

Crosswinds at Hawk’s Landing Condominium Association, Inc.
Resolution Repealing and Recreating Rules and Regulations
Updated June 21, 2022

RESOLUTION

Crosswinds at Hawk’s Landing Condominium Association, Inc.

WHEREAS, Article VIII, section 1. Of the Bylaws of the Crosswinds at Hawk’s Landing Condominium Association, Inc. (the “Association”) empowers the Association’s Board of Directors (the “Board”) to adopt rules and regulations for the use of Units and the conduct of all residents in addition to those in the Bylaws; and

WHEREAS, the Board desires to adopt the following revised rules and regulations to govern the Association and repeal all previous rules and regulations, including those contained in Rules and Regulations dated December 15, 2001; July 22, 2002; March 31, 2003; October 10, 2007; March 1, 2011; July 1, 2011; and November 17, 2015.

NOW, THEREFORE BE IT RESOLVED THAT the aforementioned rules and regulations are repealed and the following rules and regulations are hereby adopted by the Board.

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General

The Crosswinds at Hawk's Landing Condominium Association Board of Directors is committed to keeping the Crosswinds a friendly and safe community. Living will be more enjoyable at Crosswinds if the facilities and grounds are kept neat and clean and if no one acts in such a way as to infringe on the rights of others. The Rules and Regulations have been developed to accomplish these objectives.

All capitalized terms in this document have the meaning set forth in the Condominium's Declaration of Condominium or the Bylaws.

- A. Condominium Units:** Each member of the Association has control and use of an individual Condominium Unit for residential living. Limitations on the Unit Owner's use of a Condominium Unit, to enhance the quality of living in the Condominium, are as follows:
1. No use of premises shall create a nuisance for others. Each resident should particularly minimize noise intrusion in any form including music, machinery and appliances from 11:00 pm to 9:00 am.
 2. Use shall not damage or interfere with the use or operation of common structural or mechanical elements.
 3. Owners and occupants leaving their units unoccupied for more than 10 consecutive days shall turn off their water at the main shut-off valve for the duration of their absence from the Unit. Water shutoffs in the Gardens shall be performed at the Unit's main shut off in the lower garage. Unit Owners and occupants absent from their units during any of the months of November through April shall set their Unit thermostat at no less than 58 degrees Fahrenheit. Failure to comply with this regulation may result in a fine to the Unit Owner of up to \$1,000.00 in addition to any deductible requirements for damage that may occur due to noncompliance with this regulation.
 4. Garages
 - a. Only minor motor vehicle repairing is permitted in garages of Ranch Units. Repairs are not permitted in the garages of Garden buildings. Oil changes are not permitted anywhere.
 - b. Association costs resulting from the clean-up of motor vehicle oil or fluids will be paid by the Unit Owner who may be assessed a fine.
 - c. Garage doors of Duplex Units shall be closed as much as possible for security and appearance
 5. Temporary holiday decorations may be displayed during October, November, December and January. All holiday decorations must not be displayed after January 30. A Unit Owner may display appropriate temporary holiday decorations in his or her Unit and Limited Common Elements appurtenant to the Unit. Temporary electric holiday decorations displayed outdoors must be rated for outdoor use. Association costs to repair damage resulting from a Unit Owner's display of temporary holiday decorations will be paid by the Unit Owner.
 6. Dryer vents shall be cleaned every two years at Owner's expense for fire protection purposes.

B. Limited Common Elements

- 1.** Parking spaces in driveways in front of garages of Duplex Units, parking spaces in Garden buildings, private drives (Association Streets).
 - a.** Junk vehicles and those without current license plates are prohibited. A Junk vehicle is a vehicle that is extensively damaged or apparently inoperable. Extensive damage includes but is not limited to broken windows or windshield, missing wheels, tires, motor, or transmission.
 - b.** Motor vehicles parked in the Garden buildings shall not encroach on another Unit Owner's parking space or block access to another vehicle.
 - c.** Car washing is permitted in Duplex driveways.
 - d.** With the exception of Unit Owner vehicles which are licensed and fully operable, storage of inoperable vehicles and other items is not allowed in the parking spaces, in the driveways, in front of the garages of the Ranch Units and parking spaces in the Garden buildings.
 - e.** Parking spaces in Garden building garages are Limited Common Elements of the Condominium assigned to the Unit Owners under the terms of the Declaration of Condominium. Unit Owners may not rent out their assigned parking spaces.

2. Patios and Decks

- a.** Unit Owners have exclusive rights to use the patio adjacent to their Unit, including the placement of normal patio-type furniture.
- b.** Unit Owners are obligated to clean patio floor and doors.
- c.** Unit Owners are responsible for the maintenance, repair, and replacement of their deck boards. The Association is responsible for the decks' support structure and railings, which is a limited common element of the Association reserved for the Unit Owner's use. Any modification of the support structure must be approved by the Board. Unit Owners intending to replace deck boards shall obtain prior approval from the Board. The Unit Owner will identify (1) the type of decking material and the color; and (2) the anticipated installation date; and (3) and that the installer is bonded and insured. The request with the prescribed information shall be sent to the Manager, who will transmit it to the Board. The Unit Owner must receive written Board approval prior to installation.

Decking must be natural wood or earth-tone color and resemble wood. Whenever possible, the fasteners provided with synthetic decking systems must be used to secure the deck boards. Disposal of trash and recyclables generated by the deck project is the responsibility of the Unit Owner and may not be left for pick up by the Association's trash collection service. The Unit Owner will be notified of any damage to an Association element and of the estimated repair cost. The Association will arrange for such damage to be repaired. The cost will be billed to the Unit Owner. Any damage to common elements or limited common elements shall be repaired at the Unit Owner's expense.

- d.** Dropping or throwing any items from the balconies or decks is strictly prohibited.
- e.** With the exception of lawn furniture, gas grills, and other items that facilitate the use of the Limited Common Elements, storage of items is not allowed on patios and decks or in other Limited Common elements.

3. Planter Areas

- a.** Any new planting of trees or bushes must be approved by the Board. -Submit any plans to the Grounds Committee or the Board.
- b.** Trellises may not back onto any housing structures.

- c. In ground planting of fruits is prohibited. Vegetables are permitted only in containers.
- d. Any owner-replaced mulch must be of quality and color used by the Association.
- e. New plants and shrubs growing to a height of more than five (5) feet are prohibited and all plants and shrubs in the Planter Area must be kept trimmed to a height of no more than five (5) feet pursuant to Declaration, section 5.2.D.

4. Disabled-Accessible Parking Stalls

- a. A Unit Owner requesting a Disabled Accessible Parking Stall under Article V, section 4 of the Declaration will submit to the Manager a written request and documentation of a disability and evidence of the need for the need for the Disabled Accessible Parking Stall.
 - b. Within (10) business days of receiving the request, the Manager will determine whether an exchange of Parking Stalls, as required in the Declaration, is required and notify the parties by certified mail or, if available, electronic means.
 - c. Either Unit Owner may appeal the Manager’s decision to the Board. The appeal must be made in writing and received by the Secretary within ten (10) business days of the delivery of the notice in section B.4. b. above.
 - d. If an exchange is ordered, the Manager will determine the Parking Stalls to be exchanged.
 - e. The Unit Owners will exchange stalls within five (5) calendar days of written notice or, if there is an appeal, within five (5) calendar days of a final decision in the matter.
5. Any remodeling, construction, or radon remediation project that may breach the roof on a Unit shall be submitted to the Board for approval prior to such project being undertaken. NOTE: Unauthorized breaching of any roof in the Duplexes renders the Association’s current shingles guarantee null and void.
6. The following rule applies to any Unit 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 in advance of installing a satellite dish or antenna.
 - b. No satellite dishes or antennae 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/deck, application may be made to the Board 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) is responsible for the cost.

C. Common Elements: Guest parking, private drives (Association streets), walks for all Units, and hallways, elevator(s), stairwells and parking garages (other than Unit parking spaces) of Garden buildings and Duplex Units.

- 1. Common Element facilities are for the exclusive use of the Unit Owners and their guests.

2. Any vehicle parked in violation of the Association's rules and regulations will be ticketed and/or fined. If the violation is not corrected within a reasonable period of time, the vehicle may be towed at the owner's expense.
 - a. Vehicles shall be parked so as to not obstruct Owners' access to and from their respective garages.
 - b. Vehicles shall be parked so as not to obstruct the safe passage of emergency vehicles and service vehicles.
 - c. Vehicles shall be parked so as not to interfere with mail delivery, collection or snow removal.
 - d. Vehicles shall not be parked in front of or within 10 feet of fire hydrants
 - e. Vehicles shall be parked at least 4 feet from mailboxes or driveways.
 - f. At no time are motor vehicles to be parked off the pavement.
 - g. Residents and their guests must observe the designated handicapped spaces.
 - h. Junk motor vehicles may not be parked in guest parking spaces. A Junk vehicle is a vehicle that is extensively damaged or apparently inoperable. Extensive damage includes by is not limited to broken windows or windshield, missing wheels, tires, motor, or transmission.
 - i. Motor vehicles must be parked in a manner so that no part extends over the sidewalk.
3. No vehicle repairing is permitted in the Garden buildings.
4. With the exception of storage of items in the individual storage rooms appurtenant to Owner's Units and storage of permitted vehicles in garage parking stalls, no storage is allowed in the parking garage of the Garden buildings or in the other Common Elements.
5. An Owner of a Duplex Unit may park a trailer, camper, boat or other recreational vehicle belonging to the Unit Owner in the driveway appurtenant to his/her Unit for a period not to exceed twenty-four (24) hours.
6. All motor vehicles or trailer must have current license plates. A motor vehicle or trailer may not be left in a guest parking area or on Association roadways for more than five (5) consecutive days of non-operation.
7. A motor vehicle must be parked in a manner so it does not encroach on another Unit Owner's parking space or block access to another Owner's vehicle.
8. Vehicles are limited to a speed of 15 MPH in driveways, guest parking, and private drives (Association streets).
9. No smoking is permitted in parking garages, hallways, lobbies, elevators, stairwells or balconies of Garden buildings.
10. Unit Owners are not permitted to wash motor vehicles in Garden building garages. Washing motor vehicles is only permitted on roadways, outdoor parking areas, or driveways.
11. Commercial vehicles exceeding 1.5 tons are not permitted to park on Association roadways overnight.
12. Exterior doors of Garden buildings must be kept fully closed, except when entering or leaving the building or moving into or out of a Unit. Any damages resulting from a Unit Owner's or his or her guests or vendors failure to close an exterior door will be assessed against the Unit Owner.

13. Unit Owners may not plant in common element areas. However, a Unit Owner may make a request to the Association to plant or otherwise modify the landscaping of an area other than the Unit's Planting Area at Owner expense. The Owner must submit a written request with a plan for the proposed modification to the grounds committee. The committee will timely consider the proposal and transmit it to the Board with its recommendation. The Association will notify the Unit Owner in writing of the Board's decision. If the Board approves, the Association will implement the proposal and assess the Owner(s) for the cost and may assess the Owner(s) for any future costs arising from maintaining the modifications.
14. Temporary holiday decorations may not be placed in Common Elements, including but not limited to lawns, trees and shrubs, without prior approval of the Board. The Board reserves the exclusive right to determine the appropriateness of such holiday decorations.

D. **Animals and Pets**

Rules and regulations relating to Animals and Pets are guided by Article XIX.3 of the Declaration.

1. Except for domesticated dogs and cats, small birds and fish, no other animals including but not limited to reptiles, snakes, ferrets, monkeys, and pot-bellied pigs shall be kept within the Units, other parts of the condominium and its property.
2. The maximum number of dogs or cats permitted in any one Unit is two (2). A Unit Owner may keep within his or her Unit no more than two (2) dogs. A Unit Owner may keep a maximum of two (2) cats in his or her Unit if the Unit Owner keeps no dogs in the Unit. The total number of both cats and dogs kept in a Unit can be no more than two (2).
3. Unit Owners may not keep any dog of a breed (including mixed breed) deemed "aggressive or potentially aggressive." For purposes of this rule, aggressive or potentially aggressive breed of dogs are Pit Bulls (American Staffordshire Bull Terriers or English Staffordshire Bull Terriers), Rottweilers, Doberman Pinchers, Chows or Chow Chows, Akitas, wolf hybrids, and other dogs that demonstrate a propensity for dominant or aggressive behavior, including, but not limited to the following types of behavior:
 - a. Unprovoked barking, growling, or snarling at people approaching the animal;
 - b. Biting or scratching people; or
 - c. Escaping confinement or restriction to chase people.
5. A Unit Owner may keep a reasonable number of fish and/or caged small birds in his or her Unit. A Garden Unit Owner may keep a fish tank with a maximum capacity of no more than forty (40) gallons in his or her Unit.
6. The Manager shall not compel a Unit Owner who is not in compliance with the restriction is D.3 at the time of the rule's adoption to remove a dog or cat from the Condominium and its property solely because of the restrictions of section D.3.
7. No animals may be kept, bred or maintained for commercial purposes.
8. Unit Owners shall abide by all applicable ordinances and regulations concerning animals and shall be responsible for any inconvenience or damage caused by their animal or the animal of a guest. Costs to

repair damage caused to Common and Limited Common Elements, including but not limited to lawns, bushes/shrubs and plantings, by a Unit Owner's animal or a animal of a Unit Owner's guest will be passed on to the Unit Owner.

9. All animals must be housed in their respective Unit Owner's Unit and may not be housed, kenneled, or in any way kept on the Common elements or Limited Common Elements (decks, patios, balconies or enclosed porches).

10. Dogs and cats must wear current rabies, license and owner identification tags as per city code;

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11. No Unit Owner may install invisible fencing (electronic underground wiring) and/or stake or tie an animal to any common element or Limited Common Element at any time.

12. A Unit Owner must carry equipment sufficient to clean up dog feces and is responsible for the immediate removal of his or her animal's feces from the Common Elements or Limited Common elements. A Unit Owner who violates this rule will be fined \$100 per city ordinance.

13. Animal feces must be securely double bagged before disposal in the trash. The outer bag must be sealed and waterproof. Storage of such bags shall not be visible from the street.

14. No animal shall be allowed to cause a nuisance or create any unreasonable disturbance. A nuisance or unreasonable disturbance includes, but is not limited to, the following:

a. Animals whose unruly behavior causes personal injury or property damage, including harm to another animal.

b. Animals that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for two (2) hours or more to the disturbance of any person at any time of day or night.

c. Animals in common areas that are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six (6) feet in length or in a pet carrier.

d. Animals relieve themselves on walls or floors of Common Areas.

e. Animals that exhibit aggressive or other dangerous or potentially dangerous behavior.

f. Animals that are conspicuously unclean or parasite infested.

15. If any pet causes a nuisance or unreasonable disturbance, the owner of said pet will be given written notice to rectify the problem by reasonable measures. The Manager will require immediate removal of said pet if other measures short of removal have been unsuccessful or would be futile in correcting the problem or would pose a danger to persons or other animals.

16. Unit Owners are responsible for (a) the pets of guests who visit their unit and (b) pets not owned by the Unit Owner for whom the Unit Owner is providing care. Such pets are subject to the same restrictions as Unit Owner pets.

17. Unit Owners shall defend, indemnify and hold harmless the Association, the Board of Directors, the Association's agents, employees, and Unit Owners and occupants of various Units against loss, costs (including, but not limited to, attorneys' fees), claims or liability of any nature arising out of or resulting from any act of his or her pet, the pet of a guest or the pet being cared for.

18. Variance to the foregoing pet rules and regulations may be granted by the Board may be granted by the Board pursuant to procedures in section G.6. of the Rules and Regulations.

E. Assistance Animals

1. An occupant may request the Board to grant a variance to the animal rules for an assistance animal.
2. An assistance animal is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals perform many disability-related functions, including but not limited to, guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to persons with disabilities who have a disability-related need for such support. An assistance animal need not be individually trained or certified. While dogs are the most common type of assistance animal, other animals can also be assistance animals.
3. A Unit Owner with an assistance animal is subject to the requirements enumerated under Section D. unless a specific variance has been granted by the Board.
4. The Board will evaluate a request for a rule variance for an assistance animal based upon an occupant's disability using the general principles described in Fair Housing and Equal Opportunity (FHEO) Notice 2013-01, April 25, 2013. (FHEO Notice: <https://portal.hud.gov/hudportal/documents/huddoc?id=servanimals-ntchheo2013.pdf>)

F. Miscellaneous

1. Selling goods or services or soliciting donations door to door are prohibited.
2. Garage sales are not permitted.
3. Estate sales are permitted but must be approved by the Board. An estate sale shall be 12 hours or less in duration. Discrete signage indicated the location of the sale is permitted in front of the Owner's Unit. The sale shall be conducted within the Unit including the Unit's garage. The Owner of the Unit with the estate sale is responsible for ensuring the Association's parking regulations are complied with. Any damage to Common Elements or Limited Common Elements shall be paid for by the Unit Owner.
4. The Board, the Association, and/or The Manager are not responsible for personal property left in vehicles in the garages or elsewhere on the premises.
5. Trash pickup day may change periodically and will be communicated to Unit Owners by the Manager. Duplex trash and recycling containers shall be stored in the Unit Owner's garage.
6. In order to maximize space for disposal of recyclable items, cardboard boxes must be cut up and folded prior to depositing them in recycling dumpsters in the Garden building trash rooms. Trash and recyclables generated by construction or remodeling projects shall not be placed in the Gardens recycling or trash dumpsters. Unit Owners are responsible for the safe disposal of trash and recyclables generated by construction or remodeling projects at the Unit Owner's expense.
7. Gardens Roof Access: This rule conveys the approved method of access to Unit Owners' HVAC units located on the rooftop Common elements of 9201, 9213, and 9225 Crosswinds Land buildings. Violation of this rule is subject to the terms of governing documents.
 - a. 9201 Building: The HVAC units for this building are accessible from the exterior of the building. New paver stones have been installed on the flat roof surfaces for service technicians to walk on during service. Under no circumstances are Unit Owners allowed on roof areas at any time for any reasons. The ladder access points for the 9201 upper and lower garage areas are marked with an HVAC Service sign. HVAC service technicians are to use these access and entry points only. Service technicians shall avoid walking on the stone surface of the flat roof, as this can cause expensive damage to the surface. This information shall be conveyed to the service

technician prior to service. Unit Owners are responsible for any damage caused by their chosen HVAC provider.

- b. 9212 and 9225 Buildings: HVC service technicians may gain access from the interior of the buildings. Unit Owners or the technicians should locate the locked door on the top floor in the stairwell, as this is the roof top access. Under no circumstances are Unit Owners allowed on roof areas at any time for any reason. Outside the locked roof top access is a lock box. The box requires a code to be opened. The code will be changed periodically at the Board's discretion. To receive the code, email the Manager (Madison Property Management) a minimum of 3 business days in advance of your service date. HVAC service technicians shall take great care when walking and working on the rubber membrane area of these roofs. Ensure no sharp objects come in contact with the membrane and thoroughly clean up after any work is performed. Unit Owners are responsible for any damage caused by their chosen HVAC service provider.

G. Compliance and Enforcement of Association Rules and Regulations

1. General

- a. Routine enforcement of Association rules and regulations is by the Manager, following the procedures established by the Board in subsections G.3 through G.5
- b. The Madison Police may be called for law violations.
- c. A Unit Owner or lessee may report an infraction of Association rules and regulations to the Manager without bringing a formal complaint under section G.2.a.
- d. The laws of the State of Wisconsin govern the validity, performance and enforcement of Association rules and regulations.
- e. Any grammatical changes necessary to make Association rules and regulations apply to individuals, singular or plural, shall be assumed as though expressed.
- f. The Board reserves the right to amend, waive or repeal any requirements of the Board-adopted Rules and Regulations and to make such other revisions as may be deemed necessary for the safety, care and cleanliness of the premises and for the comfort, convenience and enjoyment of the property by all residents.
- g. No Waiver of any Association rule or regulation may be inferred from the Manager or Board not acting on a violation, even if such violation persists or is repeated. The invalidity, performance or enforceability of a rule or regulation shall not affect or impair the validity, performance or enforceability of another rule or regulation.
- h. Each Unit Owner is responsible for full compliance with Association rules and regulations by all family members, guests, visitors, and others the Unit Owner brings to the Condominium. Costs resulting from losses or damage to Common Elements and Limited Common Elements caused by a Unit Owner's guest, visitor, or other person brought to the Condominium by a Unit Owner will be paid by the Unit Owner.
- i. Any fine imposed on a Unit Owner for noncompliance will be assessed to the Owner's Unit and billed to the Owner.
- j. "Business Day" is defined as Monday through Friday, except state and federal holidays.

2. Complaints

The Board requests residents help create a friendly and pleasant atmosphere by attempting to resolve a problem informally before filing a formal complaint with the Manager.

- a. A Unit Owner may file a formal complaint alleging violation of Association rules and regulations. To initiate a complaint, a Unit Owner or lessee will complete the prescribed complaint form and file it with the Manager.
- b. At a minimum a complaint will be signed and include: (i) the name and address of the complainant; (ii) the name and/or address of the alleged violator; (iii) the factual basis for the allegation(s); and (iv) the name, address and telephone number of any witnesses, to the extent they are known. The complainant will submit any available documentary or photographic evidence to the Manager.
- c. Within three (3) business days of receipt of a properly completed complaint form, the Manager will contact the complainant to acknowledge receipt of the complaint and, if necessary, clarify, the allegations(s).
- d. Within ten (10) business days of receipt of a complaint, the Manager will send the parties a written decision in the matter via certified mail. When noncompliance is found, the decision will include a Notice of Noncompliance. If a lessee has committed the violation, the resident and the Unit Owner will receive the decision and any Notice of Noncompliance.

3. Investigation, Finding and Remedies of Noncompliance

- a. The Manager will contact the Unit Owner or alleged to be in noncompliance, giving notice of the allegation(s) and providing the Unit Owner an opportunity to respond and to submit any evidence he or she is not guilty of the alleged violation(s).
- b. The Manager will conduct an investigation, including interviews with any witnesses named by a complainant.
- c. The Manager will keep notes of discussions with a complainant, any witnesses and the Unit Owner alleged to be in noncompliance and all relevant documentary and photographic evidence.
- d. Upon completing an investigation, the Manager will decide, by a preponderance of the evidence, whether to find noncompliance with Association's Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions herein collectively referred to as "Condominium Documents" and assess fines according to following schedule:
 1. A written warning for a Unit Owner's first violation 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.
 2. Fifty Dollars (\$50.00) shall be assessed against a Unit Owner for a second violation of the Condominium Documents. The second violation does not need to be the same violation as the first violation in order for the \$50.00 fine to be assessed.
 3. One Hundred Dollars (\$100.00) shall be assessed against a Unit Owner for each successive violation of the Condominium Documents.
 4. Notwithstanding paragraphs (1-3) immediately above, Five Hundred dollars (\$500.00) for each violation of the Condominium Documents, when the in the sole opinion of the Board the violation meets one or more of the following criteria:
 - a. The violation is in direct defiance of a previous mandate from the Board.
 - b. The violation was malicious in its intent.
 - c. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.
 - d. The violation is of such a nature that the violation cannot be corrected and/or the direct monetary restitution cannot be determined. (i.e. if alternations are made that cannot be restored to their original state.)

5. Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.
6. Attorney Fees
 - a. The Board may also assess the Unit Owner who has violated the Condominium Documents for actual attorney fees and other administrative 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, brings any claim against a Unit Owner or defends 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 its costs and expenses, including reasonable attorney fees. This rule does not apply to the Unit Owners' fair housing complaints, neither State nor Federal.
7. Any Unit Owner 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 within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, 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.
8. 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.
 - 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.
 - 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 under consideration.
 - 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 of the time, place and date of a hearing before the Grievance Committee; a right to counsel; and 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: the hearing and the determination and decision.
 - f. The hearing section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.
 - g. 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.

- h. If the complainant, or their representative fails to appear at the hearing without a valid excuse acceptable to 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.
- i. 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.
- j. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.
- k. 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 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.

4. Variances: A "Variance" is a decision by the Board to grant a modification of all or a part of a rule or regulation to a Unit Owner subject to the rule or regulation. A variance may be granted only for the Rules and Regulation. Requirements of the Declaration or the Bylaws cannot be modified by a variance of the Board
 b. A variance may be granted only for a requirement of the Rules and Regulations. Requirements of the Declaration of Condominium or the Bylaws cannot be modified by a variance granted by the Board.

- a. To obtain a variance, a Unit Owner or lessee must demonstrate special circumstances or conditions that apply to the requester that generally do not apply to others.
- b. The request will include (i) the specific rule(s) or regulation(s) for which the petitioner requests a variance; (ii) the desired modification(s); and (iii) the special circumstances or conditions that apply to the requester.
- c. The Board will consider the request and determine, based upon the standard in section 6.c. above, whether to grant or deny it, and if granted, whether to impose any specific terms or conditions.
- d. The Secretary will inform the requester in writing of the Board's decision, the basis for it, and if granted, of any specific terms or conditions imposed by the Board.

H. Grills

- 1. Only gas grills and/or electric grills may be used on Unit balconies, decks or patios. Operators of gas grills or electric grills are cautioned that the Condominium is of vinyl and wood product construction. Therefore, gas grill and electric grill operators are to be mindful when grilling to avoid flare-ups and other conditions that potentially endanger any other portion of the Condominium. Charcoal grills are not to be used anywhere.

2. Grills for Duplex Units

- a. During operation, a gas or electric grill must be moved away from any building or railing a minimum distance of one (1) foot.
- b. The gas valve located on the propane tank, serving the gas grill, must be shut off at all times the gas grill is not in use.
- c. Grilling of any sort (including gas or electric grilling) is prohibited on any porch or deck that has been screened or otherwise enclosed.

3. Grills for Garden Units

- a. LP-gas burners having an LP-gas container with a water capacity greater than two and one half (2 1/2) pounds [nominal 1 pound (0.454 kg) LP-gas capacity] cannot be stored or operated on balconies. [Sec.34.308, City of Madison Fire Code] Note: <http://www.cityofmadison.com/fire.documents/Grills.pdf>.
 - b. The gas grill cover must be on the grill and over the flame during the grill's use, except for such times as the grill must be open to place, remove, or check the food item being grilled, provided that the time period that the grill is open for such purposes is minimized by the operator to the maximum extent feasible.
 - c. The gas valve located on the propane tank, serving the gas grill, must be shut off at all times that the gas grill is not in use. For natural gas grills, the valve on the gas line serving the grill must be shut off at all times the grill is not in use.
4. Notwithstanding anything else stated herein, any gas or electric grilling shall be subject to any and all municipal or other laws, statutes, ordinances, rules or regulations (the "Laws"), and to the extent such laws are more restrictive than those set forth herein, such Laws shall control.

I. **Signage:** The placement of signs visible from the exterior of a Condominium Unit and/or personal property will be restricted by the following requirements.

1. "For Sale" signs are not permitted on vehicles, boats or any personal property in any area of the Condominium.
2. A Unit Owner is not allowed to display simultaneously more than two (2) window signs. Lighted signs are not permitted.
3. No "For Sale" signs, other advertising or window displays shall be permitted on any part of the Condominium property or in any Unit. Notwithstanding the foregoing, each Unit Owner may display in the windows of each Unit Owner's Unit not more than two (2) signs advertising the Unit Owner's Unit "For Sale", provided (i) each such sign is not larger than 34" x 34"; and (ii) each such sign is approved in writing by the Board. Each Unit Owner may also display an information box on a post. The box shall be no larger than 12" high x 12" wide x 5" deep. It may be installed next to the mailbox for Ranch Units, or next to the pillar of a 16 Unit building.
4. A Unit Owner may display in his or her Unit a window sign supporting or opposing a candidate for public office or a referendum question. [sec. 703.105(1m), Wis. Stat. <http://docs.legis.wisconsin.gov/statutes/statutes.703/105>]. Such sign may not be lighted or exceed the size limit of 18" x 24".
5. Reasonably sized flag holders may be placed in Limited Common Elements appurtenant to an Owner's Unit. The cost to repair any damage caused by installing a flag holder will be the responsibility of the

Unit Owner.

6. A Unit Owner may respectfully display the United States flag. [sec.703.105(1), Wis. Stats. <http://docs.legis.wisconsin.gov/statutes/statutes/703/105>]; a state flag; a service member flag identifying his/her military service; or a college or university flag; a LGBTQ flag or a sports team flag. The display must be reasonably sized and located in the Owner's Unit or Limited Common Element appurtenant to the Unit. The cost to repair any damage to a Limited Common Element resulting from the display will be assessed by the Association to the Unit Owner.
 7. Flags and signs other than those listed above are not allowed.
- J. **Lease.** The Association is committed to providing an equal opportunity for housing to all individuals. In its approval process, the Board will comply with the state and federal Fair Housing Laws.
1. No person shall purchase a Unit with the intent to lease the Unit to third parties, except as provided in section 19.6, intro., Declaration of Condominium.
 2. If subsequent to an Owner's purchase and occupancy of a Unit, the Owner wishes to lease the Unit as a result of the Owner's illness, temporary relocation for purposes of employment or other similar reason, the Owner may lease the Unit, but only upon compliance with the following conditions:
 - a. Before executing a lease, an Owner shall submit to the Board the proposed form of the lease and a Lease Submission Form (Exhibit A) together with a written statement explaining why the Owner needs to lease the Unit.
 - b. Any lease shall be in writing and in a form that conforms to all legal requirements.
 - c. The Owner must abide by any laws, ordinances and regulations in the leasing of the Unit.
 - d. The lease shall identify all tenants and members of the household and include their day and evening telephone numbers.
 - e. The term of the lease shall be twelve (12) months.
 - f. The Owner shall not rent to more than one (1) tenant(s) during any period of twelve (12) consecutive months. Subleases by the Owner, tenant, or any other party are not permitted.
 - g. No Unit may be leased during the first year of ownership except for estate planning purposes.
 - h. The Owner shall obtain a criminal background check of the prospective tenant(s) and members of the household and submit the report to the Board with the proposed lease.
 - i. Prior to renewing a lease, the Unit Owner must request permission from the Board. However, no Unit may be leased for more than two (2) out of any five (5) year period without written approval from the Board.
 - j. The lease must include that the tenant(s) and members of the household will abide by the Declaration, Bylaws, and Rules and Regulations of the Association. The lease must include the Crime-Free Lease Addendum (Exhibit B) appended to these Rules and Regulations.
 - k. If the Board, in its reasonable judgement, does not believe the Owner has an acceptable reason for entering into the lease, the Board shall refuse consent to the leasing of the Unit.
 - l. The Board also may refuse consent to the leasing of the Unit if (i) the Declaration, Bylaws or Rules and Regulations of the Association were violated by either the Unit Owner or the Owner's tenant or a member of the tenant's household during a previous lease period; or (ii) consent to the leasing of the Unit would result in the number of leased Units exceeding ten percent (10%) of the total number of Condominium Units; (iii) the lease does not incorporate the Crime-Free Addendum in section J.2.j. above; or (iv) the Board, in its reasonable judgement, believes, based upon a record of criminal arrest or conviction, the presence of a proposed tenant or judgement, believes, based upon a record of criminal arrest or conviction, the presences of a proposed tenant or member of the tenant's household poses a significant risk

- for the residents or their property or that of the Condominium. If the Board refuses consent for any of the foregoing reasons, the Owner shall not lease the Unit.
- m. The Board shall be irrevocably presumed to have consented to any lease if it does not give the Owner written notice of the Board's refusal of consent within ten (10) business days after the Board receives the Owner's proposed lease, written statement, criminal background check(s), and aforementioned approvals from his or her insurance carrier and mortgagee, if applicable. If the Board refuses consent, it shall give the Owner written notice of the reason(s) for the Board's decision.
 - n. Before a tenant(s) occupies a Unit, the Owner must provide the tenant(s) with a copy of the Declaration, Bylaws, and rules and Regulations of the Association, or place the information in the Unit.
 - o. If a tenant commits a violation that results in a charge, fine, or assessment imposed by the Association pursuant to the Declaration, bylaws or Rules and Regulations, the tenant is liable for the charge, fine, or assessment. The Owner of the Unit when the violation occurred will be liable for a charge, fine, or assessment not paid by a tenant within 30 days of receiving notice of its imposition. [See sec. 703.24(3), Wis. Stats.] An assessment for the unpaid amount will be made against the Unit. Failure to pay may result in a lien being filed against the Unit. The lien will include the amount of the fines, interest at the rate of 1.5% per month, and any collection, legal and filing fees incurred by the Association.
 - p. Upon demand of the Board and consistent with state law and local ordinances, an Owner shall promptly take necessary steps to terminate the lease and remove the tenant(s) and other members of the household if a tenant or a member of the household (i) fails to abide by the Declaration, Bylaws, or Rules and Regulations of the Association or (ii) engages in criminal activity in the Unit or on Condominium property or permits the Unit or Condominium property to be used for such activity. The Association shall not be liable to an Owner for any cost associated with such removal, including but not limited to lost rent or legal costs.
 - q. The Owner shall obtain landlord insurance and approval from the mortgage lender, if applicable, and shall provide copies to the Board, along with the other required documents.
 - r. No pets of any kind shall be housed in a leased Unit.
 - s. An Owner must pay a fee equal to two (2) months condominium dues/fees at the time his or her lease is approved by the Board. At the time of the termination of the lease, the fee will be refunded to the Owner if there are no amounts owed to the Association.
 - t. During the entire time a Unit is leased, the Owner must be current with all monthly Condominium dues/fees, special assessments, and any other amounts owed to the Association.
 - u. The Owner shall also provide the Board his or her address and phone numbers, including an emergency phone number where he or she may be reached. No approved lease will be considered in effect until the Owner has furnished a copy of the executed lease, payment of the fee in section J.2.s, and his or her address and telephone numbers to the Board.
 - v. No action taken by the Association shall constitute action as if a "landlord" and the Unit Owner indemnifies and holds the Association, its officers, directors, members and agents harmless of any liabilities as a result of their good faith-action in connection with implementation and enforcement of the rental policy.
 - w. Within five (5) business days after entering into or renewing a written lease agreement, the Owner shall provide a copy of the executed agreement to the Association. The Association shall keep a copy of any rental agreement on file while the agreement is in effect.

K. Collection Policy

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

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.
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.
4. All payments received will be applied to the oldest amounts due on record. Payments tendered for current amounts due will not be accepted by the Association if the instrument of payment is drafted with a future date (i.e., a postdated check).
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.
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.
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. 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 9 below.
8. A late fee of \$50.00 shall be assessed against a Unit Owner for any payment not received by the Association by the fifth (5th) business 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 1.5% per month (18% per annum) until paid.
9. The basic collection system of Association 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.
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.

ATTESTED TO BY:

Barbara Halley, Secretary

Date

EXHIBITS

Exhibit A: Lease Submission Form

Exhibit B: Crime-Free Lease Addendum

EXHIBIT A
Lease Submission Form
Crosswinds at Hawk's Landing
Condominium

Unit Owner Information

Name: _____

Address: _____

Phone: Day _____ Evening _____ Email: _____

Emergency Contact: Name: _____

Address: _____

Phone: Day _____ Evening _____ Email: _____

Name: _____

Address: _____

Phone: Day _____ Evening _____ Email: _____

Emergency Contact: Name: _____

Address: _____

Phone: Day _____ Evening _____ Email: _____

I/We, the owner(s) of unit _____, submit the following information and request the Association approve the proposed lease attached to this form.

1. A copy of a proposed lease that includes (1) a statement that tenants and members of the household will abide by the Declaration, By-laws, Rules and Regulations, of the Association; and (2) the "Crime-Free Lease Addendum" Exhibit E, *Rules and Regulations*.

A written statement explaining the reason for leasing the unit. (See Article XX, section 6, *Crosswinds at Hawks Landing Proposed Tenant and Household Member Information*)

Name: _____

Phone: Day _____ Evening _____ Email: _____

Emergency Contact: Name: _____

Address: _____

Phone: Day _____ Evening _____ Email: _____

Name: _____

Phone: Day _____ Evening _____ Email: _____

Emergency Contact: Name: _____

Address: _____

Phone: Day _____ Evening _____ Email: _____

Name: _____

Phone: Day _____ Evening _____ Email: _____

Emergency Contact: Name: _____

Address: _____

Phone: Day _____ Evening _____ Email: _____

Name: _____

Phone: Day _____ Evening _____ Email: _____

Emergency Contact: Name: _____

Address: _____

Phone: Day _____ Evening _____ Email: _____

2. ___I/We have notified the mortgage lender and received approval to lease, a copy of which is attached.

___I/We do not have a mortgage.

3. ___I/We have obtained landlord insurance, proof of which is attached.

4. ___I/We have provided the tenant with a copy of the Association's Declaration, Bylaws, and

Rules & Regulations.

5. ___I/We have obtained criminal background checks of proposed tenants and household members, copies of which are attached.

Unit Owner Signature: _____

Unit Owner Signature: _____

Date: _____

EXHIBIT B
Crime-Free Lease Addendum Crosswinds at Hawk's Landing
Condominium

In consideration of the execution of a lease of the dwelling unit identified in the lease, the Owner(s) and Tenant(s) agree as follows:

1. Tenant(s), any member of the household, or a guest or other person under the control of the Tenant(s) **shall not engage in criminal activity, including drug-related criminal activity.** "Drug related criminal activity," means the illegal possession, delivery, distribution or manufacture, {as defined in ss. 961.01(6), (9), and (13) Wis Stats., respectively}, of a controlled substance {as defined in s. 961.01(4)}, or a controlled substance analog, {as defined in s. 961.01(4m)}.
2. Tenant(s), any member of the household, or a guest or other person under the control of the Tenant(s) **shall not engage in any act intended to facilitate criminal activity on or near the premises.**
3. Tenant(s) or members of the household **will not permit the dwelling unit to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest.**
4. Tenant(s), any member of the household, or a guest or other person under the control of the Tenant(s) **shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms on or near property premises.**
5. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
6. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
7. This Lease Addendum is incorporated into the lease executed or renewed this day between the Owner(s) and the Tenant(s).

Owner(s)

Signed: _____ Dated: _____

Signed: _____ Dated: _____

Signed: _____ Dated: _____

Tenets(s)

Signed: _____ Dated: _____

Signed: _____ Dated: _____

Signed: _____ Dated: _____

