

NAGAWICKA SHORES CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

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REVISIONS TO SECTIONS 18 AND 19 APPROVED DECEMBER 9, 2020

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INTRODUCTION

The following are the Rules and Regulations of Lake Nagawicka Shores Condominium, Inc. The purpose of the Rules and Regulations is to provide for the common benefit and enjoyment for all owners, guests and lessees.

From time to time, the Association will adopt Rules and Regulations governing the operation, maintenance and use of the Units, Common Elements, and Limited Common Elements by the unit owners and occupants. Units, Common Elements and Limited Common Elements are defined within the Declaration and By-Laws.

These Rules and Regulations should be read in conjunction with both the Declaration and the By-Laws.

The Association members and their families, lessees, or guests and any occupants of the Units shall abide by all Rules and Regulations. Enforcement and fines and penalties are defined within Rules Enforcement and Grievance Policy, which can be found on the Association website.

Exceptions to the Rules and Regulations may be made by submitting a written request to the Board of Directors. Exceptions will be solely at the discretion and judgement of the Board of Directors and not by any individual member of the Board.

See the By-Laws for governing definitions.

Facilities

1. Intended Use of Units

The intended use of all units is for single family residential purposes.

2. Maintenance, Repairs and Improvement of Units

A unit owner must maintain his / her unit in good condition and repair.

Owners may make any improvements or alternations within their unit that do not impair the structural integrity of the Unit. When undertaking a remodeling project, the unit owner is required to secure a Certificate of Insurance from the contractor identifying the project and outlining General Liability and Workers' Compensation Coverage prior to the start of the work. The Certificate must identify liability limits of at least \$1 million and be presented to the Board of Directors or the management company, prior to the start of the work.

Examples of a remodeling project that would require a Certificate of Insurance include major remodeling to any part of the unit or work that would require cutting into a gas line or water pipe or installation of a new electrical outlet or switch. Minor repairs or new appliances would not necessarily require a Certificate. If you are unsure whether your project would require a Certificate, please contact the management company.

If renovations are being completed, as a courtesy, please notify your shared wall neighbors of the work.

3. Alterations to the Outside of the Building by Owner

A unit owner may not make, or arrange for, any structural addition or alteration to the outside of the building without prior written approval of the Board of Directors. This includes any change to the outside appearance of the building, such as, but not limited to, skylights, patio renovation, satellite dishes, solar panels, downspouts, electrical outlets, window/door replacements, vents. This also includes radio, citizen band, television or other antenna, or wiring.

If an owner would like to make alterations to the outside of the building, a project request form, Request for Improvement or Modification of Common or Limited Common Element Areas, available on the Association Website, must be completed and submitted to the Facilities Committee Chair. The Facilities Committee will review the request and submit a recommendation to the Board of Directors. If alterations are completed without Board approval, owners may be required to replace or remove the alteration at their expense.

4. Maintenance of Facilities by the Association

The Association contracts with a several companies to provide services related to the Common Elements such as exterior painting and repairs as well as paving the driveways and repairs to light post and sidewalks.

Owners should not directly contact staff of these companies about repair issues. If owners are unhappy with the service or would like additional services, they should contact either the management company or the Facilities Committee Chair.

The Facilities Committee and the Board of Directors will review the contracts annually through the budget process, considering the quality and needed scope of work. At least every three years, the maintenance agreements will be bid competitively.

5. Maintenance and Changes to Limited Common Elements and Common Elements

Every unit owner must maintain the Limited Common Elements appurtenant to his/her unit in clean and proper condition. No objects or structures, other than movable furniture or decorative pieces, shall be placed within the Limited Common Elements. Every unit owner has the right to decorate the Limited Common Elements in a nonstructural manner.

No articles belonging to unit owners shall be kept in or on Common Elements and such areas will be kept free of obstacles.

Nothing shall be altered or constructed in or removed from the Limited Common Elements, except upon the prior written consent of the Board of Directors.

See the Section on Grounds for owners wishing to change plantings within Limited Common Element areas.

6. Sidewalks and Entrances

Sidewalks and entrances must not be obstructed or used for any purpose other than ingress or egress to and from the premises. While the Association contracts for snow removal and deicing of driveways and sidewalks, all owners, even those away for the winter, are required to shovel, sweep and / or apply ice melt to maintain safe conditions.

7. Signs

In general, signs, including For Sale signs, are not allowed. However, signs which support or oppose a candidate for public office or a referendum question may be displayed within a unit. Additionally, For Sale pennants may be used but only on Open House days.

8. <u>Clotheslines</u>

Clotheslines are not permitted outdoors or on decks.

9. Dryer Vents

All unit owners are responsible for cleaning their dryer vents each year to prevent fires. Failing to do so, unit owners are responsible for any fire damage that results.

10. Cooking and Heating Devices

In compliance with the Fire Code, electric, gas or charcoal grills, hibachis or other similar devices used for cooking, heating or any other purpose may not be used on the decks or under any overhanging structure or within 10 feet of the building.

Additionally, these devices may not be stored on the decks. However, they may be stored in garages or on the patio under the decks.

11. Water Shut-Off

All unit owners are responsible for shutting off water supply valves to outdoor water spigots (including the spigot in the garage) by November 15th to April 15th of each year. Failing to do so, unit owners are responsible for water damages due to freezing.

Owners who will be absent from their units for a week or more are responsible for closing the main unit water valve to avoid possible damage.

Owners can call either the management company or a Board member for assistance in locating or closing the main water valve. Owners are responsible for maintaining a working shut-off valve.

All units have a main unit water valve, but some buildings also have a set of "entire building" valves. These valves should not be turned off or else other unit owners in that building would be deprived of water.

12. Wood Burning Fireplaces

To prevent fires, owners with wood burning fireplaces are responsible for cleaning and maintaining their chimneys in good working condition. Failing to do so, unit owners are responsible for any fire damage that results.

13. Requests for Repairs

Often during the year, owners will discover areas that require repair to Common Elements, such as the buildings, light posts or other structures. These repairs can range from outdoor lights to pest control to repair of siding to patio issues to drainage issues. All requests for repairs should be made directly to the management company or to the Facilities Committee Chair.

Repairs to structures within the unit are the responsibility of the owners. Skylights, like windows and doors, are defined as part of the unit. However, if there is a leak from the area of a skylight, the management company should be called. They will evaluate the cause of the leak. If the leak is due to caulking or other problems related to the skylight unit, repairs will be the responsibility of the owner. If the leak is related to the roofing or curbing around the skylight, repairs will be responsibility of the Association.

As a courtesy to owners, if a reasonable repair to the skylight unit can be made by caulking, the management company will do so at no cost to the owner. The owner, of course, may opt to have the repair made by a qualified service provider.

Grounds

14. Grounds Maintenance Service

The Association contracts with a lawn and grounds maintenance company that mows the lawn, prunes shrubs and bushes, trims trees and provides other services related to the grounds. Individual owners are not to remove trees. If an owner would like a tree removed, a request needs to be submitted to the Chair of the Grounds Committee which needs to be approved by the Board.

Owners should not directly contact staff of the grounds maintenance company about grounds issues. If owners are unhappy with the service or would like additional services, they should contact either the management company or the Grounds Committee Chair.

The Grounds Committee and the Board of Directors will review the landscape maintenance agreement annually through the budget process, considering the quality and needed scope of work. At least every three years, the landscape maintenance agreement will be bid competitively.

15. Snow Service

The Association contracts with a company to provide plowing, shoveling and salting or sanding. Plowing and shoveling are done following a 2" or greater snowfall which may be adjusted at the discretion of the Board of Directors. Sidewalk salting is provided in conjunction with the plowing and shoveling.

Unit owners are responsible for salting and clearing snow as necessary on their sidewalks. Owners needing help cleaning their walks, either when they are here or when they are out of town, can contact the management company for suggestions on contractors with whom they can contract.

Owners should not directly contact staff of the snow service company. Like the grounds contract, if owners are unhappy with the service or would like additional services, they should contact either the management company or the Grounds Committee Chair.

The Grounds Committee and the Board of Directors will review the snow plowing and shoveling agreement annually through the budget process, considering the quality and needed scope of work. At least every three years, the agreement will be bid competitively.

16. Planting and Changes to Limited Common Elements

With approval from the Board of Directors, owners may make changes to the garden areas within the Limited Common Elements surrounding their condo units. The Limited Common Elements are defined in the Declaration as "common elements identified in this Declaration or the Condominium Plat as reserved for the exclusive use of one or more but less than all of the unit owners."

In practice, the Association has historically classified the area as 12 feet from the edge of the building footprint as LCE. While it is the wish of the Association that owners shall have control of the landscape adjacent to their unit, the zone to be considered within the "12 foot" rule may be more or less than 12 feet, depending upon the position and footprint of the building involved. An owner wishing to change an area of the LCE or CE outside 12 feet must contact the board of directors, in writing, with a definition of what is proposed. The Board, at its sole discretion, may grant approval. Individual owners are responsible for maintaining their Limited Common Element area except for the grass areas.

Flowers, bulbs, and ground cover can be changed within existing beds without approval. Things that require Board approval are changes to boundaries of bed areas, plans for adding bushes, plans for adding non-plant elements, etc. Where owners utilize mulch in planting beds, it is recommended to use some type of brown or natural mulch to blend with our buildings and grounds. The Association wants to maintain a balance between individual owner creativity and a common look for our grounds. While it is the wish of the Association that owner discretion will be honored as much as possible, the final decision will be that of the Board of Directors.

If an owner would like to make alterations to garden areas, a project request form, Request for Improvement or Modification of Common or Limited Common Element Areas, available on the Association Website, must be completed and submitted to the Grounds Committee Chair. The Grounds Committee will review the request and submit a recommendation to the Board of Directors. If alterations are completed without Board approval, owners may be required to replace or remove the alteration at their expense.

17. Disposal of Animal Waste and Plant Cutting and Remains

No pet waste is to be left or deposited in the Limited Common Elements or Common Elements, including any wetland areas. Plant cuttings and remains are not to be disposed of in or near the wetland areas of the Common Elements. Potted containers and potting soil should be disposed of in the garbage, not put out in the woods or wetlands. Potting soils often contain fertilizers and fill that are not good for our grounds.

Harbor

18. Assignment of Boat Slips

A boat is defined as a watercraft typically capable of legally holding 4 or more passengers. This would include pontoon boats, runabouts, fishing boats, and other similar crafts.

To maximize the enjoyment by all owners of the Association's harbors and slips, the Board of Directors holds the authority for control of harbor and assignment of slips. The Board has delegated this authority to the Harbor Master, a member of the Harbor Committee.

The Association has been issued a permit by the City of Delafield for 34 mooring slips. While the Association strives to maintain access to all 34 slips, no guarantee can be made that access will be available. Slips are not deeded to a unit. A slip assigned to a unit owner is to be used exclusively for his/her boat and only while they occupy the unit. A unit owner may be assigned only one slip.

When a unit is sold, the slip that unit owner had been assigned becomes available for all unit owners based upon owner seniority. Unit owners are listed in the Homeowners Seniority List by the date they purchased their unit. This list has priority over the Renters Seniority List which is by date a lessee has occupied a unit.

If a unit owner leases his/her unit, the lessee qualifies for the Renter Seniority List. A lease must be submitted, along with a description of the boat, and approved by the Board of Directors to be assigned a slip. If a lessee is eligible, a slip will be assigned by May 1 and is valid to Nov 1. Renters must re-apply each year. Owners who lease their units have no rights to a slip.

The maximum length for any boat is twenty-four (24) feet, however not all slips can accommodate boats of that size, therefore the Harbor Master shall retain the right to assign, or reassign certain slips based on boat size and type, and the condition of the harbors. It must be noted that not every slip is capable of usage of a boat lift. Boat lifts are limited to a maximum of 10 feet 4 inches in overall width.

If a slip has been assigned and the unit owner chooses to relinquish its use, the unit owner is asked to notify the Harbor Master in writing (email is satisfactory). If a slip has been assigned, but is not used, the assignee will be asked to explain their intentions, in writing. As necessary and appropriate, the Harbor Master will notify the Board of Directors, which, at its sole discretion may classify the slip as vacant and make it available to other unit owners.

Owners requesting a slip for the first time and any owner or lessee requesting a different slip or wishing to purchase a different boat and/or boat lift, shall request approval from the Harbor Master advising him / her of the size and type of the proposed boat and the dimensions of the proposed boat lift at least fourteen (14) days prior to the purchase.

Slips that become available will be made available to all owners as soon as practical following knowledge of their availability. Unit owners will have 7 days following posting to request assignment. The Harbor Master will then assign the slip based upon owner seniority. In some cases, this may result in a cascade of open slips being posted and assigned. Each event will be handled separately.

19. Personal Watercraft and Non-Assigned Use of Boat Slips

Personal Watercraft. A personal watercraft is defined as: kayaks, stand-up paddleboards, canoes, small fishing boats and jet skis. As there may be very large personal watercrafts or very small boats, the Board will have the final say in which category the craft fits. Thus, it is important that the Harbor Master be contacted before purchase.

If a unit owner does not have a boat, they may request and be assigned a slip in which to moor their personal watercraft. The rules to assign a slip to moor a personal watercraft are essentially the same seniority rules as discussed under Assignment of Boat Slips.

The Association has a rack for canoes, kayaks and stand-up paddleboard adjacent to the Gazebo at Harbor 3. Kayak and canoe slots can be requested from and assigned by the Harbor Master.

Non-Assigned Use of Boat Slips. An owner with an assigned slip for a boat may USE a vacant, unassigned slip for storage of their personal watercraft with permission of the Harbor Master.

The Harbor Master shall be authorized to assign, reassign, or deny use of a slip based on the suitability of the available slips (e.g. size and nature) of the proposed watercraft. As with boat slip assignment, use of vacant, unassigned slips will be guided by owner seniority. Use of a slip will be granted for one boating season. The owner is required to make a request to the Harbor Master each April to use a slip for a personal watercraft.

If there are requests to moor more than 5 personal watercrafts, slips will be assigned at the most suitable location available, at the discretion of the Board and the recommendation of the Harbor Master.

If a unit owner has an assigned slip for a personal watercraft and wishes to obtain a boat, they will be required to remove their personal watercraft, and that slip will be assigned for their boat if that slip will accommodate the proposed boat Movement to a different slip will follow the unit owner seniority priority. The owner can also request USE of a vacant, unassigned boat slip for their personal watercraft as discussed above.

20. Boat Lifts

Boat lift width may not exceed ten (10) feet, 4 inches. Attachments, such as power lift drives, battery boxes and/or solar collectors may increase the overall width to over 10 feet. When installed, boat lift canopies must not overhang the pier. Owners are responsible for measuring and ascertaining their lifts will fit into their space assigned by the Harbor Master.

Approval by the Harbor Master must be given in writing before the installation of lifts. Failure to obtain prior approval may result in relocation or re-positioning of the lift at the owner's expense. As necessary, owners may be required to adjust the position of attachments to accommodate, for example, the installation of a new lift adjacent to theirs.

Harbor bottoms are gravel, mud and clay, and lifts may shift for a variety of reasons. If at any time a lift has moved out of position the owner will be required to have the lift re-positioned at their expense.

Owners are responsible for any damage to lawns, piers, boats, lifts or other Common Elements or other owners' property incurred during the installation or removal of lifts.

21. Piers, Rafts and Buoys

No one shall be permitted to erect, keep, or maintain any pier, raft, or buoy without prior written permission form the Board of Directors.

22. Swimming

Swimming within the marina areas is not permitted.

23. Children at the Lake Front

Under no circumstances are children under the age of ten (10) years allowed on the lake front area or piers unless accompanied by an adult.

24. Entrance and Exit from Harbors 2 and 3

The weed bed located to the south of harbors 2 and 3 serves as a barrier to prevent floating weeds from entering those harbor areas. To maintain its integrity, the channel into and out of harbors 2 and 3 is marked by channel markers. This channel is maintained by the City of Delafield. When leaving these harbors boaters must keep the markers on their LEFT until they have passed the westerly or third marker, then proceed onto the main lake. The reverse must be followed when returning to the harbors and markers must be kept to the RIGHT.

Other

25. Garbage and Recyclable Collection

Garbage and recyclable disposal are under the jurisdiction of the City of Delafield.

Pickup is on Tuesdays each week at approximately 7am. When New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day or Christmas Day fall on a Monday, garbage collection typically occurs on Wednesday.

Waste containers are to be kept out of sight except for the night prior to the day of collection or the morning of and put away on a timely basis following collection. If you put the garbage out at night, please be sure to have the cover secured to prevent raccoons from invading the garbage can. Containers shall be kept clean and in a sanitary condition.

The following types of large or bulky materials may be picked up by the disposal company: garbage and trash, recyclable materials, white goods/bulky items, including freezers, refrigerators, dishwashers, washing machines, dryers, water softeners, air conditioners, water heaters, carpet and padding in bundles of 4' lengths weighing 75 lbs. or less, sofas, chairs, tables, mattresses, televisions, stereos, box springs, desks and similar items. The waste management company should be called for guidance and to arrange for large item pickup. Large items must be taken to the curb. Under no circumstances shall items be placed outside more than 24 hours before pickup. Any item not picked up must be returned to the owner's garage on the same day.

26. <u>Pets</u>

The occupant of each unit may keep two dogs or two cats or one dog and one cat, provided that their combined weight does not exceed sixty (60) pounds. Other small household pets such as fish, canaries or parakeets are allowable, if they are not kept, bred or maintained for commercial purposes. All authorized pets shall be housed indoors.

If pets, both authorized and visiting pets, are allowed outdoors, they must be kept on a leash or properly restrained. When walking pets, please respect all plantings and pick up and properly dispose of any excrement within your garbage.

As an owner, you are responsible for ensuring that your animals and visiting animals are not offensive, a nuisance or harmful in any way to the Common and Limited Common Elements and to other owners.

27. <u>Noise</u>

No occupant may make or permit any disturbing noises in or around buildings whether made by themselves, family, friends, or pets or to permit anything to be done by such persons that will interfere with the rights, comforts, and convenience of other unit occupants.

28. Children

The activities and behavior of all children under the age of ten (10) years, when on the condominium property, shall be supervised by an adult. The Board of Directors, or their designated representative, shall have the authority to reasonably require that the party responsible for the child remove him/her from any Common or Limited Common area if the child's behavior is detrimental to the safety or rights of other unit owners.

29. Rent and Lease Agreements

To preserve the high standards of maintenance and care and the other benefits arising from owner occupancy of units, no unit may be occupied by solely non-owner occupants for a oneyear period following a transfer of ownership.

The rental or lease of a condominium shall not be for a period of less than one hundred eighty (180) days. Rooms may not be rented and no transient tenants shall be allowed.

Relatives and guests of owners are always welcome; however, owners are responsible for ensuring that their renters, visitors and / or guests are aware of the rules and that they, as owners, are responsible for their actions.

For further information on rent and lease agreements, please see the By-Laws.

30. Neighbor to Neighbor Conflict

Neighbor to neighbor disputes are to be handled by the parties involved. If disputes involve issues in violation of the Rules and Regulations or the Declaration and By Laws of the Association, they may be brought to the Board of Directors. Non-compliance will result in the Board initiating the Rules Enforcement and Grievance Procedure Resolution.

31. Parking and Use of Vehicles

Automobiles shall be parked only in the areas provided for that purpose and preferably in the garages.

Motorcycles, motorbikes, all-terrain vehicles, snowmobiles, and golf carts shall be parked only in garages and shall be used only on the City street as permitted by law.

Boats, water equipment, fishing gear, and other water vessels shall not be kept, stored, or maintained in parking areas, the Common Elements, or Limited Common Areas, except the Common Areas designated for mooring boats. Unit owners may use their driveway for a period of no more than forty-eight (48) hours at the beginning or end of the boat season for cleaning, loading gear, or preparation of the boat for storage.

Non-private vehicles, such as commercial trucks and vans, recreational vehicles, trailers or motor homes shall not be parked in the parking areas, unless actively loading or unloading and then for a period of not more than forty-eight (48) hours.

Overnight parking on driveways during winter months should never interfere with snow removal, therefore vehicles must be removed prior to snow plowing.

The City of Delafield prohibits overnight parking on city streets from November1 until May 1, between the hours of 2am-6am. Whenever there is a snowfall accumulation of 4" or more in any 24-hour period and within a period of 12 hours after the end of the snowfall, vehicles may not park on City streets for more than 30 minutes between the hours of 7pm to 2am and between the hours of 6am and 9am.

32. Emergency Access

All owners are required to provide a spare key and security access code to another individual in the event they are away and emergency access to the unit is required. Owners must provide the President of the Board with the name of the unit individual who will hold the spare key and who agrees to respond to a call in a timely manner.

33. Recreational Use of the Gazebo, Marina and Other Common Element Areas

The gazebo, marina grounds and other Common Element areas are for the use and enjoyment of Nagawicka Shores Condominium owners, family and guests and can be used on a planned or impromptu basis provided these areas are not already scheduled of occupied. Recreational use of all Common Element areas is prohibited between the hours of 11pm and 8am.

Reservations. Unit owners may reserve the gazebo for private events in which the unit owner is present, in charge and responsible. Reservations will be accepted on a first come, first serve basis by the Gazebo Chair.

Should unit owners wish to use the marina or other grounds for an event, but not the gazebo, a request should be submitted to the Board of Directors for approval indicating the area to be used, the date and time of the event, group size and any structures such as a tent or grills that may be placed in the area.

Hours and Group Size. The gazebo and other areas can be used during the following days of the week and times:

Sunday thru Thursday:	10am to 10pm
Friday and Saturday:	10am to 11pm
Any day prior to a holiday:	10am to 11pm

Group size may not be greater than 30 individuals. For a larger group, approval must be given by the Board of Directors.

Rules. The following rules apply:

- Noise levels must be kept down to a point where such levels will not be disturbing to nearby condominium owners. Speakers for radios, stereos, and other electronic equipment must be kept within the gazebo.
- Except for electric appliances, such as crock pots, coffee pots and frying pans, electric, gas or charcoal grills, hibachis or other similar devices used for cooking, heating or any other purpose may not be used either inside the gazebo or on the deck or within 10 feet of the building and 25 feet from the marina concrete pier.
- Only electric appliances may be used inside the gazebo, if they are closely watched.
- The gravel path can be used to load and unload items. However, vehicles are not to be parked at the gazebo or on the path.
- Except for the porta potty installed at Harbor 3 by the Association, porta potties are permitted only with Board approval.
- Children under age 10 must always be supervised.
- All dogs must be kept on a leash.
- No fireworks of any kind are permitted.
- Smoking is not permitted in the gazebo

Clean Up. It is the responsibility of the unit owner to clean up the gazebo and / or other areas used by 10 am the following day. The exception to this is when a second reservation has been scheduled following your event. In this case, the gazebo and areas must be cleaned up immediately following your event.

Trash containers must be emptied and trash removed from the area. Trash should be included with your regular weekly trash pickup. Anyone using gazebo garbage cans must replace the trash bags.

If the gazebo is used floors must be damp mopped, the ceiling fan must be turned off, furniture must be replaced to the original positions and the doors and windows must be closed.

Unit owners are responsible for adequately cleaning the gazebo and or other Common Elements areas used during the event. If the gazebo is not cleaned adequately, the resulting cost of the clean-up may be charged to the owner.

Damages to the Property. Unit owners will be required to pay the cost of repairing any damage to the gazebo or its contents and the surrounding areas during the reserved use.