

# **Windsor Condominium of Park Ridge**

## **CONDOMINIUM RULES**

**(Approved by Board of Directors – November, 27 2015)**

# **2015**

**EFFECTIVE DECEMBER 1<sup>ST</sup>, 2015**

**Owning a condominium home is different from owning a single-family home or renting an apartment. The benefits we enjoy come in exchange for delegating some of our decision-making to others and agreeing to cooperate and be bound by decisions made for the collective good.**

**Please keep these Rules in a safe place. You will want to refer to them during the time you own your Unit and they must be provided to the purchaser at the time you sell your Unit (along with the Declaration, By-Laws, a current operating statement and other Disclosure Materials).**

## WINDSOR CONDOMINIUM OF PARK RIDGE RULES AND REGULATIONS

In order to promote a pleasant and harmonious atmosphere for all Unit Owners and Occupants, the Windsor Condominium Homeowners Association has established Rules and Regulations, which have been amended and may continue to be amended from time to time by the Board of Directors, pursuant to the provisions set forth in the Association's By-Laws and/or the Declaration of Condominium. These Rules are designed to give Units Owners the greatest degree of personal freedom while protecting the rights of others. Every Unit Owner or Occupant shall at all times observe all laws, ordinances, rules and regulations now or hereafter enacted by either the City of Madison, County of Dane, State of Wisconsin or adopted by the Windsor Condominium Homeowners Association, Inc. If you have suggestions regarding the Rules and Regulations, please contact a Board member or the management office.

1. Obstructions. The greens, walkways and entranceways surrounding individual Units shall not be obstructed or used for any purpose other than ingress to and egress from the Units. Common elements and limited common elements shall be kept free from rubbish, debris and other unsightly materials. No outdoor clothesline may be erected and nothing shall be hung or exposed on any part of the Common Elements or Limited Common Elements.
2. Noise. No Unit Owner, Occupant, or guest shall make or permit any noise that will disturb or annoy the other Occupants in the Condominium or otherwise interfere with the rights, comfort or convenience of the other Occupants. Noise shall be minimized during the hours of 10 p.m. to 9 a.m.
3. Projections. No awnings, wiring, other projections or fixtures shall be attached to the outside walls of the building without the prior written consent of the Association. Occupants shall hang draperies or blinds (no sheets) in all windows of their Units visible from the outside of the building. The liners or interior surfaces of all window coverings are to be off-white, beige or neutral in color so that the buildings present a uniform exterior appearance.
4. No Storage in Common Areas. No bicycles, tricycles, motorcycles, scooters, baby carriages, carts or similar vehicles or toys, or other personal articles shall be allowed to stand in any of the common or limited common areas without prior written approval from the majority of the Board of Directors.
5. Trash Removal. Curbside trash pick-up is provided by the City of Madison. You must use the containers provided by the City of Madison. The tan cart is for trash, and the green cart is for recycling. Refuse waste must be put out for collection by 7:00 a.m. on the scheduled collection day. Late set outs will not be collected until your next scheduled collection day. City ordinance states that no container shall be placed at the curb edge more than 12 hours before collection day and shall be moved within 24 hours after collection. All Occupants agree to abide by mandatory City of Madison recycling laws. Any fines imposed by the City of Madison for failure to comply with these laws will be assessed to the offending party.

- a. All recyclables are to be disposed of in the green recycling cart and placed at the curb every other week. If Occupants do not have a recycling container trash cart, they may call the City of Madison, Recycling Division (267-2626).
- b. Placement of Curbside Carts: When exiting from the Unit to the City of Madison Streets, trash carts (tan) are to be placed on the left side of the driveway and recycling carts are to be placed on the right side of the driveway.

If any Owner/Occupant fails to comply with the established trash removal policies the Owner/Occupant will be fined. Owners must label their bins with their house number on the top or on the side of the bins.

6. Passkey. The Association does not maintain a passkey to the Units. Unit Owners are encouraged to provide a Unit key to another party for entrance in the event of an emergency. Please provide your key holder's contact information to management. City of Madison emergency personnel will enter based on the department's guidelines. The Unit Owner will be responsible for all repairs to windows and doors if it is necessary to enter in an emergency.
7. Signage. Signs, advertisements, notices or other letterings exhibited outside of or in any window of a Unit are not permitted with the exception of political signage as outlined below. "For Sale" signs and "For Rent" signs are not permitted at the condominium. There is an automatic one-hour maintenance charge for the removal of any sign erected at the condominium. "Open House" signs are permitted only during the hours of the Open House. Unit security signs are allowed with Board approval.

Under the authority of sec. 703.105 Wisconsin State Statutes., a Unit Owner may display one (1) sign supporting or opposing a candidate for political office or a referendum question subject to the following:

- a. For purposes of this rule, "political office" shall mean any elective office of the federal, state or municipal government, including without limitation, members of school boards or other boards or commissions directly elected by vote of registered voters and "candidate" shall mean an individual who is nominated or standing for such office at the next scheduled election for it.
- b. Said sign may be displayed (1) within a Unit and may be visible from the outside, such as placement in the window of a Unit; or (2) within a Limited Common Element whose use is appurtenant exclusively to the subject Unit Owner. The sign may not be attached or displayed on any Common Element (building roofs, walls, lawn areas, etc.)
- c. Said sign shall be no larger than 14" x 22" and may have the long side either vertical or horizontal.

- d. Said sign may be displayed for a period of no more than 45 days before the election date for candidates for federal or state office, other political offices and referendum questions. This time period applies both to primary and final elections. Signs shall be removed within seven (7) days after the election to which they apply.

8. Parking and Vehicles.

- a. Owner/Occupant vehicles must be parked in the Unit garage, directly behind the Unit garage door (as long as the vehicle does not impede or prevent access to **emergency vehicles**, another Unit Owner's garage or snow removal) or on the City of Madison streets. Unit Owners are not guaranteed the ability to park vehicles directly behind their garage door. Due to limited parking, Guest Parking spaces are for Guests, not Owner/Occupant vehicles.
- b. Guests may park their vehicles directly behind the Unit garage door of the Unit they are visiting or in Guest Parking (as long as the vehicle does not impede or prevent access to another Unit Owner's garage or snow removal). Vehicles in Guest Parking (vehicle must be moved/used every 24 hours). Parking is also available on the City of Madison streets. Moving from one Guest parking space to another to bypass the 24 hour limit will not be allowed. If guests are going to be staying for more than 24 hours, please notify the Property Management Company to avoid fines.

If additional space is needed for snow removal, Guest parking spaces will be used.

- c. Unit Owners and Occupants are not permitted to park any recreational vehicles, including, but not limited to trailers, campers, boats, boat trailers and/or snowmobiles in the common area. Inoperative, non-driven, vehicles with expired license plates, immobile cars and other vehicles may remain in the parking area up to twenty-four (24) hours and then must be removed unless special permission is granted by the Board of Directors.
- d. Unit Owners who park their vehicles or guest vehicles directly behind their garage doors may park only one car behind a one-car garage and two cars behind a two-car garage. Two vehicles parked behind a two-car garage must be parked side by side. Vehicles parked behind the garage door must be no more than two feet (2') from the garage door and may not extend (to either side) past the garage door.
- e. Unit Owners who park their vehicles or guest vehicles behind their garage door are responsible for snow removal. Snow removal must be completed within 24 hours from the end of the snowfall. Failure to remove the snow will result in maintenance personnel removing the snow, at Unit Owner's expense.
- f. The entire roadway system in the development is a FIRE LANE. No parking is allowed on the roadway at any time. At no time should vehicles be driven or parked on the lawns or sidewalks.

- g. Vehicles shall not be repaired while parked in the lots. All vehicles shall be repaired inside of the individual Unit garage.
- h. From November 1<sup>st</sup> to April 1<sup>st</sup> vehicles parked on City of Madison Streets must adhere to alternate side parking ordinances for the City of Madison.
- i. There is absolutely no parking, for any reason, in Fire Lanes and where No Parking signs are posted.

**Parking Penalties:** Unit Owners who do not comply with the above regulations will be subject to any or all of the following:

- i. Placement of a violation sticker on the vehicle window.
  - ii. Ticketing and/or towing by the Madison Police Department, at Owner's risk and expense.
  - iii. A fine in accordance with the Course of Action and Penalties listed in subsequent pages.
9. Garages. Each Unit Owner/Occupant is responsible for keeping the area immediately under and outside the garage door free of ice and snow to avoid damage to the garage doors and garage concrete sill caused by snowplows. The Association assumes no responsibility for damage to garage floors caused by the use of salt or similar de-icing materials. Snow and slush should be swept from garages to prevent damage to the concrete floors. For safety, security and aesthetic purposes, Unit Owners and Occupants are encouraged to keep the Unit garage door fully closed except when Unit Owner or Occupants entering or exiting the garage or working in the garage. Maintaining closed garage doors makes all residences less vulnerable to rodents, vandalism and robbery.
10. Balconies/Decks/Porches. Only appropriate outdoor furniture may be stored on balconies, decks, or porches. The Association reserves the right to use its discretion in determining what is acceptable.
- a. Firewood: Firewood is only to be stored within the Unit or Unit garage.
  - b. Exterior Flooring Surfaces: Floorboards of balconies and decks, concrete stoops and patios adjacent to a Unit are part of the Unit and the responsibility of the Unit Owner to maintain and repair.
  - c. Balcony and Deck Railings: Painted surfaces, such as balcony and deck rails and deck dividers, will be maintained by the Association. Nothing may be placed on the balcony or deck rails, or dividers that could possibly fall off. Additionally nothing can be secured to the balcony or deck rails or dividers in any permanent manner such as by using screws or nails.  
Anything that is placed on the rails, such as planters, must be secured in a semi-permanent manner such as by clamping, but must not damage the surface it is secured to. Anything that is attached to the rails must have prior written approval from the

Board of Directors or Management Company. Shaking rugs or mops from any balcony, drying or hanging items on any balcony, storing personal property or throwing any item (except for snow) from any balcony is prohibited.

- d. Grills: The storage or use of gas grills (with or without gas tanks) or charcoal grills is prohibited on all balconies, decks, or covered porches. Grills, when in use, must be at least 10' from the building structure at all times. (City of Madison Fire Code, Section 34.308 Open Burning).
11. Birdfeeders. Birdfeeders are not allowed on the premises and feeding of wild animals or birds is not permitted. Upon written request to the Board of Directors or Management, liquid feeders, such as hummingbird feeders, may be permitted. Size of the feeder and placement must be included in this request.
12. No Use Increasing Insurance Cost. No Unit Owner shall make or permit any use of his or her Unit or the Common Elements that will increase the cost of insurance upon the Condominium property. Any fines, penalties or cause of insurance policy termination placed on the Windsor Condominium Association is the responsibility of the Unit Owner in violation.
13. No Hazardous Equipment. No Unit Owner/Occupant shall operate any apparatus or equipment of any kind deemed hazardous to life, limb or property, or use or permit to be brought onto the Condominium property any flammable fluids, any explosives or other articles deemed hazardous to life, limb or property.
14. Negligence/Damage to Property. The Association reserves the right to charge a Unit Owner for damage to the property as a result of negligence, carelessness or misuse on the part of the Unit Owner or family member, guests, Tenants or employees of the Unit Owner.
15. Plumbing Fixture Maintenance. Sinks, toilets and other plumbing fixtures shall be used only for the purpose for which they were constructed. Improper articles shall not be introduced into same. All damages resulting from any misuse of same shall be the responsibility of the offending Unit Owner.
16. Pets. Unless prior written consent is obtained from the Association, no Unit Owner, or Occupant of any Unit, their guests or invitees shall permit, keep or harbor in the Condominium any animals, birds, reptiles or insects, excepting (a) small fish normally found in a home aquarium, (b) domesticated caged birds, (c) one dog with a maximum weight of twenty pounds, or (d) two cats.

When dogs or cats are not carried, they shall be leashed; and shall be leashed when walked or exercised on the Condominium grounds. Pets are not permitted to be left unattended, or staked and/or tied when outdoors. The Unit Owner shall immediately remove, or cause to be removed from the premises, his/her pet or the pet of any Occupant of his/ her Unit, or their guests or invitees, when such animal emits excessive noise, such as dogs barking or howling, or the pet becomes a nuisance, as judged solely by the Board of Directors of the Association. Further, each Unit Owner shall be responsible for the clean-up, and

immediate removal of all wastes from his /her animal or the animal of any Occupant of his/her Unit or their guests or invitees.

Any damage to common areas or limited common areas deemed to be the result of pet damage will be the responsibility of the Unit Owner to correct at his/her expense. The Board of Directors, at its discretion, may replace or repair any damage and charge the Unit Owner for the repairs.

17. Outside Water Faucets. Outside water faucets are for the Association's use only and not for private use such as washing cars or cleaning garages. The shutoff valves for these faucets are located inside individual Units. The Association reserves the right to enter those Units for the purpose of turning these valves on and off and draining the water lines. Unit Owners in end Units are responsible for turning off the common water valve no later than October 31<sup>st</sup> of each year and turning the common water valve on no later than April 1<sup>st</sup> of each year or upon request by the homeowner's association. Unit Owners may request assistance from maintenance personnel by contacting the management office. If a Unit Owner turns the water valve on after it has been turned off, any frozen or broken pipes resulting in damage will be the Unit Owner's responsibility to repair at their expense.
18. Timely Notice of Interior Damage. The Association shall not be responsible for damage occurring inside the Unit from the failure or disrepair of a Common Element unless the Unit Owner provides timely written notice of such damage to the Management Company. Unit Owners who will be away from their Units for any extended period of time shall turn off the main water supply at the water meter (and drain down the water in fixtures in the event of such absence during the winter months). The Unit Owner shall arrange for the Unit to be checked on a regular basis by a responsible person who will report any and all damage which occurs due to the Unit Owner's failure to properly turn off the main water supply and drain down the water in fixtures. The Unit Owner will maintain adequate heat in the Unit during the winter months to prevent any water left in the pipes from freezing. The name and contact information of the person checking the unit shall be provided to the management company prior to the departure of the Unit Owner, for use in the event of an emergency.
19. Renting of Units. Each of the Units shall be occupied and used only as a residence by the respective Owners thereof, their families, approved Tenants, servants and guests and for no other purpose.

Any Owner who purchased their Unit by October 31, 2012 will be grandfathered into previous rules regarding renting and will be allowed to rent without prior permission from the Board. The grandfather clause also allows for renting above and beyond the maximum 8 units. The following rules will apply to Owner's grandfathered in:

The Owner should provide to the Property Management Company and/or the Board of Directors the results of a leasing applicant's background check, credit check, history of any previous rentals, and a copy of the renter's insurance policy completed at the Owners expense. The Board of Directors recommends the Owner allow the Windsor Condominium Property Management Company provides this service for a processing fee.

The Owner must, within 30 days of a signed lease agreement, provide a signed copy of the lease agreement and a copy of the "Rules & Regulations Form" signed by the renter to the Property Management Company and/or the Board of Directors. Owners must also provide updated contact information to ensure the Property Management Company and/or the Board of Directors can contact the Owner. The Owner is responsible for the actions of their renter. Any violations of rules will result in fines to both the renter and the Unit Owner.

A rental lease must stipulate (a) the Owner is responsible for the payment of any and all Association dues and (b) Tenants(s) must carry renters insurance. No lease term may be more than twelve (12) months or less than three (3) months.

Fines may be assessed to both Owner/Tenant in accordance to WI State Statue § 703.

Any Owner who purchased the Unit on, or after November 1, 2012 will be held to the following:

No more than 8 Units in the Association may be leased at the same time. No Unit Owner may rent his/her Unit for longer than six (6) years cumulatively. A Unit Owner must establish residency for a minimum of three (3) consecutive years prior to seeking permission to rent. The Unit Owner must request permission to lease his/her unit and approval may only be given if residency is established and if the maximum allowed number of rentals is not met.

Owners who have met the criteria above and wish to rent their property once the maximum number of rentals has been met will be placed on a first-come-first-served waiting list by Management Company.

Maximum number of allowed rentals less approved rental requests determines availability of rental Units. Unit Owners may request to be notified by the Management Company when a rental becomes available.

Notification of approval to rent, are sent to the Unit Owner(s) via certified mail by the Management Company within thirty (30) days. The Owner must rent their unit within sixty (60) days of receipt of approval letter. If Unit is not rented within sixty days (60), the Owner's right to rent is revoked and the Unit Owner may ask to be returned to the waiting list.

When a potential Tenant is identified, the Owner should provide to the Property Management Company and/or the Board the results of a leasing applicant's background check, credit check, history of any previous rentals, and a copy of the renter's insurance policy completed at the Owners expense. The Board of Directors recommends the Owner allow the Windsor Condominium management company to provide this service for a processing fee.

The Owner must, within 30 days of a signed lease agreement, provide a signed copy of the lease agreement and a copy of the "Rules & Regulations Form" signed by the renter to the



Property Management Company and/or the Board of Directors. Owners must also provide updated contact information to ensure the Property Management Company and/or the Board can contact the Owner. The Owner is responsible for the actions of their renter. Any violations of rules will result in fines to both the renter and the Unit Owner.

A rental lease must stipulate (a) the Owner is responsible for the payment of any and all Association dues and (b) renter(s) must carry renters insurance. No lease term may be more than twelve (12) months or less than three (3) months.

The Board of Directors reserves the right to revoke any Rental privileges of the Owner for a minimum of one (1) year based on, but not limited to, the following reasons:

- Association dues are more than 3 months delinquent.\*
- Tenant(s)/Owner is in violation of the same rule three (3) times or a maximum of five (5) rule violations in a one year period and/or fines amounting to \$500.00 have been assessed to the Renter and/or Owner either collectively or individually.\*
- Tenant(s)/ Owner engage in illegal behavior on the property.\*
- Tenant(s)/Owner cause damage to common area of Association and/or fellow Owners property.\*

\*Notification will be sent to both Tenant/Owner. Fines may be assessed to both Owner/Tenant in accordance to WI State Statute § 703.

Any violation of the above stipulations by either Owner or Renter may result in immediate revocation of right to rent; additional fines and the Condominium Association may file for an injunction to have Tenants removed.

20. Unit Definition. The condominium documents expressly define “what is part of the Unit and thus an individual Unit Owner’s responsibility to maintain.” This includes, among other things, the windows, entrance doors, garage doors, patios, porches and wood floorboards on balconies/decks. The Association assumes responsibility for maintaining painted exterior wood surfaces, such as balcony rails. The Association further assumes responsibility for painting exterior entrance doors only if painting is done because of normal wear and tear. Damage done to exterior doors as a result of lockboxes or any other items being attached to the door, or because of misuse, will be the responsibility of the Unit Owner to repaint. The Association may, at its discretion, repaint an entrance door and charge the Unit Owner. Unit Owners may not change the exterior appearance of the building without the prior written permission of the Board of Directors.
21. Satellite Dish Installation. Unit Owners in a condominium may choose between cable television service and a satellite dish service. The Federal Communication Commission, under the Telecommunications Act of 1996, handles the regulation of Over-the-Air Reception Devices. The following guidelines apply to Unit Owners installing satellite dishes:

- b. Unit Owners do not have the right to install a satellite dish if the Unit does not have the ability to receive a signal from a generally Southwest direction or if there are any buildings or landscape between the area where the dish will be installed and the orbiting broadcast satellite.

CAUTION: Even though a residence is not in a location that is prime or even possible for signal reception, it is possible that a DBS (Direct Broadcast Satellite) provider would still market and sell a satellite dish to a condominium Unit Owner.

- c. A Satellite dish may be installed following these specifications:
  - i. Payment of a non-refundable deposit in the amount of \$250.00, to be submitted with application. If request is denied, application deposit will be returned.
  - ii. The satellite dish must be one meter (39.37”) or less in diameter.
  - iii. The satellite dish may not hang over the “common area”. The entire dish must be within the boundary of the balcony/deck or front porch. It may not extend beyond the balcony/deck, patio or front porch/stoop.
  - iv. Unit Owners may place their satellite dishes in planters on their front porch, stoop or patio. Satellite dishes may also be attached to the balcony rails with metal bands, but they cannot damage the rails. Wires leading to the interior of the Unit must enter the Unit as close as possible to the satellite dish. Wiring may not be exposed on exterior of the Unit. Wiring for additional television usage for the interior of the Unit must be done from within the Unit. Holes may not be made in the roof, siding, or foundation for the wires to enter the Unit.
  - v. Satellite dishes may not be installed on the sides of the building, the roof of the building, out of windows or doors, or on any other “common element” area. With prior written permission from the association, satellite dishes may be installed in planting beds directly adjacent to the Unit Owner’s unit.
  - vi. Contact the Management Company **prior to installation** if you have any questions or concerns with these rules or definitions.
- d. In the event a common or limited common element is damaged by the installation or removal of the satellite dish the Unit Owner must report such damage immediately to the management. In the event damage is incurred the Association retains the right to assess the Unit Owner for any and all repair costs.
- e. Satellite dishes will be removed and repaired by a licensed professional, approved by the Association or management company, or by Windsor approved maintenance personnel, prior to the work being done and at the Owner’s expense. This will be done to ensure a certain level of quality of repair.

***FAILURE TO COMPLY WITH THE ABOVE-STATED RESTRICTIONS MEANS THE SATELLITE DISH MAY BE REMOVED BY THE ASSOCIATION AT THE OWNERS EXPENSE, OR FINES MAY BE ASSESSED AGAINST THE OWNER UNTIL THE ISSUE IS CORRECTED.***

**Miscellaneous Provisions:**

22. Unit Owners agree to fill out and return to the management office the Owner Information form no later than seven (7) days from date of unit purchase. Unit Owners and Occupants shall keep their Owner Information Form current for the term of their occupancy by promptly notifying the management company of any and all changes. Unit Owners are encouraged to participate in the auto pay program whereby their condominium assessments are automatically deducted from their checking/savings account and transferred to the operating account of the homeowner's association.
23. Condominium assessments are due on or before the first day of each month (January assessments are due on or before January 1<sup>st</sup>). Condominium assessments postmarked after the 10<sup>th</sup> day of any given month will incur an administrative fee of \$25 per month. Any account delinquent on the last day of any given month will incur an additional \$25 penalty.
24. Unit Owners agree to allow utility companies' access to utilities within 48 hours of written notice from the utility company.
25. The following attachments are part of the Rules: Landscape Policy
26. Failure to Comply. The condominium Declaration (page D-20) provides for the following actions in the event a Unit Owner, Tenants, guests or invitees fail to comply with the Rules and Regulations:  
*(h) Remedies. If any Unit Owner fails to comply with any provisions of the Act, this Declaration, Association Bylaws, Articles of Incorporation, or any Rules and Regulations promulgated by the Association, the Unit Owner may be sued for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Unit Owner. In the event no damages are capable of being accurately determined, liquidated damages of One Hundred Dollars (\$100) may be assessed for each violation. Each day of violation may constitute a separate violation for purposes of this Article. Any and all attorney fees and other expenses incurred by the Association in enforcing this provision shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit. Individual Unit Owners shall have similar rights of action, but not reimbursement, against the Association.*
27. Attorneys' Fees. 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 as an assessment all of its costs and expenses, including reasonable attorney fees.

## **COURSE OF ACTION AND PENALTIES**

1. The foregoing rules and regulations and other rules and regulations adopted by the Association shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines of not less than \$100 per violation to be charged and assessed by the Association uniformly against the Owners of Units who violate or whose guests or Unit Occupants violate such rules and regulations. Such fines shall be charged and assessed against the subject Unit and may be enforced and collected as an assessment for common expenses, including the foreclosure of a lien therefore.
  - a. A complaint may be brought by any Occupant against another Occupant to the attention of the Board of Directors in writing, and/or by requested public hearing at any Board meeting. The Board of Directors requests that each Occupant help create a friendly and pleasant atmosphere by attempting to work out any problems before issuing a complaint.
  - b. The Board of Directors, or by delegation to the Association property management company, shall determine whether a violation has occurred.
  - c. If a Notice of Violation is not issued, the complainant is so informed within seventy-two (72) hours of registering the complaint. The complainant may then appeal this decision in writing to the Board of Directors. Notification of appeal must be made within ten (10) days of notification that a complaint was denied.
  - d. No waiver of any rule or regulation shall be implied from the Board of Director's not taking action in case of a violation, even if such violation persists or is repeated. The invalidity, performance, or inability to enforce any rule or regulation shall not affect or impair any other rule or regulations. The laws of the State of Wisconsin shall govern the validity, performance, and enforcement of the Condominium Rules and Regulations. Any grammatical changes necessary to make the Condominium Rules and Regulations apply to individual(s), singular or plural, shall be assumed as though expressed.
  - e. If a complaint is deemed valid, the Board of Directors will take the following course of action concerning complaints:

## 2. **FIRST NOTIFICATION**

A Notice of Violation will be sent by the Board of Directors or the Association property management firm, informing the Unit Owner/Tenant that a complaint has been received and deemed to have merit. The violation shall be corrected within ten (10) calendar days of issuance of the Violation Notice. If the Board of Directors believes the violation may cause personal injury or property damage, the Unit Owner will be notified that the violation must be corrected within 24 hours of notification. Notification can be done by e-mail, verbally or by written correspondence.

The Unit Owner may request a hearing before the Board of Directors to appeal the violation. Notification of appeal to the Board of Directors must be made within ten (10) calendar days of the issuance of Notice of Violation to allow the hearing to be placed on the agenda of the next regular Association Board meeting.

3. **SECOND NOTIFICATION**

If Unit Owner/Tenant has not corrected the violation or requested a hearing, on the eleventh (11th day), a Notice of Violation is again sent by Certified Mail for non-compliance to the Unit Owner/Tenant by the Board of Directors or the Association property management firm. Upon issuance of a second notice, the Unit Owner shall be assessed a fine of \$100..

4. **FINAL NOTIFICATIONS**

Failure to pay said fine within ninety (90) calendar days may result in a lien being filed. The Unit Owner will be so notified.

Payment of the lien plus any collection costs or court filing fees incurred by the Association is the responsibility of the Owner. If payment is not received, the Windsor Condominium Association will seek a judgment against the Unit Owner and may garnish the Unit Owner's wages.

5. **SUBSEQUENT / REPEAT OFFENSES FOR THE SAME VIOLATION**

A Notice of Violation will be sent Certified Mail to the Unit Owner/Tenant by the Board of Directors or Association property management firm. Subsequent / repeat complaints pertaining to the same or similar violation of a previous complaint will result in a fine of \$100 per repeat violation to the Unit Owner.

The Unit Owner/Tenant must correct or cease the offense within ten (10) calendar days of receipt of the Notice of Violation and pay the designated fine. If the Board of Directors deems the violation may cause personal injury or property damage, the violation must be corrected within 24 hours notification. Notification can be done by e-mail, verbally or by written correspondence. An additional fine will occur at the rate of \$5.00 per day for non-compliance beginning on the eleventh (11th) day of receipt of the Notice of Violation.

Any fines for subsequent / repeat offenses not paid within thirty (30) days of issuance of notification will result in a lien being filed against the Unit. The Unit Owner will be so notified. The lien will total the amount of the fine(s) for the subsequent / repeat offense, plus the additional per-day fine, and any collection or court filing fees incurred by the Association. The Unit Owner's wages may be garnished as outlined above.

6. **FINE ASSESSMENT**

Issuance of Notice of Violation which includes the assessment of a fine must be authorized by the Association Board of Directors, signed by an Officer of the Board of Directors, and accompanied by an invoice for said fine. All Notices of Violation will be sent to the Unit Owner, and if applicable, the Unit Tenant.

8. **VOTING PRIVILEGE SUSPENSION**

In addition to other remedies available, any Unit Owner who fails to pay assessed fines/fees and abide by these Rules may have his/her right to vote suspended on matters affecting the Condominium. After consideration of the circumstances, the Board of Directors shall decide whether and on what terms the Unit Owner's right to vote shall be suspended and reinstated, and shall advise the Unit Owner of same.

End of Rules

(See Landscape attachment: Rule #25)