND PROCEDURES**

Enacted: 8/15/13
Effective: 8/30/13

WHEREAS, the Board of Directors of Colonial Woods Homeowners Association, Inc. (the "Association") has the power under Section 6.07 of the of the Association's By-Laws 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" and

WHEREAS, it is the intent of the Board of Directors to maintain the long-term health of the Association by promoting a fair process by which to settle grievances,

BE IT THEREFORE RESOLVED that the Grievance Committee Rules and Procedures are hereby amended as follows:

**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. Members of the Grievance Committee shall not be liable to any Unit Owner for any mistake or judgment or any acts or omissions made in good faith while serving on the Grievance Committee. The Unit Owners shall indemnify and hold harmless each Grievance Committee Member for their acts on the Grievance Committee, unless any such act shall have been made in bad faith. The Grievance Committee Members shall have no personal liability for any act done in good faith while serving on the Grievance Committee.

f. 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.

g. 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.

h. 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.

Kersey M. Witte 8-5-13
President Date

Richard J. Hajek 8-15-13
Secretary Date