

**Rules and Regulations**  
**Coachlight Village Condominium Town Homes**

Order: QVZ8Y5WHZ  
Address: 16252 W Coachlight Dr  
Order Date: 01-10-2023  
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# COACHLIGHT TOWNHOMES OWNERS' ASSOCIATION

## RULES AND REGULATIONS

### ASSESSMENT AND ASSESSMENT COLLECTION

- ❑ The regular monthly assessments, as and for the payment of common expenses as determined by the Board pursuant to the By-Laws of the Coachlight Townhomes Owner's Association, Inc. are **due on or before the first day of each month.**
- ❑ Special assessments, as levied from time to time by the Board, and/or the installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit owners informing of the levied special assessment.
- ❑ Payments made will first be applied to the "oldest" charges on a unit owner's account and not in any other manner. Payments tendered with future dates (postdated) are not allowed and will not be accepted by the Association. The actual date of the Association's receipt of a payment shall control as to whether payment was made timely. Any costs incurred by the Association as a result of the return of a unit owner's payment due to insufficient funds, or other similar reason, shall immediately be assessed to the Unit owner's account and therefore against the Unit owner's unit, until such costs are reimbursed to the Association by the Unit owner, provided that the cost shall not be less than \$50.00. No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association.
- ❑ **An automatic assessment of \$50.00 shall be made to a Unit owner's account and, therefore, against the Unit owner's unit in the event any assessment whether regular or special, whether an installment or otherwise, is not received by the Association by the fifteenth (15) day after its due date.** This automatic additional assessment shall be made upon each failure by the Unit owner to remit good and timely payment of any assessment of installment thereof.
- ❑ The Association treasurer shall provide the Unit owner written notice of each automatic additional assessment and the resulting balance owed by the Unit owner. The treasurer's failure to provide said notice and/or the Unit owner's failure to receive said notice shall not effect, in any fashion, the imposition of such automatic additional assessment.
- ❑ The resulting new balance owed by the Unit owner must be paid in full within fifteen (15) calendar days of the date on which the automatic additional assessment was made pursuant to Section 10.4 above, to prevent further and/or additional collection procedures.
- ❑ The unit owner's right to be recognized and heard at all meetings of the Association, whether member's meetings or Board of Director's meetings, shall automatically be suspended upon the Unit owner's failure to pay any resulting new balance owed by the Unit owner, in full, on or before the date due, as determined in Section 10.5 above. Such suspension shall remain in effect until any and all moneys owed, as provided herein, are paid in full.
- ❑ An automatic additional assessment of \$100.00, as and for additional costs incurred by the Association to recalculate and adjust the Unit owner's account, shall be made to the Unit owner's account and therefore, against the Unit owner's unit in the event the Unit owner fails to remit, in full, by the due date any resulting balances owed pursuant to Section 10.5 above. The Association treasurer shall not be required to notify the Unit owner of the imposition of said automatic additional assessment.

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- Upon the assessment of the amount stated in Section 10.7 above, the Association treasurer shall immediately refer the delinquent Unit owner's account to legal counsel for the Association. Said legal counsel shall cause a Statement of Condominium Lien to be filed against the Unit owner's unit, (or other such method of collection so advise by legal counsel) securing all amount then owed to the Association and all amounts permitted under the laws of the State of Wisconsin, the Declaration of Condominium, the Association By-Laws, and these Rules and Regulations.
- Once the Unit owner's account has been referred to legal counsel all payments of the Unit owner's account must be submitted to such legal counsel for proper application of same. In the event a Unit owner submits to said legal counsel a payment which is thereafter returned due to insufficient funds, or other similar reason, the Unit owner's account and, therefore the Unit owner's unit, shall be automatically assessed \$100.00 as and for additional costs incurred by the Association in consulting with legal counsel to recalculate and adjust the Unit owner's account. Upon the assessment as provided herein, the Unit owners right to vote at all meetings of the Association, whether members' meetings or Board of Directors' meetings, shall automatically be suspended. Such suspension shall remain in effect until any and all moneys owed, as provided herein, are paid in full.
- An automatic second additional assessment of \$160.00, as and for additional costs incurred by the Association to recalculate and adjust the Unit owner's account, shall be made to a Unit owner's account, and therefore, against the Unit owner's unit upon the commencement of litigation against the Unit owner for the collection of any amount owed to the Association. All costs incurred by the Association's legal counsel or advanced by the Association, with respect to prosecuting said litigation, including, but not limited to lien filing fees, court costs, post judgment supplemental costs and interest, shall be automatically assessed to the Unit owner's account, and therefore, against the Unit owner's unit.
- Upon the Association's referral of a Unit owner's account to legal counsel for collection, the balance owed by the Unit owner, together with all subsequent accruing and/or additional assessments, shall incur interest at the rate of eighteen percent (18%) per annum until the Unit owner's account is paid in full. Said interest shall relate back to and commence from the date on which the oldest owed assessment became due. All payments upon a Unit owner's account shall first be applied to the interest accrued, if any, and then to assessments in the order in which they were assessed.

#### **AVAILABLE REMEDIES AND FINES**

- The following is a schedule of the fines that will be imposed under these rules and regulations, pursuant to the provisions hereof, as a result of a member's violation of or non-compliance with the By-Laws, rules, regulations, covenants, conditions or restrictions:
  - (a) **A WRITTEN WARNING for a member's first violation** of or non-compliance with a specific By-Law, rule, regulation, covenant, condition or restriction. A written warning shall not be needed prior to the enforce of Article 8.1 of these rules and regulations.
  - (b) **FIFTY DOLLARS (\$50.00) for a second violation** of or noncompliance with a specific By-Law, rule, regulation, covenant, condition or restriction for which the member received a written warning pursuant to paragraph (a) immediately above.
  - (c) **ONE HUNDRED DOLLARS (\$100.00) for each successive violation** of or noncompliance with a specific By-Law, rule, regulation, covenant, condition or restriction for which the member received a written warning pursuant to paragraph (a)

immediately above, and incurred the imposition of the fine prescribed in paragraph (b) immediately above.

- In addition to the provisions of Section 1 hereof, the remedy provisions of the By-Laws shall remain available to the Association.

#### MANAGEMENT

- No member or occupant of a member's unit shall or attempt to direct, supervise, or in any manner assert control over any association contracted worker(s). Poor workmanship or performance of such individuals should be reported to the Board or to the property management company immediately.
- In the event the Association utilizes the services of a professional management company to which assessments are remitted by the Unit owners or which is otherwise responsible for the accounting of paid and unpaid assessments or notifying the Unit owners of the balance of Unit owner's account or responsible for enforcement of the provisions of the Declaration, the By-laws and/or these rules and regulations all requirements or duties of the Association and/or officers (Board of Directors) shall be the requirements or duties of the management company so retained by the Association. All notices and/or requests to the Association shall be directed to the management company for presentation to the Board of Directors.

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# **COACHLIGHT VILLAGE TOWNHOMES REGULATIONS REGARDING SATELLITE DISHES AND OTHER OVER-THE-AIR RECEPTION DEVICES**

## General Policy:

**A WRITTEN REQUEST MUST BE SUBMITTED TO THE BOARD OF DIRECTORS FOR APPROVAL PRIOR TO THE INSTALLATION OF A SATELLITE AND OTHER OVER-THE-AIR RECEPTION DEVICES.** The installation and maintenance of satellite dishes and other over-the-air reception devices may only be installed in accordance with Association regulations and are the responsibility of the owner.

All costs associated with the installation, maintenance and removal of satellite dishes and other over-the-air reception devices are the responsibility of the owner. **WRITTEN BOARD APPROVAL IS REQUIRED PRIOR TO THE INSTALLATION OF A DISH OR DEVICE.**

## **- NO DISHES ARE GRANDFATHERED WITHIN THE ASSOCIATION**

## Satellite Dish Policy Regarding Common Areas:

Satellite dishes or other over-the-air-reception devices **may only** be placed on a poles mount in a limited common area, which is your patio area.

The satellite dish can be placed pole mount no higher than four (4) feet in the air and no more than three (3) feet from the building.

The satellite dish and antenna must blend into the background and not detract from the aesthetics of the buildings.

The owner shall install all wiring and other connections in as unnoticeable manner as possible and at the owner's expense. Installation of the wires and dish cannot damage the exterior of the building. Wires must be painted to match the exterior of the building. Any damage done to the common or limited common areas, as the result of installing or maintaining a satellite dish, is the responsibility of the owner.

The size of the satellite dish or other over-the-air reception devices must not detract from the aesthetics of the buildings or endanger the integrity of the building or the safety of the residents and cannot be any larger than 36 inches in diameter.

If service is discontinued or the unit is sold, the satellite dish or other over-the-air reception devices must be removed at the owner's expense. Any damage left from the removed device must be repaired at the owner's expense.