

RULES AND REGULATIONS

Maple Wood Condominium Association

Revision – January, 2023

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Additional Rules & Regulations

Definitions

Our Bylaws use the term "Elements" when referring to Common Elements and Limited Common Elements. We often use the term "Areas" when referring to such Elements i.e. Common Areas and Limited Common Areas: hence in these concepts "Elements" and "Areas" have the same meaning.

Unit: means that part of the Condominium intended for the independent use as described in the Declaration.

Common Areas (Elements): means all of the Condominium except its Units.

Limited Common Areas (Elements): means those Common Areas (Elements) identified in the Declaration or in the Condominium Plat as reserved for the exclusive use of one or more but less than all of the Unit Owners. This includes balconies, patios, parking stalls and storage areas in the garages.

Working Declaration: means the reduced size copy of the Declaration (which does not include the numerous signature and notary pages associated with amendments, etc.).

I. UNITS

A. Use of Unit -Units must be owner occupied and used for residential purposes only.

1. Each of the units shall only be used for residential purposes. **COMMENCING ON THE FIRST DAY OF JANUARY 2014, THE MAPLE WOOD CONDOMINIUM ASSOCIATION WILL NO LONGER ALLOW RENTAL OF ANY OF ITS UNITS. Units MUST be owner-occupied.**

B. Maintenance of Units

1. Each Unit Owner shall perform, or cause to be performed, all cleaning, maintenance and repair work within and to his/her Unit which, if omitted, may affect other Condominium property, and such Unit Owner shall be personally liable to the Association for any damages caused by his/her failure to do so. All such cleaning, maintenance and repairs shall be done at the Unit Owner's expense. The Unit Owner's maintenance responsibilities include, without limitation, his/her windows, doors, wooden deck flooring, hand-held garage door openers, Steensland garage cleaning or repair, storage locker cleaning, fireplace flues, single use vents and the distribution systems within the Unit for heat, air-conditioning, sewer and other utility systems, except for the painting of the exterior surfaces of all windows and doors which shall be performed by the association.
2. Unit Fireplaces-Because of the questionable structural integrity of the fireplace flues in most of the condominium in Buildings 1&5, 2&6, 10&14 and Steensland, no Unit Owner shall be allowed to build a fire in their fireplace unless unit owners first have it cleaned and inspected with a video camera by a professional and reputable chimney cleaning and repair company. Written documentation, by a certified chimney specialist with said company that states that these procedures were done and that the fireplace is safe to use, must be given to the Maple Wood Condominium Association Board of Directors prior to actual use. The Board will

then give the Unit Owner permission to use their fireplace. This is a SAFETY ISSUE that affects all Unit Owners.

3. **All Unit Owners are required to have their heat turned on in the winter months and to maintain a temperature of at least 58 degrees F in their units at all times.**

II. COMMON ELEMENTS

THERE IS ABSOLUTELY NO SMOKING IN, OR AS YOU ARE PASSING THROUGH, THE COMMON ELEMENTS!

A. Use of Common Elements.

1. Purpose. The Common Elements shall be used only for the purpose for which they are intended, namely-1) ingress and egress for the Units and 2) the atriums for visits with guests and residents. Owners are responsible for cleanup after visits.
2. Prohibited Conduct. The Common Elements shall not be obstructed, littered, defaced, misused, or damaged in any manner. Unit Owners and occupants shall not engage in any illegal activity in the Common Areas (Elements).
3. Personal Property. No personal property may be placed in any of the halls, stairways, atriums, or parking areas without written permission from the building's "Building Committee" (see Rule IV, A,1). A written response from the Committee will be sent to the requesting individual. Any personal property left in the Common Area for more than 5 days may be considered Common Property and moved to any Common Area of the Association. If the Association has no use for such property, it will be moved to storage for 30 days and its owner may reclaim the property during such 30 days upon payment of the Association's costs incurred in moving, storage, and disposal. The furniture, etc., to be placed in the atriums or other common areas of individual buildings is the selection and cost responsibility of the Unit Owners of that building and its Building Committee and its building fund.

- B. Maintenance of Common Elements by Manager. The maintenance will be performed pursuant to the contract between the Association and the Manager.

III. LIMITED COMMON ELEMENTS

A. Use of Limited Common Elements

1. Storage: No Unit Owner or Occupant shall, except in specifically designated and assigned storage areas, place, store or maintain objects of any kind in the halls, lobbies, stairwells, walkways, grounds, inside or outside parking areas (except for vehicle), or other Common Elements. No flammable items may be stored in the garage or storage lockers (see R&R VI, G,4).
2. Patios and Balconies: Experience has shown that many Unit Owners with Limited Common Areas (LCEs) designated for their Units such as: a) First floor fenced areas (patios) outside of their solariums and b) unenclosed balconies as on building 2&6 and 10&14, mistakenly consider such areas as their property, not as common property. Such LCEs (*like basement parking spaces*) are common property, not Unit or private property.

3. **Prohibited Conduct. Limited Common Elements shall not be obstructed, littered, defaced, misused, or damaged in any manner. Unit Owners shall not engage in any illegal activity in the Limited Common Areas (Elements).**

B. Maintenance of Limited Common Elements (LCEs).

1. Some Units have LCEs assigned to the Unit. Those LCEs include: a) the unenclosed balconies on buildings 2&6 and 10&14, and b) the patios within the fenced-in areas adjacent to the first floor solariums of buildings 1&5, 2&6, and 10&14. The maintenance responsibility for all LCEs belongs to the Association, however, deck flooring and other items installed by the Unit Owner or any previous owner of the Unit remains the responsibility of the current Unit Owner. The cemented areas outside such fenced-in areas, including the sidewalks leading to such fenced-in areas or to the solarium doors are Common Elements rather than Limited Common Elements. Inside parking spaces are also considered LCEs and are deeded to a Unit. As such, these spaces are subject to these Rules and Regulations except that Management is responsible for water flushing and cleaning of the entire basement areas. (*Also see Declaration Section Eleven, Paragraph H, 2.*)
2. Each Unit Owner shall keep the patios and balconies appurtenant to his/her Unit in a clean and sightly condition. No objects or structures, other than movable furniture, shall be placed thereon without the prior written approval of the Building Committee. An LCE may never be used for storage or trash. Repainting of painted surfaces of LCEs will be the responsibility of the Association and will be performed in conjunction with the repainting of the exterior of the building (if applicable). The Unit Owner entitled to use such LCEs may paint the interior surfaces thereof more frequently, in the same color, after securing the approval of the Building Committee.
3. Balconies which have been enclosed with insulated windows are no longer recognized as LCEs and will be assessed a monthly fee as determined by the Board.

C. Access for Maintenance of Common Elements and Limited Common Elements.

Each Unit Owner or occupant of a Unit shall grant Management, or any other person authorized by Management or the Board of Directors, the right of entry to his/her Unit upon reasonable notice at reasonable hours for maintenance and repairs related to the Common Elements, whether such Unit Owner is present at the time of entry or not. In case of emergency, such right of entry shall be immediate.

IV. BUILDING MONITORS AND COMMITTEES

- A. In Furtherance of Sec. One (m) of Bylaws Article IX; each of the Association's 4 buildings is authorized to select volunteers from their building for the following positions for their building:
 1. **Building Committee** (*Each building may have either an open committee composed of as many of the Unit Owners as are willing to attend meetings or a committee of at least 3 members selected by the Unit Owners.*)
 - a) Moving Coordinator (one member to be selected, as needed, by the Building Committee).
 - b) Security Coordinator (one member to be selected, if considered necessary, by the Building Committee).

The Building Committee's functions include the selection and location of furniture and furnishings for the common areas of the building, the selection of the colors for the wall painting, curtains, drapes, etc. for all common areas. The Committee is to serve as the: (a) spokesperson for the building in advising the Board relative to needed maintenance and the priorities thereof, and (b) eyes and ears for the Board as to any problems, including security, arising in the building.

2. **The Moving Coordinator's** functions are to advise those who are moving in or out as to the best procedures for accomplishing such moves, including:
 - a) The best day of the week and time for moving a unit's furniture and furnishings in or out of the building.
 - b) For providing a copy of Section VI, K of these Rules & Regulations to each of the residents and their movers that all will have a better understanding of Condominium practices.
3. **The Security Coordinator's** functions include:
 - a) Advising the Building Committee about any security infractions or problems which are occurring in or about the building.
 - b) Occasionally checking atrium windows and entrance doors after nightfall to assure that the first-floor entrance door is automatically locking when closing and that the first floor atrium windows are closed and locked and that the 2nd and 3rd floor windows, if opened, are sufficiently closed to avoid rain coming in.
 - c) Occasionally checking common element doors to assure that they are automatically locking after closing.
 - d) Occasionally checking that those lights which are on light sensors or timers are lit and not burned out.
 - e) Informing the Manager of any such door and light problems.

B. Committee Functions

1. The duties and responsibilities which are imposed on the Board of Directors by the statute, the Declaration, the Bylaws and these Rules & regulations are so numerous and detailed as to be essentially incapable of administration by a six-person voluntary board. The burden can be substantially reduced if we have voluntary committee support in finding and evaluating the various factual and contemplative situations involved in condominium management. Bylaws Article XI, Section Four established an "Audit Committee" and Section IV of these Rules & Regulations establish a "Building Committee" for each building. The following committees and their functions are hereby established:
 - a) **Long Range Planning Committee**
 - 1) Ideally to be composed of at least one volunteer from each building.
 - 2) At least once a year, in June, to provide the Board with an updated report as to the future monetary needs of the association over the next 10-20 years to maintain, repair, replace, improve, etc. the common element facilities of the association. Such facilities include elevators, boilers, water heaters, water softeners, intercom systems, carpeting, windows, doors, sidewalks, curbs and gutters, roofs, water pipes and drains, pumps, exterior and interior painting, etc.
 - 3) To recommend to the Board a plan(s) for the enhancement of the appearance of the Condos' exterior common elements and, upon approval

of any such plan, to work with the Manager towards the implementation thereof.

All other committees shall cooperate with the Long-range Planning Committee so that their findings and concepts can be evaluated and included in the annual June report. Such June report will have a material impact on the extent of the financial reserves which the Board will consider in its budget.

b) Document Committee

- 1) Ideally to be composed of one or more volunteers from each building.
- 2) To continuously review the organizational, administrative, and operational documents which apply to the condo association's management and to recommend to the Board those changes which may be desirable.

c) Welcoming Committee

- 1) To be composed of one or more Unit Owners.
- 2) To greet new owners and/or residents, to assure that they have received a copy of the disclosure documents (Stat 703.33), to acquaint the new owners or residents with our facilities, customs, and practices, to answer their questions and to provide reasonable help. Funds for flowers, etc. may be authorized by the Board.

V. **MANAGER**

- A. The manager is an independent contractor under a contract signed by a representative member of the Board. The duties of the Manager are set forth in such contract; briefly, the Manager is to provide maintenance and repair services to the buildings (excluding the Units) and the other property of the Association. His duties include establishing priorities for the work to be done.
- B. Unit owners should report any maintenance issue to the Manager. Maintenance forms are available by the mailboxes in each building and may be filled out by owners stating any problems that need addressing by management. Items needing more immediate attention should be handled by telephone or email.
- C. Unit Owners or residents may ask that the manager perform services for them at fee rates payable by the Unit Owner or resident as negotiated for such service

VI. **OPERATIONAL**

- A. **Noise** Residents shall exercise extreme care in making noises or using television sets, radios, stereos, pianos, organs, etc. at a level that may disturb other residents, or be considered a nuisance. Activities such as hanging pictures, running dishwashers, clothes washers and dryers should be conducted between the hours of 8 AM and 8 PM.
- B. **Remodeling and Renovations** Such construction may only be done during the hours of 8AM and 5 PM, Monday through Saturday. Noise from this type of activity will not be tolerated during hours other than those stated.
- C. **Nuisances** No Unit Owner or resident shall use or permit his/her Unit or the Common Elements to be used in any manner which would be disturbing or a nuisance to other Unit Owners or in such a way as to be injurious to the reputation of the Condominium. No Unit Owner or resident shall permit any use of a Unit or make any

use of the Common Elements that may increase the cost of insurance upon Condominium property.

- D. **Children's Play** Children shall not be permitted to run or play in the stairwells, halls, lobbies, elevators, parking areas, or garages.
- E. **Pets** A Unit Owner may only keep common domesticated animals in his/her Unit. Emotional Support Animals (ESAs) who help with one or more major life activities are permitted as required under federal housing laws. All animals shall be restrained and controlled by a leash at all times while they are outside of the Unit Owner's Unit and while they are on any Condominium property. Aggressive behavior and excessive barking will not be tolerated, and owner is obligated to take appropriate action to ensure the animal is under control at all times. Failure to control or clean up after any animal will result in the Unit Owner discipline in keeping with Section VI.E.1 of these Rules. During such time as when an animal is housed in a Unit, the Unit Owner shall hold the Association harmless against any and all claims, debts, demands, obligation, costs and expenses which may be sustained by or asserted against the Association by reason of the acts of said domesticated animal committed on or about the Condominium property; and the Unit Owner shall be responsible for the repair of all damage resulting from the acts of said domesticated animals.

Pet owners are required to remove their pet's feces from all condominium and adjacent property and disposal thereof in an appropriate receptacle.

1. Failure to control or clean up after pets in keeping with Section VI.E above is a violation of these Rules. The first violation will carry with it a written warning from the Board stating the nature of the violation. The second violation within one calendar year of the first, or within five years in the event of aggression by the animal, shall be punishable by a fine of \$100 and a second written warning from the Board stating the nature of the violation. The third violation without respect to the time when it occurs in relation to the previous violations, may result, in the sole and absolute discretion of the Board, in a \$500 fine or the loss of the ability to keep the animal on any Condominium property including in a unit.

Pets shall be leashed or carried when in all Common Areas. This includes parking garages and outside lots and grounds.

- F. **Signs**
1. Without prior written request to and approval by the Board:
 - a) No Unit Owner or resident shall erect any signs for any purpose whatsoever upon any Condominium property except for respectful displays of the United States flag and signs that support or oppose a candidate for public office or a referendum question.
 - b) No flags or other types of devices to promote open houses or inspections for the sale of Units shall be permitted to be erected upon any Common Elements except during the actual hours of an Open House.

G. **Clotheslines and Hanging Articles**

No outdoor clotheslines shall be erected and nothing shall be hung or exposed on any part of the Common Elements or Limited Common Elements that will detract from the neat and orderly appearance of such Common or Limited Common Elements or will cause a disturbance to any homeowners, with the exception of removable hanging baskets or plants, seasonal decorations (from 3 days prior to and 3 days after the holiday), holiday decorations from Thanksgiving until January 6th and the US flag

on patriotic holidays. Without limitation to the above, for clarification hanging anything from trees, even temporarily, is expressly prohibited. The Building Committee or Board will give the violator notice as provided in Section VIII Violations.

H. Birdfeeders/Feeding Animals

Bird feeders, other animal feeders, or any form of feeding wildlife are prohibited in Common or Limited Common Area, including decks, balconies, and patios.

I. Fire, Smoke and Insurance Considerations

1. Our buildings are reasonably fire resistant and a fire in one Unit may not spread to other Units before the fire engines arrive; but a fire starting in a Common Area or in a Unit may create a lot of toxic smoke. It is the smoke collecting in the halls and stairwells that would create the greater evacuation problem. Since smoke rises, the better air will be closer to the floor so keeping your head down or crawling may be advisable. Also, the hall lights may be out and the fire doors closed, so moving down the hall may be difficult. Security lighting has been installed in all hallways and stairwells.
2. Association maintained fire extinguishers and audio fire and smoke alarms are located in various places in the halls and stairwells. **Each resident should ascertain the location of such equipment in his/her area. Each Unit contains at least one fire/smoke detector, the inspection and maintenance thereof is the resident's responsibility. Each Unit Owner should have at least one fire extinguisher in the Unit; the responsibility for inspection and maintenance thereof is the Unit Owner's responsibility.**
3. Insurance contracts include a number of binders which impact Units, Common Areas and Limited Common Areas (including storage lockers) which must be observed by residents. These will be periodically updated and posted on the bulletin boards and added to the Board's meeting minutes.
4. The City of Madison Fire Department periodically inspects our fire extinguishers, emergency lighting, hallways and stairwells, as well as our basement garage and storage lockers. Flammable items will not be allowed and fines may be levied against the Unit Owner by the fire officials.
5. Gas and charcoal grills are prohibited on porches and balconies as per Madison general ordinance and the international fire code provisions 307.5 and 307.5.1. The Unit Owner will be responsible for reimbursing the Association for any fines assessed to the Association for the Unit Owner's violation of these ordinances. Gas and propane grills must be at least 10 feet away from the building if a Unit Owner wishes to use one.

- J. Waste Management** The Association and each resident must comply with the City of Madison's rules with respect to recycling and disposal of household waste. A copy of the "Recyclopedia" is available from the City of Madison. The Maple Wood Condominium Association provides containers in the basement for disposal of the various types of items. Please follow the labels on the containers. When in doubt about which container to use, put your item in the waste container.

Large appliances (such as washers, dryers, refrigerators, computers, televisions, dehumidifiers, vaporizers, etc.) should NOT be placed in the basement area by the trash containers. Disposal of such items is the Unit Owners responsibility. Disposal permits ARE REQUIRED by the City. These permits may be purchased at the public library.

K. Security

1. Doors and Windows in the Common Areas; Doors that are entrances and stairways that require keys to open must be kept in a closed and locked condition. If a resident opens a window in the Common Area, that resident is responsible for closing that window at night fall and whenever the weather makes closing necessary.
2. Solicitors: shall not be permitted entry into any building.
3. Entry keys: shall not be given or loaned to any tradesmen, employees (*with the exception of medical personnel*), real estate brokers, (*except for real estate broker lock boxes*) or other persons seeking occasional entry; any person who violates this rule shall be charged for the costs of installing new locks for the entry doors and making new keys for all occupants of the building.
4. Moving: in or out requires that entry doors be monitored. A moving fee of \$300 will be added to the new Unit Owner's first monthly condo fee pursuant to Section VI, L.
5. Business: No business may be conducted in or from any Unit which necessitates strangers being given egress into the building.

L. Architectural Control

1. Without the prior approval of the Board, no Unit Owner shall:
 - a) Make any structural addition or alteration in his/her Unit
 - b) Affix anything to the exterior of his/her Unit
 - c) Construct anything in the Limited Common Elements appurtenant to his/her Unit
 - d) Install any wiring, television antenna, satellite dishes, machines, air-conditioning units, or other equipment whatsoever on or to the balconies or through the walls, windows, or roof
2. When approval is given to enclose a Limited Common Area (such as the balconies of buildings 2&6 and 10&14) a monthly fee will be assessed by the Board for the additional square footage represented by the enclosure.

M. Moving Household Effects In or Out

1. At least 48 hours before the moving of any household effects, the Unit Owner or occupant shall discuss with the Moving Coordinator or with Management for the applicable building and agree upon a date and time schedule for moving furniture and other household effects into or out of the building.
2. The first months billing of the condo fees will reflect a one-time moving fee of three hundred dollars (\$300.00). **This fee is non-refundable.**
3. The Moving Coordinator or Management will post notices so residents will be aware of the moving activity and hence be able to avoid congested areas. Since our buildings are Security Buildings and home to many other residents than just the ones who are moving, the entrance doors must not be blocked open during the move. A friend or relative should be stationed at the entrance door to open and close it for the movers.
4. The Unit Owner or occupant whose household effects are being moved must advise the movers that the building has only one elevator and that seniors and disabled residents are dependent on its availability, hence they must make the elevator available between loads. Also, the Unit Owner or occupant should have

someone meet the movers when they arrive to assure that they do not park in such a way as to block disabled spaces or access to the garages or parking lots.

5. In the event that there is no Moving Coordinator, the resident should contact Management or a Board member.

N. Obedience to Laws and Rules: Every Unit Owner or occupant shall observe all laws, ordinances, bylaws, rules and regulations now or hereafter enacted by either the State of Wisconsin, the City of Madison, or adopted by the Maple Wood Condominium Association.

VII. PARKING

A. Underground Parking

As provided in Section III.A.1, only vehicles are to be parked in your Unit's assigned space. Do not park in someone else's space without permission of the assignee.

Unassigned spaces are NOT to be used by anyone without permission of the Board.

Underground parking spaces are not designated storage spaces.

B. Outside Parking

1. Parking Cars: No passenger vehicle may be continuously parked in an outside parking space for longer than 72 hours without notification to and approval by Management. Unit Owners may report any infraction to Management after the expiration of applicable time limits. Any vehicle parked for over 72 hours without notice and approval will be assessed \$5.00 per day and/or may be considered an abandoned vehicle and subject to towing. Parked vehicles must display current license tags.

2. PODS: Any PODS or other temporary storage/moving boxes may remain in the parking lot for no longer than 7 days. Prior to having such storage delivered, the owner must notify the Board or Management.

C. Parking Commercial Vehicles: Maple Wood Condominium Association is a residential community. No commercial vehicle or vehicle with advertising displayed on it may be parked on condominium property in excess of 24 hours without permission from Management. Any such vehicle parked on condominium property in excess of 24 hours will be assessed \$ 10.00 per day.

D. Parking RV's or other large vehicles: Unit owners and occupants are prohibited from parking or storing boats, campers or trailers or any other recreational vehicles in the outside parking areas for any period of time *in excess of 24 hours* without permission of Management or the Board; provided, however, visitors with recreational vehicles may park such vehicles for not more than 48 hours if the Unit Owner has informed Management that the vehicle belongs to his/her visitor. No repair work of any sort shall be undertaken by any Unit Owner or occupant upon any type of motor vehicle or recreational vehicle, boat, camper or trailer on any of the condominium's outside parking areas except in case of an emergency.

E. Bicycles: Bicycles shall be parked or stored only in the areas designated by the Building Committee for that building.

VIII. VIOLATIONS

A. **Violations.** Every Unit Owner ("Owner") and occupant shall comply with these Rules and Regulations as set forth herein, and any and all rules and regulations which from time to time

may be adopted, and the provisions of the Declaration, Bylaws, and Articles of Incorporation of the Maple Wood Condominium Association, Inc. ("Association"), as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action, which may include, without limitation, an action to recover sums due for damages, injunctive relief, of any combination thereof. In addition to all other remedies, the Board of Directors of the Association may impose a fine or fines upon an Owner for failure of an Owner, their family, guests, invitees, lessees, or employees to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Bylaws, or Articles of Incorporation of the Association, provided the following procedures are adhered to:

1. Notice: The Association shall provide written notice to the Owner or occupant of the infraction or infractions and any damages sought to be reimbursed. Included in the notice shall be a date and time of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why penalties should not be imposed.
2. Hearing: The non-compliance shall be presented to the Board of Directors after which the Board of Directors, and a committee of Owners, shall hear reasons why penalties should not be imposed. There is no procedure which permits any resident to not comply with the rules that the rest of us follow. We must provide penalties for failure to follow these rules and regulations and subject any unpaid penalty to the imposition of a lien. Any homeowner who is not abiding by the rules and regulations and/or by-laws, is delinquent in paying monthly condominium fees and/or special assessments or commits any other infraction that is detrimental to the Maple Wood Condominium Association will be liable for any and all attorney fees that are incurred by the Board when trying to resolve the situation. If any Unit Owner feels that any rule or penalty is not in the association's best interest, they should advise the Board, in writing, of their objections and suggestions of a legally sound alternative. A written decision of the Board of Directors and committee shall be submitted to the Owner or occupant no later than twenty-one (21) days after the hearing.
3. Fines: The Board of Directors shall impose fines pursuant to the following schedule:
 - a. The fine fee shall be Fifty dollars (\$50).
 - b. The fine for a second violation of a similar nature as the first violation shall be One Hundred Fifty dollars (\$150).
 - c. Any subsequent violation of a similar nature as the first violation shall be Two Hundred Fifty dollars (\$250);
4. Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of the same after a notice thereof shall be deemed a separate incident.
5. Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of imposition thereof.
6. Application of Fines: All monies received from payment of fines shall be allocated as directed by the Board of Directors.

7. Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to any other rights and remedies the Association may be legally entitled to.
8. Liens: In keeping with Wisconsin Statute § 703.165, all unpaid fines or damages assessments constitute a lien against the Owner's unit. If the Association files a lien, the Owner shall also be liable for any costs and expenses of collecting said assessment, including the Association's attorney's fees.
1. In keeping with Wis. Stat. 703.165, all unpaid fines constitute a lien against the unit. Should the Association be forced to file the lien, the unit owner shall also be liable for any costs of collection including attorneys' fees.

IX. TRANSFER OF OWNERSHIP OR REFINANCE OF CONDOMINIUM - A fee of \$200.00 will be assessed for all transfer of ownership or refinancing of units to cover the costs of services provided by the Association, separate from the fee for materials and payoff statement fee.

ADDITIONAL RULES AND REGULATIONS:

- A. The Board of Directors may amend or repeal the rules and regulations contained herein and may adopt additional rules and regulations concerning the use, maintenance, and operation of the Condominium. Rules and Regulations may also be adopted, amended, or repealed by the Unit Owners having a 67% (57 votes) or more of the votes of the Association and will be published as an addendum hereto. Rules and Regulations which are adopted, amended, or repealed by the Unit Owners may not thereafter be readopted, amended, or repealed by the Board of Directors.
- B. Rules and Regulations subject to modification can be modified by the Board of Directors or by a 2/3 majority (57) of our Unit Owners; those of our Bylaws subject to modification can be modified by a 2/3 majority (57) of our Unit Owners; those of our Declaration subject to modification can be modified by a 3/4 majority (64) of our Unit Owners.