# GORDON KNOLL CONDOMINIUMS RULES AND REGULATIONS

**Updated: June 8, 2022**

## DEFINITIONS:

- Overnight – Overnight shall be defined as a timeframe from 2 a.m. until 6 a.m. of the same date.

- Resident – A Resident shall be defined as a Unit Owner or anyone who, in a four (4) week time period, resides overnight and/or parks overnight at the property more than an average of two (2) instances per week.

## ARTICLE I
## VARIANCES TO RULES AND REGULATIONS

1.1 A variance of any Rule or Regulation or special dispensation due to special or extraordinary circumstances may be granted by the Board upon the Unit owner supplying the Board a written request detailing the need for a special dispensation. A majority vote of the Board will be required to grant such a variance or special dispensation. Any variance or special dispensation granted by the Board shall be subject to revocation by a majority of all Unit owners, at a meeting duly called for such purpose.

1.2 All Unit owners are responsible for having adequate insurance to cover their personal property and their unit as defined in the Declarations. The insurance policy for the Association of the Gordon Knoll Condominiums may have coverage for a loss that is not required to be covered by the Declarations. If such a covered loss occurs, any such injured unit owner may, with the board's approval, utilize this coverage under the Association's policy to minimize the unit owner's financial loss. This is provided that the unit owner remains the responsible party to pay any deductible for any covered loss. This does not mean that the Association is in any way responsible for insuring the loss. The Association is NOT required to carry any insurance coverage(s) that are not clearly defined in the Declaration. No precedent shall be deemed to have been set and no obligation shall fall to the Association if at one time and not another, the insurance coverage in effect at the time would cover a loss.

## ARTICLE II
## ASSESSMENT AND ASSESSMENT COLLECTION

2.1 The regular monthly assessments are due on the first day of each month.

2.2 Special assessments, as may be levied from time to time by the Board, and/or any installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the special assessment.

2.3 Any fines, penalties, or other charges assessed against a Unit Owner shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the fines, penalties, or other charges.

2.4 All payments received will be applied to the oldest amounts due on record—first to any late fees, interest, attorneys' fees and costs, and then to the assessment or fine balance. Payments tendered for current amounts due will not be accepted by the Association if the instrument of payment is drafted with a future date (i.e., a postdated check).

2.5 The actual date of the Association's receipt of a payment, as reflected on the ledger of the Association, shall control as to the date that payment was made.

2.6 In the event a Unit Owner ever submits a payment which is thereafter returned for any reason (e.g. insufficient funds or account closed), the Unit Owner shall be automatically assessed $50.00, or the actual costs incurred by the Association as a result of the return of a unit owner's payment, whichever is greater.

2.7 No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association, unless the statement is written in "red," the check or payment instrument is mailed to the attention of the Board of Directors and the reduced payment amount is accepted by motion of the Board of Directors. However, if the Unit Owner has knowledge that the account has been referred to legal counsel for collection, then the payment must be mailed to the Association's attorney pursuant to paragraph 11 below.

2.8 A late fee of $50.00 shall be assessed against a Unit owner for any payment not received by the Association by the tenth ($10^{th}$) day after its due date. This late fee assessment shall be made upon each failure by the Unit Owner to remit good and timely payment of any assessment or installment thereof. In addition, unpaid assessments will incur interest at a rate of a compound rate of 1.5% per month (18% per annum) until paid.

2.9 The basic collection system of the Board shall be as follows:

a. At 15 days past due, a board member or the property manager may call the delinquent owner;

b. At 30 days past due, a past due notice may be sent;

c. At 45 days past due, a second past due notice may be sent; and

d. At 60 days past due, the matter may be referred to the attorney for collection.

2.10 An administrative fee of $100.00 shall be assessed against a Unit Owner when a matter is turned over to the Association's attorneys for collection. The Unit Owner is responsible for all costs and actual attorneys' fees incurred by the Association in connection with collecting the Unit Owner's past due balance.

2.11 Once a Unit Owner is notified or becomes aware that its account has been referred to legal counsel, then all future payments, until the account it current, must be submitted to such legal counsel for proper application of same, unless the Association's attorney directs the Unit Owner in writing to pay in some other manner. Unit Owners in collection will not

receive further statements from the Association's property manager, and their online access to their account balance will be suspended until their account is brought current.

## ARTICLE III
## USE OF PREMISES

3.1 The Units shall be used for residential purposes only. The Common Elements and Units shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of residential units.

3.2 Access to the roof area is strictly prohibited for any reason. For access to the roof for any reason, contact the Management Company.

3.3 No nuisance shall be allowed on the Common Elements or Units, nor shall any use or practice be allowed which is a source of persistent and meaningful annoyance to the Unit Owners or Unit Owners' occupants, or which interferes with the peaceful possession or proper use of said property by the Unit Owners or Unit Owners' occupants.

3.4 No improper or unlawful use shall be made of the Common Elements or Units or any part thereof, and all valid laws, ordinances and regulations of all governmental bodies having jurisdiction thereof shall be complied with.

3.5 No rule or regulation shall be adopted by the Board which shall deprive any Unit Owner of substantial property or occupancy rights, or which shall operate in a discriminatory manner.

3.6 Unit Owners and Unit Owners' occupants shall not make or allow any noises or odors, which in any way or at any time might be objectionable to other Unit Owners or Unit Owners' occupants. Unit Owners and Unit Owners' occupants shall not cause or allow voices, musical instruments, televisions, radios or other such sound producing devices to in any way or at any time become objectionable to other Unit Owners or Unit Owners' occupants.

3.7 No Unit Owner shall decorate, alter, or install any item on the Common Elements of the building without the prior written consent of the Board of Directors. This provision shall not be construed as to deny Unit Owners the right to temporarily decorate their units for an appropriate holiday provided that the decorations do not create a fire hazard [i.e. touching the glass portion of the hallway light fixture or restricting fire egress].

3.8 No owner of a Unit may erect, post or display posters, signs or advertising material on the Common Elements or at locations within a Unit which are visible from the Common Elements without the prior written consent of the Board of Directors. Exceptions are the following: (a) A unit owner may erect or post a temporary sign of customary and reasonable dimension <u>on the day of</u> and relating to the open house of a Unit for sale (not a "**FOR SALE**" sign); and (b) signs that support or oppose a candidate for public office or referendum question may be displayed to public view from a unit as long as the sign is no more than 24 inches by 24 inches in size, is placed no more than 60 days prior to the

pertinent election or vote, and is removed within 7 days of the pertinent election or vote. Where consent of the Board of Directors is obtained, or as otherwise allowed herein, the permitted signs will be erected and maintained in accordance with all ordinances, rules and regulations applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the exterior of the Building. No lockboxes of any kind, except Association-authorized lockboxes, are to be attached to any area of the building, including common area doors. Realtor lockboxes are allowed to be securely attached to a unit owner's door with prior approval of the association. (Additional information is located in Article IV following.)

3.9 Due to fire codes, no material of any kind shall be placed in the public area hallways by unit owners (such as doormats, rugs, shoes, plants, etc).

3.10 No Unit Owner or occupant shall allow newspapers or other items to accumulate in any public area, including outside the front lobby door or inside the front lobby. It is the responsibility of any unit owner to remove newspapers, periodicals, etc on a daily basis.

3.11 Unreasonable amounts of newspapers, empty boxes, or flammable materials and the like shall not be kept in any unit of the condominium. Due to the hazardous nature of such items, the Board may confiscate any such item(s) found in violation of this provision.

3.12 There shall be no smoking in any of the Common Elements of the Gordon Knoll Condominiums. It is the responsibility of a unit owner to insure that smoke or other noxious odors from their unit does not extend into any other owner's unit or to any common area of the building.

3.13 Due to fire hazard, no live Christmas trees or wreathes shall be allowed on the property.

3.14 In situations where a condition in one unit affects another (including, but not limited to, a drain serving one unit being in need of repair that leaks into the unit below), all involved unit owners must work cooperatively to promptly coordinate repairs and the owner from whose unit the condition originates is responsible for the cost of repair. In the event that a unit owner delays the repair work, such that further damage is caused to a unit or surrounding common element, the unit owner causing the delay is responsible for the additional damage caused. In such cases, if the Association hires a contractor to repair the damage, the Association may assess the cost to the unit owner who caused the delay/additional damage.

## ARTICLE IV
## SECURITY

4.1 No soliciting or selling, including door to door soliciting of any type, shall be permitted on any part of the Common Elements without the prior written approval of the Board.

4.2 Each Unit owner is responsible for maintaining the building's centralized fire and smoke detectors in their units. If it appears a detector is not working properly, the owner must notify the Management Company.

4.3 All unit owners are responsible to keep their key fobs, unit keys and garage door openers in a secure fashion. An owner is required to notify the Association of any of these lost items. If, in the judgment of the board of directors, misplacing or losing any of these items compromises the security of the building, then the unit owner shall bear the cost for any corrective action required, up to and including replacing all common area locks and replacing/reprogramming all of the building garage door openers.

4.4 "Access" to any area of the building/garage shall only be obtained by one of the following means:

a) Use of a key(s) or a key fob by the person(s) seeking entry;

b) Use of a garage door remote opener by the person(s) seeking entry;

c) By being "buzzed in" from the intercom system.

d) By personal escort of a unit owner/resident;

e) For access related to the sale of a unit…a code provide as noted in 4.6 below

4.5 Real estate lock boxes, keys or key fobs are <u>not</u> permitted as access to the building for sales agents or potential buyers of a unit. If you or your real estate broker needs access to the building, please contact the Management Company. The unit owner will be provided an "individualized hand-entered code" that will allow the broker and cooperating agents access to the common front door area. Upon sale of the unit, the seller is required to contact the management company so that this code can be removed from the system. A real estate lock box can be installed on an individual's <u>interior</u> unit door <u>with only their unit key</u>. *(Your real estate broker should be aware that an insert is available on the market that would allow their lock box to be installed on a lever handled doorknob such as is common on the property. For those who will sell by owner, this insert is available from <u>www.shurlok-products.com</u>. This insert <u>must</u> be used!*

## ARTICLE V
## LEASING OF UNIT AND/OR PARKING SPACES

5.1 Leasing of Units and Parking Spaces is governed by the Bylaws. The following additional rules shall apply.

5.2 All Unit Owners must notify all permitted residents that there will be no parking allowed on the grass, in the driveways or in any parking stall of another owner at any time while moving in or out of a unit.

5.3 As stated in the Bylaws, owners must seek Board approval of any lease or renewal before tenant occupancy/the renewal term starts. Once the lease is provided to the Board, the Board will respond within 3 business days as to whether the lease is approved.

5.4 A $100 move in/move out fee will be charged to the Unit Owner whenever a tenant moves in or out of a non-owner occupied Unit.

5.5 The Board reserves the right to terminate any lease if the lessee is found not to be in compliance with and Declaration, Bylaw, Rule or Regulation of the Gordon Knoll Condominiums. If such termination occurs, the Board reserves the right to direct the removal of the lessee and lessee's automobile from Gordon Knoll Condominiums.

5.6 If the twenty percent (20%) threshold to lease a Unit has not been met a Unit Owner may request approval as stated in the Bylaws, and if approved by the Board of Directors, the Unit Owner shall have a maximum of sixty (60) days to identify a qualified tenant who has executed a lease agreement. If the Unit Owner fails to identify a qualified tenant who has executed a lease agreement within the sixty (60) day time limit the Unit Owner shall lose the opportunity to lease the unit and the next eligible Unit Owner on a waiting list, if any, may be provided the above opportunity to lease.

As it relates to existing leased units, if the twenty percent (20%) threshold has not been met and if there is a change in tenancy or lessees, the Unit Owner shall have a maximum of thirty (30) days to identify a qualified tenant who has executed a lease agreement. If the Unit Owner fails to identify a qualified tenant who has executed a lease agreement within the thirty (30) day time limit, the Unit Owner shall lose the opportunity to lease the unit and the next eligible Unit Owner on a waiting list, if any, may be provided the above opportunity to lease. If, upon expiration of an existing lease, and more than twenty percent (20%) of the units in Gordon Knoll are under lease agreements, the Unit Owner may not re-lease the Unit and may place his/her name on the waiting list to be considered, if and when, the number of rental units is below the twenty percent (20%) of the cumulative number of units that comprise the condominium property.

## ARTICLE VI
## SANITATION

6.1 The Common Elements shall not be obstructed, littered, defaced, damaged or misused in any manner.

6.2 All Unit Owners or occupant of a Unit Owner's unit shall adhere to any laws, ordinances, and/or rules pertaining to recycling as dictated by any Governmental, Quasi-Governmental and/or Association authority.

6.3 All Unit Owners are responsible to place refuse in the properly marked trash/recycling bins. All cardboard boxes must be flattened prior to being put in the paper/cardboard container. All material must be disassembled to fit in the appropriate container. The trash service will not remove any items left outside of the containers (such as furniture, large boxes, etc).

## ARTICLE VII
## MANAGEMENT

7.1 No Unit Owner or occupant of a Unit Owner's unit shall or attempt to direct, supervise, or in any manner assert control over any Association contracted worker(s). Poor workmanship or performance of such individuals should be reported to the Board or to the Management Company immediately.

7.2 All notices and/or requests to the Association, the Board or any officer(s) referenced herein shall be sent to The Management Company. Notices and/or requests from the Association, the Board or any officer(s) referenced herein shall be sent by the Management Company. The Board members may, from time to time, directly notify the owners of general information not involving association policy or official notices.

## ARTICLE VIII
## PATIOS/DECKS/WALKWAYS

8.1 To ensure compliance with City of Milwaukee fire codes:

a) **Charcoal grills** may be used only on ground level concrete decks, and must be 10' or more from wooden decks above them where applicable.

b) **Propane grills** may be used on fully metal balconies on the south side of the building, as well as on ground level concrete decks.

c) Wooden deck balconies on the east and west sides may use **electric grills** or **propane grills using 2.5 pound or smaller tanks.** Propane tanks larger than 2.5 pounds may not be used or stored on wooden deck balconies.

8.2 A Unit Owner or occupant of a Unit Owner's unit shall control all barbecue fires, smoke and/or offensive odors so as to not disturb or be dangerous to the neighboring Unit Owners, neighboring units or the Common Elements. Every Unit Owner who barbecues on or near a deck shall have a qualified, fully operational fire extinguisher readily available during any time the barbecue is in use. Wood-burning stoves and fire pits are not permitted on the premises. Open wood-burning fires are not allowed on any balconies, patios, or any outdoor areas.

8.3 No boxes, bicycles, carriages, indoor furniture, or other similar items shall be stored on the patio/deck. Items on patios/decks shall be limited to those types of items typically used outdoors such as planters, grills, patio chairs, patio tables, etc.

8.4 No clothes, sheets, blankets, rugs, laundry or other similar unsightly items shall be hung and/or displayed from the patio/deck. In addition, no such items shall be placed in any unit or on the common Elements so as to display same to or from any Common Elements or Limited Common Elements. No clothesline of any fashion or material shall be placed on the patio/deck.

8.5 The following rule applies to any owner who installs a satellite dish, C.B., television, or other antenna. The rule does not apply to the extent that it conflicts with applicable law:

a) Owners must notify the Board in advance of installing a satellite dish or antenna.

b) No satellite dishes or antennas may be placed in the common area.

c) In the event that adequate reception quality cannot be achieved by installation on the unit's patio/balcony, application may be made to the Board of Directors with a proposed alternative placement for the Board's review.

d) Satellite dishes shall be professionally installed, and may not be larger than 3 feet in diameter. Wiring for the dish must be installed through the unit and may not penetrate the buildings' masonry exterior. All wires must go through part of the "unit" as defined in Association Documents (windows, doors, door frames, etc.).

e) Satellite dish and wiring must be removed upon termination of service or sale of the unit, whichever occurs first, and any common or limited common area affected during removal must be returned to its original condition at owners' expense within 30 days after removal. If the seller does not pay for the expense, the buyer (new unit owner) will be responsible for the cost.

8.6 No Unit Owner shall plant, re-landscape, and/or decorate any bedding area(s) without the prior written permission of the Board. Unit Owners may, however, place removable planters, flowers, and/or flowering plants on their private patio or deck.

## ARTICLE IX
## VEHICLES, PARKING AND GARAGE

9.1 The following rules and regulations are in addition to or in conjunction with the provisions of condominium Declaration and Bylaws.

9.2 "Access" into the garage/building must be obtained as outlined in Article IV.

9.3 Unit Owners shall be responsible for the policing of unauthorized use of the parking space(s) associated with their unit, whether by ownership or by lease. Any Unit Owner/Resident, who discovers an unauthorized vehicle parked in or encroaching upon his or her parking space, shall first make a reasonable effort to contact the owner of the vehicle. In the event that the violation is not corrected, and at the Unit Owner/Resident's discretion and/or expense, the offended Unit Owner/Resident shall be responsible for contacting the proper authorities to have the offending vehicle ticketed and/or towed. The Association assumes no responsibility for ticketing and/or towing charges, but reserves the right to do so should circumstances warrant.

9.4 At no time may any Resident park their vehicle(s) in any outdoor parking space, unless leased from the Association. The Association may rent up to 7 of the 14 available outdoor parking spaces; the rest of the parking spaces are reserved for guest use only. Residents are to park in the parking spaces associated with their unit, either through ownership or through lease. In the event that there is a need for an additional parking space, a Resident must contact the management company in writing. Written approval from the Board of Directors must be received PRIOR to the parking of the vehicle. Approval will be at the discretion of the Board of Directors and dependant upon the availability of parking spaces.

9.5 Each Unit Owner shall be issued two (2) "Guest Parking" permits to be used solely for outside "guest" parking. "Guest Parking" permits are required to be prominently displayed

from the rearview mirror for vehicles parking two (2) or more contiguous "overnights". Any vehicle not in compliance will immediately be subject to ticketing and/or towing at the vehicle owner(s) expense. The Unit Owner is responsible for the transfer of all "Guest Parking" permits to any future Unit Owners or Residents of the unit. The Association shall not be responsible for replacement of "Guest Parking" permits if a transfer to future Unit Owners or Residents does not take place. In the event of loss, an amount not less than $10.00 will be charged for replacement costs for each permit.

9.6 All vehicles shall be reasonably centered in the parking space at all times so as not to encroach upon drive lanes and/or neighboring parking spaces. Each Unit Owner/Resident shall be responsible for controlling the use of their assigned parking space(s) so as to not infringe upon the cleanliness or safety of the garage or vehicles occupying the garage and/or parking spaces.

9.7 All vehicles parked on the premises shall remain in good operational order and registered with the Department of Motor Vehicles at all times. Vehicles must be maintained properly to prevent auto fluid leaks. Due to maintenance or cleaning of the garage, all stored items must be removed from the parking space by 7pm the night before the scheduled cleaning, and all vehicles must be removed by 7am the day of the scheduled cleaning. All stored items must be moved back in by 6pm the day following the cleaning. During the cleaning, Unit Owners may use the hall space for temporary storage of items, as long as the items do not block doorways and are kept along one side of the wall for fire safety purposes. If an owner fails to timely remove the vehicle and all stored items from the garage area, the owner will be subject to fines in addition to any cost incurred by the vendor in the event service is delayed or needs to be rescheduled.

9.8 No vehicle shall travel at a rate of speed in excess of ten (10) miles per hour in any parking or drive area of the condominium.

9.9 Storage in the garage shall be limited by the following restrictions:

a) Storage must be in the parking space of the resident contiguous with the front wall (or protective pillars at the front of the parking space if utilities cover the front wall.)

b) Storage must be contained in an airspace and boundaries of the parking space. Cardboard may not be stored on the floor within the parking space.

c) Storage shall be restricted to items customarily found in a garage and not items generally intended for the living space of a unit. Such items meant for the living space of a unit include but are not limited to furniture, bed/mattress, appliances, books/papers, clothing, electronics, toys, etc.

d) Flammable liquids/gases such as gasoline or propane may be stored only in cans/tanks 2.5 pounds or less.

e) Given the impossibility for predicting items resident might wish to store in the garage, storage in the garage shall not be considered a property right and shall be

considered a privilege. In this respect the Board of Directors reserves the power to require the removal of items that in their sole discretion are unacceptable.

f) The Association shall not be responsible for any damage or theft to any personal property stored in the garage. This includes damage that might be caused by water leaks or the need for periodic cleaning of the garage.

g) No personal items may be locked/chained to any building common element structure, other than one specifically designated for that purpose (i.e. the bike rack provided by the Association).

h) The Association offers leased storage closets for any owners that require additional storage.

i) Stored items must leave a minimum of 18" clearance from all sprinkler heads.

j) No cardboard shall be kept within the garage parking spaces due to mold concerns. Any and all items stored in the garage must be non-combustible, per fire codes.

9.10 No activity that causes a disturbance to other unit owners or may have the potential for personal injury or property damage shall be allowed in the garage or outdoor parking area (skateboarding, loud music, etc.). Cooking, sleeping and/or residing in any vehicle, whether temporary in nature or otherwise, is prohibited in all areas of the condominium.

9.11 Electric Vehicles. If an Owner/Occupant wishes to charge an electric vehicle on the condominium property, the Owner/Occupant may not charge the vehicle from common electric outlets. Electric vehicles may only be charged at an outlet tied to the meter associated with the Owner/Occupant's Unit, such that the Owner/Occupant will be fully responsible for the costs of charging the vehicle.

## ARTICLE X
## ANIMAL POLICY

10.1 These Rules and Regulations here incorporate as though more fully set forth herein, Section 7.1(f) of the By-Laws of Gordon Knoll Condominiums, Inc.

10.2 Not more than two (2) dogs or (2) cats, or one dog and one cat shall be permitted in each unit. Currently registered animals are grandfathered, but if the unit ownership changes, these limits apply. Any violations of this Rule and/or the Rules stated in 10.3 below will result in fines as set forth in Article XII.

10.3 Rules and Regulations:

a) The terms of the Declaration and Bylaws are incorporated herein.

b) The Board reserves the right to approve which animals may be permitted to occupy a unit, subject to such height, weight and other restrictions as the Board of Directors deems reasonable in their sole discretion.

c) Unit owners must control their animals. No animal shall be permitted on the Common Elements unless on a leash or in a container or cage and within the control of a person capable of controlling the animal.

d) Owners shall be responsible for the proper disposal of the animal's waste without regard to their control over the animal at the time or location of the waste.

e) If the Board designates an area of the Common Elements as a "animals area", then animals shall be exercised only within this area. Such designation shall not operate to diminish the permit holder's responsibility under paragraph (d) hereof. As of the date of these Rules there is no area designated as such.

f) Unit owners are responsible for the behavior of their animal and any handler thereof.

g) All animals shall be maintained in a manner as to keep any noise at a minimum level which in any event must not be an unreasonable annoyance to the other condominium residents.

h) Every dog, cat, or any other animal which could be ambulatory outside an owners unit, or could present any type of safety issue, must be registered with the Management Company. Animal registration shall consist of:

1) Written verification of the type and name of each animal occupying the unit;

2) Relative size and weight of each animal;

3) Verification of all required vaccinations;

4) Any disposition concerns any animal may have;

5) Any safety issues concerning any or all animals occupying the unit, of any type whatsoever.

i) There shall be a $10 monthly fee per dog assessed to the owners of units where dogs reside for maintenance of common areas.

## ARTICLE XI
## RULE VIOLATIONS

11.1 Each Unit Owner shall be responsible for the violations of and/or noncompliance with the Declaration, By- Laws, rules, regulations, covenants, conditions or restrictions committed by the Unit Owner, any individual of the Unit Owner's household, any occupant of the Unit Owner's unit, any tenant or sub-tenant of the Unit Owner's, any guest or visitor or the Unit Owner's occupant's guest or visitor.

11.2 All Unit Owners and occupants of Unit Owners' units shall report in writing to the Association Board of Directors via the Management Company any alleged violation of or

non-compliance with the By-Laws, rules, regulations, covenants, conditions or restrictions as required hereunder.

11.3 Upon the Board's receipt of information regarding an alleged violation of or non-compliance with the Declaration, any By-Laws, rules, regulations, covenants, conditions or restrictions, by any Unit Owner, the Board shall furnish written notice to the Unit Owner as set forth in Article XII below.

## ARTICLE XII
## ENFORCEMENT AND GRIEVANCE PROCEDURE

12.1 The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, the By-Laws, rules, regulations, covenants, conditions or restrictions:

a) **A WRITTEN WARNING <u>for a Unit Owner's first violation</u>** of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents.

b) **FIFTY DOLLARS ($50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents (or for the violation that remains after the Unit Owner has received the warning letter discussed in 1.a). The second violation does not need to be the same violation as the first violation in order for the $50 fine to be assessed.

c) **ONE HUNDRED DOLLARS ($100.00)** shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.

d) Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS ($500.00) shall be assessed for each violation** of the Condominium Documents, <u>when in the sole opinion of the Board of Directors</u> 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 Unit Owner's non-compliancewith the Condominium Documents.

4) The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution can not be determined. *(e.g. if alterations are made that cannot be restored to their original state.)*

12.2 Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

12.3 **Attorney Fees**

a) The Board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.

b) In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the unit owner's mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. **This Rule does not apply to owners' fair housing complaints, neither State nor Federal.**

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

12.5 **GRIEVANCE COMMITTEE RULES AND PROCEDURES**:

a) The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.

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 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;

4) The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

## ARTICLE XIII
## GENERAL PRINCIPLES

13.1 The Board of Directors shall adopt rules and regulations governing the use of the common Elements and Units, as same are defined in the Declaration, and the personal conduct of the Unit Owners and the Unit Owner's family, tenants and guests thereon. Such rules and regulations will be so adopted in light of the duties and rights established in the Declaration. The Board shall publish and furnish to each Unit Owner the specific rules and regulations as adopted or revised from time to time.

13.2 The Board of Directors shall retain the right to make reasonable decisions based on a solely "subjective" basis as they may deem to be in the best interest of the Association.