RULES AND REGULATIONS OF
THE BREAKWATER CONDOMINIUM

Updated June 1st, 2026.

The following are the Rules and Regulations ("Rules") for the BreakWater Condominium Association, Inc. Capitalized terms not otherwise defined in these Rules shall have the meanings assigned to such terms in the Declaration of Condominium for The BreakWater Condominium.

These Rules may be amended or repealed by the Board at any time during the existence of the Condominium; however, certain of these Rules are contained in the Declaration (those noted and marked with a *), and such rules may not be amended without amending the Declaration. *Copies of all amendments to these Rules shall be furnished to the Unit Owners by the Board prior to the time such amendments shall be effective. [NOTE: ALSO CONTAINED IN THE DECLARATION]

No provision of these Rules or any amendment to these Rules may contravene any provision of the Declaration. To the extent of any inconsistency between these Rules and the Declaration, the provisions of the Declaration shall govern.

When used in these Rules, the term "Unit Owner" shall include such Unit Owner's family members, guests, invitees, tenants, agents and employees. Unit Owners are responsible for seeing that family members, guests, invitees, tenants, agents and employees receive and comply with these Rules.

Comments about the contents of these Rules should be directed to the President of the Board in writing. Complaints about violations of these Rules should be directed to the President and the Board.

New owners should contact the property manager upon moving in to set up a welcome meeting with the manager and the Board. At the welcome meeting, the Board will go over the condominium documents and answer any questions the new owner has, and get the new owner set up on the Association's website.

1. Parking.

(a) The parking garage shall be used solely for the parking of vehicles and for no other purpose, except that one (1) small upright cart and/or one (1) bicycle may be kept in a Parking Unit only if all property and vehicles fits within the designated space. Only one (1) vehicle may be parked in a single Parking Unit. This restriction does not apply to private garages. Private garages and designated storage areas may be used for the storage of personal property. All vehicles of any type shall be parked in a designated parking stall or enclosed private parking garage such that all vehicles fit within the designated space. No vehicle of any type shall be placed in any driveway, undesignated parking stall or Parking Unit (other than in a private garage) for storage.

(b) All vehicles parked in the Parking Units or in any other parking area shall be reasonably clean, and the Unit Owner shall take all necessary precautions to prevent the leaking of automotive fluids or staining of the parking areas and driveways. No boats, campers, trailers, recreation vehicles or other vehicles of similar nature and design shall be placed, stored or parked in

any Parking Unit or any other parking area (other than in a private garage) for a period of longer than twenty-four (24) hours in any one (1) week period unless such items fit entirely within the boundaries of one (1) parking stall or garage (leaving at least six (6) inches of space between the item stored and the lines delineating the parking stall) and are completely covered or placed in locked, fully-enclosed trailers. No individual shall use or occupy any recreational vehicle or any similar vehicle designed or used for overnight camping while such vehicle is parked on the Property. Parking stalls may not be used for storage of any personal property other than motor vehicles or trailers, as set forth above.

(c) No Unit Owner may use any of the Parking Units or parking areas for the purpose of repairing or restoring any motor vehicle. Racks, shelving, cabinets or other storage devices are prohibited in the Parking Units and parking areas.

(d) Private storage lockers that are part of a Parking Unit are to be used for storing the Parking Unit Owner's personal property. Personal property must be stored inside the storage locker.

(e) Parking Units that are private garages are to be used for the storage of the Parking Unit Owner's motor vehicle(s) and personal property.

(f) No live animals, plants, hazardous materials, garbage, waste, highly flammable materials or explosives, or anything that would cause an objectionable odor or nuisance, are allowed in any Parking Units or parking areas.

(g) No Improvements of any nature may be constructed in the Parking Units by any Unit Owner without the prior written approval of the Board. [NOTE: ALSO CONTAINED IN THE DECLARATION]

(h) The Parking Units are intended to be used by residents of the building. The Parking Units cannot be rented or leased to non-Unit owners or tenants that do not reside in the building.

(i) Vehicles, people, vendors, or anyone entering/exiting the garage should wait for the garage door to fully close before moving forward to prevent unauthorized access. If there is a car behind you waiting to enter, please wait until you see the garage door going back up which indicates the person behind you has a garage door controller in use. If there are multiple cars exiting, the last one out should wait for the door to fully close.

2. Occupancy.

(a) The Building and the Units are intended for and may be used for residential uses only, as further restricted by this Declaration, the Bylaws and the Rules. No unit shall come to be regarded as a commercial place of business or a commercial establishment. A business does not mean monetary consideration, but includes the appearance of a business as regular visitors, packages and/or deliveries come to the property. The Common Elements and Units shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of residential units.

(b) No more than three people may occupy a one bedroom Unit; no more than five people may occupy a two-bedroom Unit; and no more than six people may occupy a three bedroom Unit. It is the intent of this rule that no more than two people may occupy a bedroom except that, to the extent there is a third bedroom in a Unit, only additional person shall be allowed to occupy that bedroom because of space constraints.

3. Use of Residential Units and Common Elements – Generally.

(a) A Unit Owner may not in any way obstruct the use of the Common Elements or another Unit. [NOTE: ALSO CONTAINED IN THE DECLARATION]. The Common Elements, include among other things, the elevator lobby shelves and the exterior of Unit doors. The installation of door knockers is prohibited. Door bells may be purchased from and installed by the Association with prior approval of the Board.

(b) A Unit Owner shall not do or permit any act within the Condominium, including any Unit or the Common Elements, which will cause an increase in the rate of insurance carried by the Association or cancellation of any policy of insurance carried by the Association. [NOTE: ALSO CONTAINED IN THE DECLARATION]

(c) A Unit Owner shall not do or permit any act within the Condominium, including any Unit or the Common Elements, which violates any Applicable Law. [NOTE: ALSO CONTAINED IN THE DECLARATION]

(d) A Unit Owner shall not store or place any item of personal property, including, without limitation, bicycles, lawn chairs, grills, toys or clothing, in the Common Elements other than furniture and grills to the extent allowed on decks by these Rules or the Declaration.

(e) A Unit Owner shall not carry on any obnoxious or offensive activity in any Unit or the Common Elements, and nothing shall be done Unit or the Common Elements which may become an annoyance or nuisance to others. Noxious odors, such as secondhand smoke, are prohibited.

(f) A Unit Owner or animal shall not commit any form of waste in the Common Elements.

(g) A Unit Owner shall not allow his or her Unit to be used for any improper, immoral, unlawful or objectionable purpose, and no Unit Owner shall do anything to injure the reputation of the Condominium.

(h) Trash shall be deposited in the trash chutes located on each floor; contents should be bagged and not heavy. Recyclables shall be deposited in the recyclable closet located on each floor, preferably in paper grocery bags – no plastic bags. Please be helpful to maintenance staff and bring excess recyclables and heavier trash to the 1st floor trash room.

(i) A Unit Owner shall not allow the unreasonable or unsightly accumulation of waste, litter or any form of trash in any area.

4. Large Item Disposal

(a) Unit Owners are responsible for the disposal/removal of large items. Items such as bulky furniture, electronics, mattresses, and large appliances should not be placed in the dumpster. All items made with fabric should be wrapped with plastic.

(b) The waste removal service charges $40 per large item to be removed. If Unit Owners have large items they need to dispose of and are unsure if it can go in a dumpster, they should submit a list of items to management for review by the waste removal service.

(c) The waste removal service may assess charges to the Association for bulky item disposal. If a Unit Owner disposes of an item that incurs such a charge, the service fee will be billed back to the Unit Owner.

(d) Waste should never exceed the limits of the dumpster. Items placed in the dumpster that prevent the lid from closing evenly may also be subject to fess from the waste removal service.

5. Carpet requirement in Bedroom Areas.

(a) All bedrooms, including hallways and walk-in closet areas withing the master bedroom must be carpeted with wall-to-wall carpeting. [NOTE: ALSO CONTAINED IN THE DECLARATION]. 3rd floor Units are exempt from this requirement as there is no living space below that floor.

6. Decks.

(a) All patio furniture placed on any deck shall be unpainted teakwood treated with teakwood oil. Patio umbrellas are permitted on decks. [NOTE: ALSO CONTAINED IN THE DECLARATION]

(b) Cushions, pads, and patio umbrellas shall be a dark green or another earth tone as may be approved by the Board of Directors. [NOTE: ALSO CONTAINED IN THE DECLARATION]. Prior approval of the Board should be obtained with respect to cushions, pads, and patio umbrellas.

(c) All barbecue grills and heaters on any portion of a deck shall be natural gas fueled only and shall be UL approved (or a similar designation approved by the Board). No fire pits or similar open flame devices shall be permitted.

(d) No motorcycles, bicycles, baby carriages, children's toys, sporting goods or other similar items shall be stored on any deck.

(e) No deck shall be used for drying laundry, carpets, rugs or clothing, or keeping trash or pet pads.

(f) Animals shall not be allowed to relieve themselves on decks.

(g) Televisions, radios and outdoor speakers are prohibited on the decks.

(h) Reasonable plants (not exceeding 50 pounds per square foot) are permitted on decks, but no plant may sit on or hang-off any rail surrounding the deck, and no vines may hang over any rail.

(i) Please confirm approval with Management/Board prior to displaying any large items/decorations on the decks that are not teak furniture, planters, or natural gas grills.

(j) Lighting on the decks is limited, on floors below the top floor, to track lighting that has been installed originally and, on the top floor, to a wall mount unit (and replacements of such lighting). No other lighting may be installed or used on the decks.

(k) Whirlpool tubs are prohibited on the decks.

(l) Owners are responsible for all items, furniture, etc. on the decks. If an item on a deck causes damage, breaks the glass or causes any other damage, the Unit owners will be responsible for the expense of any repair

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7. Windows.

(a) Window Coverings. In order to maintain a more uniform appearance to the exterior of the Building, all drapes, shades, blinds and other window coverings that face the exterior of the Building shall be color Ivory Ecru. [NOTE: ALSO CONTAINED IN THE DECLARATION]

(b) Exterior Cleaning. The Association shall hire a contractor to clean the exterior surfaces of the windows, patio door glass, and exterior glass on the deck balconies as a common expense when deemed necessary at the discretion of the Board.

8. Signs or Other Items on the Exterior.

(a) No signs, display, posters or advertising material of any kind shall be displayed from any Unit or Common Element without the prior written approval of the Board. However, signs that support or oppose a candidate for public office or referendum question may be displayed to public view from a unit as long as the sign is less than 24 inches by 24 inches in size, is placed no sooner than 90 days prior to the pertinent election of vote, and is removed within 7 days of the pertinent election or vote.

(b) The following rule applies to any 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:

Owners must notify the Board in advance of installing a satellite dish or antenna.

No satellite dishes or antennas may be placed in the common area.

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 of Directors with a proposed alternative placement for the Board's review.

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 front or side of 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.).

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) will be responsible for the cost.

9. Animals.

(a) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that a Unit Owner may have no more than two (2) dogs or two (2) domestic cats provided that such animals are not maintained for commercial or breeding purposes, or one (1) dog and one (1) cat.. [NOTE: ALSO CONTAINED IN THE DECLARATION]

(b) No animal shall be allowed at large within the Common Elements. All animals shall be always leashed and within the immediate control of the Unit Owner or responsible person when outside of the Unit. [NOTE: ALSO CONTAINED IN THE DECLARATION]

(c) The Unit Owner owning or permitting any animal in the Condominium shall pick-up and dispose of all animal wastes and droppings, shall clean-up messes caused by the animal and shall prevent the animal from causing any damage and be responsible for any damage caused by the animal. [NOTE: ALSO CONTAINED IN THE DECLARATION]

(d) The Board may, in their sole discretion, but are not obligated to, prohibit the presence of so-called "attack" dog or dogs they deem to be a danger in the Condominium. [NOTE: ALSO CONTAINED IN THE DECLARATION]

(e) Unit Owners possessing animals shall take reasonable precautions to prevent their animals from being a nuisance, annoyance or danger to any other Unit Owner.

10. Leasing of Units.

(a) All Persons occupying Units without the concurrent occupancy of the Unit Owner or the spouse or lineal descendant or ascendant of the Unit Owner shall be considered tenants for purposes of this Section. Unit Owners may allow occupancy of their Units by tenants, but only in compliance with the following requirements. [NOTE: ALSO CONTAINED IN THE DECLARATION]

(b) No Unit may be leased without a written lease. [NOTE: ALSO CONTAINED IN THE DECLARATION]

(c) Before a tenant signs a lease, the Unit Owner shall provide the tenant with copies of this Declaration as amended, the Bylaws as amended and the Rules as amended. Every lease shall contain a statement to the effect that the tenant acknowledges receiving copies of those documents and agrees to comply with the Act and those documents. [NOTE: ALSO CONTAINED IN THE DECLARATION]

(d) Any Unit Owner who enters into a lease for his or her Unit shall provide the Secretary of the Association with a copy of such lease, and any amendments within five (5) days after its execution. [NOTE: ALSO CONTAINED IN THE DECLARATION]

(e) No Unit may be leased for a term of less than six (6) months. No transient or temporary leases are allowed. Short-term rentals, either by the owner or through services such as Air Bnb and the like are prohibited. Advertising a unit as being available for a short-term rental will be considered a violation of this section. [NOTE: ALSO CONTAINED IN THE DECLARATION]

(f) A Unit Owner who leases his or her Unit shall remain liable for the payment of any Assessment and any other amount due under the Condominium Instruments and the performance of the Unit Owner's obligations under the Condominium Instruments and these Rules; however, by entering into a lease with the Unit Owner, the tenant agrees to be jointly and severally liable and responsible for such amounts and such performance. The Association shall have the option to pursue the Unit Owner, the tenant or both of them for the payment of any Assessment or any other payment due to the Association. The Association steps into the shoes of the Unit Owner landlord and may evict any tenant who violates any of the requirements of the Condominium Instruments or these Rules, and any legal fees and costs incurred with respect to enforcing the lease or eviction proceedings shall be specially assessed to the Unit Owner. [NOTE: ALSO CONTAINED IN THE DECLARATION]

(g) Only 10% of the units may be leased at a given time. [NOTE: ALSO CONTAINED IN THE DECLARATION]

11. Clubhouse.

(a) The Clubhouse is for the exclusive use of Unit Owners, tenants of Units and the guests of Unit Owners and such tenants.

(b) For safety reasons, children under eighteen (18) years of age shall be under the immediate supervision of adults while in the Clubhouse.

(c) Resident Unit Owner will be required to sign a rental contract.

(d) Rental of the clubhouse for private functions is granted to owners in good standing. (Up to date with maintenance fees).

(e) Rental of the clubhouse is for Unit Owner functions only. The clubhouse may not be rented by Unit Owners for use by non-residents. (Friends, relatives, etc.)

(f) The clubhouse cannot be rented for any commercial or profit-oriented activity.

(g) Reservations for the clubhouse must be made with the Property Manager.

(h) Functions are limited to [49] persons.

(i) Function hours are 10:00 AM to Midnight.

(j) A Unit Owner may reserve the clubhouse for a non-refundable rental fee of $ 100.00 .

(k) In addition to the rental fee, $ 500.00 security deposit will be required with all reservations. This deposit must be the funds of the owner making the reservation. Said deposit is returnable, in full, providing nothing is missing or damaged, the clean up is acceptable and passes inspection. The deposit will be held for a ten (10) day period following the event before a refund is made.

(l) Owners who have reserved the clubhouse are responsible for breakage, damage or theft and will be required to pay for replacing or repairing damaged or stolen articles. If the damage or value is less than the $500.00 security deposit, it will be subtracted from the security deposit and the remainder will be refunded. If the replacement or repair exceeds the security deposit, the Association will keep the security deposit and the Unit Owner will be assessed the additional amount.

(m) The renter of the Clubhouse agrees to indemnify and hold harmless the Condominium, the Unit Owners' Association, each Unit Owner, the Board of Directors, and the Managing Agent, from any loss, claim, or liability of any kind arising out of use of the clubhouse and the clubhouse rental. This includes, but is not limited to, any claim of property damage or personal injury.

(n) The Association is not responsible for alcohol consumption by guests. Such consumption is the responsibility of the renter of the clubhouse. Residents and guests under 21 are not allowed to consume alcoholic beverages in or around the clubhouse. The renter of the clubhouse is responsible for enforcing this rule.

(o) The function must be confined to the interior of the clubhouse. Rental of the clubhouse does not include other common areas.

(p) The renter of the clubhouse must remain in attendance at the function at all times and is personally responsible for damage and actions of their guests.

(q) The clubhouse doors must be kept closed at all times to minimize noise. No music after 11:00 PM. No amplifiers at any time.

(r) The renter of the clubhouse must ensure that guests do not create noise disturbances (congregating, cell phones, etc.) outside the clubhouse. Written complaints about these disturbances will be handled by the Property Manager.

12. Fitness Room.

(a) The Fitness Room shall be open twenty-four (24) hours a day, seven days a week, except when closed for maintenance or some other reason. Individuals using the Fitness Room do so at their own risk.

(b) The Fitness Room is reserved for the exclusive use of the Unit Owners, tenants of Units and the guests of Unit Owners and such tenants. No more than two (2) guests may use the Fitness Room without being accompanied by a Unit Owner or tenant, and every Unit Owner shall remain personally liable for the actions of tenants, guests and family while in the Fitness Room.

(c) For safety reasons, no person under fourteen (14) years of age, including infants, shall be permitted in the Fitness Room, and no person under eighteen (18) years of age shall be permitted in the Fitness Room without adult supervision.

(d) Fitness Room users shall immediately clean and/or wipe down any equipment immediately after use, and shall obey all posted safety and operational rules. Property manager or the Board may promulgate additional rules and regulations for the use of the Fitness Room. Such rules and regulations shall be posted in a conspicuous place.

(e) No personal property may be left in the Fitness Room. Individuals using the Fitness Room may bring down their own equipment, but such equipment shall be removed from the Fitness Room immediately after its use. Outside equipment, which is mechanical in nature, is strictly prohibited in the Fitness Room.

13. Smoking. Smoking is not permitted in any Common Element or Limited Common area, including without limitation the elevators, the lobby, hallways, the Clubhouse, the Fitness Room, the Parking Units and other parking areas, the garages, decks, and patios. For purposes of this Rule, "smoking" shall include the inhaling, exhaling, breathing, carrying, or possessing of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco or marijuana, or other similar heated or lit product (e.g., e-cigarette) whether or not containing tobacco or marijuana.

14. Master Key. The Association utilizes a Master Key system for emergencies, maintenance, etc. All owners are required to adhere to the Master Key system which is administered by our locksmith, Whitlow's Security, Phone 414-475-0550. 10714 W Greenfield Ave, Milwaukee, WI 53214. Whitlow's can Rekey an existing lock cylinder to maintain the Master Key compatibility. The Association shall also require that each Unit Owner provide a key to his/her Unit to the Board/Manager upon demand and the key will be stored in a key box in a secure location within the building. Access to the key box will be limited to the Manager and the Board of Directors.

15. Lobby Vestibule Key Lockbox. The Association utilizes a lockbox in the lobby vestibule in order to provide secure access to the building for certain vendors, delivery services, and real estate agents. This box is not for owners/tenants use.

16. Humidifiers. Unit-wide humidifiers are not allowed due to concerns with condensation and water damage. Single-room humidifiers may be used on occasion, but the Unit Owner should take care to avoid prolonged high humidity levels within the Unit.

17. Appliance removal/replacement.

(a) If an appliance will be removed or replaced that required the disconnect of a water supply, a Unit Owner must inform the Board/Manager at least 48 hours before the work will be performed and must obtain written approval prior to the work being done.

(b) Deliveries and installation should be scheduled only on weekdays and the Breakwater maintenance technician must be on site to supervise the installation.

18. Camera/Video Doorbell Installation and Use Policy.

(a) The Association in general allows the installation of camera door bells and surveillance cameras in those situations and places where the security of either people or property would be enhanced, subject to the **prior** written consent of the Board. Any camera allowed to be installed must be used in an appropriate, professional, ethical and legal manner consistent with all existing applicable laws and Association policies.

(b) Cameras will be limited to situations that don't violate the reasonable expectation of privacy as defined by law.

(c) Purpose. The purpose of this policy is to regulate the use of surveillance cameras to protect the legal and privacy interest of the Association, its members and guests.

(d) Rules. The function of surveillance cameras is to assist in protecting the safety and property of the Association, its members and guests. Accordingly, any camera used on the property is subject to the following:

i. The primary use of surveillance cameras will be to record images for future identification of individuals in the event of legal or policy violations.

ii. Any images or recordings from cameras located on the exterior of any unit or which captures images outside of units shall be available to the Board on request;

iii. All images or recordings must be maintained by the unit owner or resident for a period of at least 7 days; and

iv. If an incident occurs that is substantiated with surveillance camera data and a member, resident or guest (child or adult) is involved, either as a victim or suspect, the data shall be transmitted to the Board or the property manager by the unit owner or resident who owns or controls the camera.

19. Electric Vehicles. If an Owner/Occupant wishes to charge an electric vehicle on the condominium property, the Owner/Occupant may not charge the vehicle from common area electric outlets. Electric vehicles may only be charged at an outlet tied to the meter associated with the Owner/Occupant's Unit, such that the Owner/Occupant will be fully responsible for the costs of charging the vehicle. Contact the Board of Directors if you wish to set up an electric vehicle charging capability.

20. Drones. Drones are strictly prohibited in the Common Areas of the condominium property, unless prior approval has been sought and obtained by the Board of Directors.

21. Construction Rules and Regulations.

The BreakWater Condominium Association ("BreakWater") knows you must be excited for any upcoming construction projects and would like to remind you and your contractor(s) of your responsibilities to the shared community and resources at Breakwater.

PRIOR TO WORK BEGINNING:

- Please read and understand the BreakWater Declaration, Bylaws and Rules which contain information pertinent to construction and renovation and include certain restrictions, such as "All bedrooms must be carpeted."

    - All plans must be submitted and reviewed by the Board. This includes construction plans, timelines of scheduled elevator usage, contractor/vendor information, etc.

    - The Board of Directors or their designee shall review and approve all construction applications and such approval shall not be unreasonably withheld. The Board shall not be liable to the owner or any third party in connection with the review. In addition, the Board's approval of any alterations shall not be construed as a warranty or as an acknowledgement of the sufficiency of such alterations. Further, the Board's approval shall not be construed as a waiver of any requirements herein. If the Board determines that outside engineers or architectural consultation is necessary, the owner shall be responsible for any cost incurred for such services.

    - Submitted plans should detail electrical and plumbing projects (design renderings are required for plumbing in order to avoid potential water damage to the unit and nearby units).

    - Please indicate whether the owner will be present for the work or provide information regarding a general contractor, project manager, or specific contact.

    - Concrete or structural projects are not permitted.

    - Owner must receive full approval from the BreakWater Condominium Board Association before commencing work.

All contractors, including deliveries, must submit current Certificates of Insurance to Founders 3 prior to the commencement of any work, detailing their coverage amounts, and also including the following language in the "description of operations."

> "Certificate holder and Founders 3 are included as additional insureds for liability arising out of work performed on behalf of Founders 3 and the respective property owner. It is agreed that a Waiver of Subrogation applies under the commercial general liability and worker's compensation policies in favor of the additional insureds."

The Certificate Holder should read as follows:

-Unit Owner Name Here-
Breakwater Condominium Association, Inc.
C/O Founders 3

Please forward the certificate to the Manager at breakwaterpm@gmail.com.

- All work shall be in accordance with City codes, as well as, applicable safety codes.
- All work over $1,000 must be performed by licensed contractors and all applicable building permits must be obtained and submitted to the property manager prior to the commencement of any work and after receiving project approval. To determine if a permit is required for your project, please contact the City of Milwaukee. http://city.milwaukee.gov/obtainLicensesPermit54.htm
- Contractor insurance certificates and emergency walk-through with general contractor or project manager must have taken place.
    - *Please note, walk through for emergency protocol may be subject to additional fees at a rate equal to maintenance technician's current charge.
- Owners must submit proof (Appendix A) that the contractor has received a copy of the Hot Work Policy (Appendix B).
- Plans must include a timeline detailing the days for demolition, supply hauling, and elevator reservations and include a "milestone calendar" of progress points to track to the timing of the project's completion.
- Please note:
    - Contractors and their staff (sub-subcontractors) cannot enter the building before 8:00 AM and must depart before 4:00 PM.
    - Work is not allowed on weekends and holidays (New Years, Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas).
- An emergency contact list needs to be provided of who to contact, Contractor/Unit owner, etc. in case of unexpected event such as fire, water damage, personal injury, etc.
- For any plumbing related work, the owner must arrange a face-to-face meeting between the Contractor and the Building Manager before work may begin. This meeting is intended to provide the contractor with instructions regarding the master shutoff valves.
    - Building maintenance personnel must be present when cutting/modifying any plumbing supply lines.

- After plan approval, a fob will be provided to the unit owners contractor (or agent) who will own responsibility for oversight of the project and agreement to the terms of this regulation. A $50.00 refundable fee will be collected contingent upon the return of the fob in its original condition.

- Any associated fees for the contractor or workers on the project setting off the fire alarm or sprinkler system or other damage to the building will be the responsibility of the Unit owners.

UPON WORK COMMENCEMENT:

CONSTRUCTION PROCESS

- Inform the property manager of any important project dates if they have been delayed or changed from the original project timeline.

    - For example, removal of existing materials, noisy installation dates, furniture moves, etc.

- Please keep conversation open with the property manager to ensure that all work is being done in a timely manner and with the least amount of disruption to other owners.

- Carpeted areas on the floor common space must be covered during the delivery of construction materials and the removal of debris.

- Any drilling or work that will create noise requires the advanced notification of the Management Company and the surrounding owners. Please provide detailed schedule of when noise/concrete drilling/tile removal, etc. will take place in order to notify neighbors.

- The use of jackhammers is not permitted (a smaller electronic tool is allowed for tile removal).

- Main Water Supply shut off procedures

- Main water supply shut off fee is $52.00 for the first 1/2 hour plus $52.00 for each additional ½ hour and will be billed to the unit owner

- Requests for water shut off should be submitted to Property Management for scheduling with the with a minimum of 7 days prior notice

- Any supply line must be capped if disconnected from a plumbing fixture.

- In emergency situations, permission from the Management Company and board is required for any work to occur on Saturday. If granted, the work must be noise free.

CONTROL OF THE SITE

Movement of Materials

- Any deliveries requiring use of the elevator must be approved in advance. Seven (7) day notice is required for your delivery to be approved and added to the elevator schedule. Maintenance will be notified, and proper padding/protection installed, as deemed necessary. No unscheduled/unapproved deliveries will be permitted

- All supplies and deliveries must be brought through the garage, never the lobby entrance and trucks should be parked on the south side of the building on Knapp Street.

- Dollies and carts used must have rubber wheels that will not damage building flooring.

- Security will be hired at the owner's expense to ensure no damages or security issues arise – please note there is a 4-hour minimum and the initial charge is $100.00.

- At no time can the garage door, nor exterior doors be left open and unattended.

- Permitted Hours: As stated above, construction and deliveries are only authorized between the hours of 8:00 AM to 4:00 PM, Monday through Friday.

Common Areas & Waste

- Contractor is responsible for neat and orderly removal of all construction material and waste.

- Trash and construction waste generated must be taken off-site, not placed in the BreakWater dumpsters.

- The use of the garbage chute for disposal of construction waste is strictly prohibited.

- Condominium owners are responsible for any mess that is left in the common areas that may occur as a result of their project. Fees may apply if common areas are left dirty and require additional attention.

- Owner is responsible for any damage that occurs as a result of the contractor.

- During the course of the work being performed, the contractor shall be responsible for the safety of the building, and workers, and shall protect the same as required by law.

- All work shall be in accordance with City codes, as well as, applicable safety codes.

CONTRACTOR'S EMPLOYEES

- Contractor and its employees must understand that the occupants of the building must be accorded the highest level of respect.

- For security and oversight Contractors employees that are supplied FOB access need to wear Breakwater Branded badges supplied by Property Management that identify:
    - Employee Name
    - Contractor Name
    - Unit number being worked on
- Contractor's employees must, at all times, wear shirts and must refrain from wearing any objectionable clothing or exposing any questionable body art.
- Contractor's employees must keep any radio volumes low enough so as to avoid disturbance of building occupants.
- Any language, images/symbols, etc. deemed to be offensive to others, including profanity, is prohibited on site.
- Smoking is not allowed in the building and should be done at a reasonable distance from public entrances for courtesy.
- Should any of the contractor's employees be in violation of the above, the contractor will have one opportunity to correct the offending behavior. If the offending behavior continues, then Founders 3 reserves the right to ban that employee from the site without change to contractor's price or other terms and conditions.

LIFE SAFETY

- Prior to work commencing in a construction area, it is the responsibility of the contractor to ensure that fire extinguishers and first aid kits are present and easily accessible to all workers.
- Unit Owners are required to acknowledge the procedures attached to these Rules and Regulations regarding the emergency main water shut off valves.
- The contractor must use smoke detector covers for construction work that may create dust, smoke, fumes, etc.
- For any jobs that require an open flame, a Hot Work Permit must be submitted to the property manager prior to any work beginning. The Permit can be found in Appendix C.
- Fines or fees may be charged to unit owners if contractor fails to have life safety equipment on site.

UPON WORK COMPLETION:

- Please inform the property manager upon completion of any major projects.

- If the project involved any city permits or approvals, a copy of these should be submitted to the building manager for records.

- The fob designated to the vendor(s) of the project should be returned in the same condition that it was received. Upon receipt, the $50.00 fob deposit will be refunded.

- We highly encourage owners to leave a review or recommendation of vendors they used on their projects on the BreakWater website for their neighbors to view!

- Failure to abide by the construction procedures can result in fines to the owner as allowed by the Association By-laws.

For additional information, please contact the property manager

Hot Work Policy

I. PURPOSE

The purpose of the Hot Work Permit policy is to protect personnel and property from a fire caused by hot work. The Hot Work policy defines the responsibilities and requirements for performing hot work and establishes controls through the use of a hot work permit.

This policy establishes the means to assess the work area and the planned hot work activity to ensure sufficient and necessary controls are in place to prevent a fire. Hot work will only be performed in areas that are or have been made fire safe. Where fire prevention precautions, such as a fire suppression system or a fire or smoke detection system are not sufficient, a fire watch person shall be assigned to monitor the area for fire, as needed.

II. AUTHORITY

The Code of Federal Regulations (CFR)

- The codification of final rules published by the executive departments and agencies of the Federal Government. Each volume is updated once each calendar year.

- OSHA Title 29 of the CONFIRM – 1910.252-255, the Department of Labor's section of the Code of Federal Regulations.

III. SCOPE

This policy applies to all hot work performed on the property, including work performed by building staff, employees and external contractors. Hot work includes any temporary operation, scheduled or emergency, indoor or outdoor, involving open flames or producing heat and/or sparks. Examples of hot work include torch cutting, welding, soldering, brazing, grinding. Permanent areas which are designated areas for long term or permanent performance of hot work, such as a maintenance shop or a detached outside location are not considered hot work as defined above. Hot work is any work that involves burning, welding, using fire- or spark-producing tools, or that

produces a source of ignition. Welding and cutting operations are common to drilling and servicing operations. Test for flammable gases in the work area before starting any hot work.

A hot work permit is **not** required for:

A. Operations performed that do not generate sufficient heat or sparks to be considered a significant source of ignition to surrounding combustibles^

B. Operations performed in permanent areas, which are designated areas for long term or permanent performance of hot work, such as a maintenance shop or a detached outside location^

Permanent areas where welding, torching, or cutting will be performed must have the following conditions to be exempt from this policy:

- area constructed of noncombustible or fire resistive material
- essentially free of combustible and flammable content
- suitably segregated from adjacent areas
- equipped with a suitable exhaust system capable of removing the fumes and spent gases associated with Hot Work^

IV. RESPONSIBILITIES

A. Operations Manager

The Operations Manager is responsible for:

- overseeing the Hot Work Policy to provide for regulatory compliance
- assisting in evaluating specific work to determine if potential hot work exists
- inspecting and approving the job site for hot work, as needed
- prescribing any additional personal protective equipment (PPE) beyond the minimum required PPE

B. Authorized Person

An Authorized Person shall be responsible for ensuring compliance with this policy. The applicable Operations Manager will be the Authorized Person for contracted work. The authorized person shall have sufficient technical knowledge, training and practical experience in the hot work processes and their associated hazards. The authorized person is responsible for:

- ensuring hot work is identified and performed in accordance with this policy

- performing a hazard assessment of the scheduled hot work and the work area, as needed, to establish controls and fire watch requirements (see precautions &requirements section below)
- notifying the Operations Manager of scheduled Hot Work
- obtaining any alarm system bypass that may be necessary and ensuring such alarm system is reactivated upon completion of hot work
- making sure that persons who will perform hot work have read and understand the Hot Work Policy
- assuring that persons who will perform hot work have demonstrated competency in the use of hot work equipment and are trained in performing hot work
- ensuring that high energy sources are isolated as needed in accordance with the Lockout/tag out policy
- approving hot work permits
- Submitting a copy of the permit to the Operations Manager.

C. Hot Work Employee

The Contractor/Worker who is performing the hot work is responsible for:

- completing classroom hot work training to the requirements of this policy
- performing hot work in accordance with the requirements of this policy
- being familiar with the facility and how to sound an alarm in the event of a fire
- filling out the work area preparation section of the hot work permit
- making the work area fire safe and verifying on the permit that work can start
- insuring the required safety precautions per the hot work permit are followed.

D. Fire Watch

The Fire Watch, which simultaneously can be the Contractor/Worker, is responsible for:

- being alert to all conditions that may directly involve the safety of the cutter or welder and observing the cutter or welder for sparks, flame, or slag that lands on clothing or protective equipment

- being trained to the requirements of this policy
- having the appropriate fire extinguishing readily available
- being familiar with the facility and how to sound an alarm in the event of a fire
- extinguishing a fire and/or sounding the fire alarm
- calling 911 emergency and building manager as needed
- completing the Closeout section of the permit.

V. PRECAUTIONS AND REQUIREMENTS

- A hot work permit must be completed prior to initiating hot work and posted at the work area.
- Hot Work is permitted only in areas that are or have been made fire safe.
- Hot Work equipment shall be in good working condition and fully inspected.
- The Authorized Person shall perform a hazard assessment of the scheduled hot work and the work area where the following conditions exist:
  - ✓ fire suppression system is not operable or does not exist
  - ✓ fire/smoke detection system is localized only or does not exist
  - ✓ special potential hazards such as work in a confined area, attic, or crawlspace in which an increased fire risk may exist

  This hazard assessment includes the identification on the permit any special precautions and controls and the fire watch requirements, which will be at least 60 minutes after completion and may include periodic checks for 2 or 3 hours.
- The floor around the area where the hot work is to be performed shall be swept clean and clear of debris for a radius of 35 feet.
- Combustibles shall be adequately protected or shielded, using flameproof materials. For torch cutting or welding, combustibles shall be relocated at least 35 feet horizontally from the work area. The edges of covers at the floor shall be tight to prevent sparks from going under the covers.
- Openings or cracks in walls, floors, or ducts within 35 feet of the Site shall be tightly covered to prevent the passage of sparks to adjacent areas.

- When torch cutting or welding is performed near combustible partitions or ceilings, fire resistant guards shall be provided to prevent ignition.

- Welding shall not be attempted on a metal partition, wall, ceiling, or roof having a combustible covering. Oil-based paints and epoxies shall be no closer than three feet in any direction.

- Fully charged and operable fire extinguishers shall be available in the hot work area. The use of wall-mounted fire extinguishers, provided in the facility, is prohibited. Available portable fire extinguishers shall include as a minimum, one 4A:40B:C rated extinguisher within 40 feet of the activity.

- Special precautions shall be taken to avoid accidental operation of automatic fire detection or suppression systems. If the possibility exists that automatic fire detection or suppression systems will be activated as a result of the work activities, then the automatic fire detection or suppression systems shall be isolated from the detectors located in the immediate area.

- Nearby personnel shall be relocated or suitably protected from heat, sparks, slag, arc flashing, and infrared or ultraviolet radiation.

- The Hot Work permit is valid for only one day unless otherwise approved by the Operations Manager.

22. Wi-fi/Internet Use and Security.

(a) Association-provided Wi-fi/Internet. The Association provides wi-fi/internet service to all of the common areas including the garage for use of all residents and guests while they are in the common areas. Such internet use is subject to the following polices, which are designed to protect the Association and its directors, officers, members, employees and managers from illegal or damaging actions by individuals, either knowingly or unknowingly. It is the responsibility of every computer user to know these guidelines, and to conduct their activities accordingly.

i. Equipment. Internet/Intranet/Extranet-related systems for the common areas, including but not limited to computer equipment, software, operating systems, storage media, network accounts providing electronic mail, WWW browsing, and FTP, are the property of the Association. These systems are to be used for business purposes in serving the interests of the Association.

ii. Purpose. The purpose of this policy is to outline the acceptable use of computer equipment and services of the Association. Inappropriate use exposes the Association to risks including virus attacks, compromise of network systems and services, and legal issues.

iii. Scope. This policy applies to the use of information, electronic and computing devices, and network resources to conduct business or interact with internal networks and business systems, whether owned or leased by Association. All directors, officers, managers, employees and consultants are responsible for exercising good judgment regarding appropriate use

of information, electronic devices, and network resources in accordance with policies and standards, and local laws and regulation.

iv. Use and Ownership. Proprietary information stored on electronic and computing devices whether owned or leased by Association, remain the sole property of Association.

v. Unacceptable Use. The following activities are prohibited. Unit Owners (their guests and invitees), directors, officers, managers and employees shall not engage in any activity that is illegal under local, state, federal or international law while utilizing Association owned resources, including the following:

1. Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use;

2. Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which or the end user does not have an active license is strictly prohibited;

3. Accessing data, a server or an account for any purpose other than conducting Association business, even if you have authorized access, is prohibited;

4. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal;

5. Revealing your account password to others or allowing use of your account by others;

6. Using a computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction;

7. Making fraudulent offers of products, items, or services originating from any account;

8. Executing any form of network monitoring which will intercept data not intended for the Association or the user;

9. Circumventing user authentication or security of any host, network or account.

10. Interfering with or denying service to any proper user;

11. Providing Association information about, or lists of, members unless authorized by the Board to do so;

12. Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam) other than as part of your official duties with the Association;

13. Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages; and

14. Unauthorized use, or forging, of email header information.

15. Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.

16. Unit Owner-provided Wi-Fi/Internet. No Unit Owner, Occupant, guest of, or invitee of, a Unit Owner shall access another Unit Owner's, occupant's, guest's or invitee's Wi-Fi, internet, cable or other telecommunications signals, lines or transmissions without express written consent of that person.

23. Social Media Use Policy.

(a) The Association has adopted this policy to provide guidance to our manager, residents and owners on the use of social media, which should be broadly understood for purposes of this policy to include blogs, wikis, microblogs, message boards, chat rooms, electronic newsletters, online forums, social networking sites, and other sites and services that permit users to share information with others in a contemporaneous manner.

(b) PROCEDURES. The following principles apply to professional use of social media on behalf of Association as well as personal use of social media when referencing Association. Managers, directors, officers and employees need to know and adhere to the following:

i. The Association maintains the right to observe content and information made available on social media;

ii. Unit Owners and residents, directors, officers, managers and employees shall not post any material that is inappropriate or harmful to the Association, its members, residents or employees;

iii. Although not an exclusive list, some specific examples of prohibited social media conduct include posting commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, confidential or that can create a hostile work environment.

1. If any unit owner/resident, director, officer, employee or manager encounters a situation while using social media that threatens to become antagonistic, they should disengage from the dialogue in a polite manner and seek the advice of the Board, the manager or the association attorney as appropriate.

2. Subject to applicable law, after-hours online activity that violates this policy or any other Association policy may subject the director, officer, manager or employee to disciplinary action or termination.

3. Directors, officers, managers and employees shall keep Association related social media accounts separate from personal accounts

24. Collection Policy.

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

(a) 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.

(b) 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.

(c) 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).

(d) 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.

(e) 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.

(f) 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 of Directors. 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 k. below.

(g) A late fee of $100.00 shall be assessed against a Unit owner for any payment not received by the Association by the tenth (10th) 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 compound rate of 1.5% per month until paid.

(h) The basic collection system of the Board shall be as follows:

i. At 15 days past due, a board member or the property manager may call the delinquent owner;

ii. At 30 days past due, a past due notice may be sent;

iii. At 45 days past due, a second past due notice may be sent; and

iv. At 60 days past due, the matter may be referred to the attorney for collection.

(i) An administrative fee of $150.00 shall be assessed against a Unit Owner when a matter is turned over to the Association's attorneys for collection. The Unit Owner is responsible for all costs and actual attorneys' fees incurred by the Association in connection with collecting the Unit Owner's past due balance.

(j) Once a Unit Owner is notified or becomes aware that its account has been referred to legal counsel, then all future payments, until the account it current, must be submitted to such legal counsel for proper application of same, unless the Association's attorney directs the Unit Owner in writing to pay in some other manner. Unit Owners in collection will not receive further statements from the Association's property manager, and their online access to their account balance will be suspended until their account is brought current.

25. Rules Enforcement and Grievance Procedure.

(a) Enforcement. The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):

i. **A WRITTEN WARNING for a Unit Owner or resident'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.

ii. **FIFTY DOLLARS ($50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents (or for the violation that remains after the Unit Owner has received the warning letter discussed in 1.a). The second violation does not need to be the same violation as the first violation in order for the $50 fine to be assessed.

iii. **ONE HUNDRED DOLLARS ($100.00)** shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.

iv. Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS ($500.00) shall be assessed for each violation** of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:

1. The violation is in direct defiance of a previous mandate from the Board of Directors.

2. The violation was malicious in its intent.

3. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.

4. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. *(i.e. if alterations are made that cannot be restored to their original state.)*

(b) Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

(c) Attorney Fees.

i. The Board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.

ii. In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the unit owner's mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. **This Rule does not apply to owners' fair housing complaints, neither State nor Federal.**

(d) Any Unit Owner or resident 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 of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then 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.

(e) GRIEVANCE COMMITTEE RULES AND PROCEDURES:

i. 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 of Directors of the Association.

ii. 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 of Directors.

1. For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.

2. Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.

3. Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:

(f) A letter shall be sent by certified mail, return receipt requested, informing all parties:

i. Of the time, place and date of a hearing before the Grievance Committee.

ii. Of the right to counsel.

iii. That evidence shall be received and a record made whether or not the party complained against attends.

iv. The hearing shall be divided into two (2) sections:

1. The hearing.

2. The determination and decision.

v. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.

1. 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.

2. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by 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.

3. 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.

4. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

5. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:

a. The award was procured by corruption, fraud or undue means;

b. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;

c. The member of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause show, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;

6. 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.

26. Conflict of Interest Policy

Article I. Purpose

The purpose of the conflict of interest policy (this "Policy") is to protect the interests of the Association and its members, when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer, director or committee member of the Association. This Policy is intended to supplement but not replace any applicable Wisconsin laws governing conflicts of interest for this nonstock Association.

Article II. Definitions

1. Interested Person

Any director, officer, or member of a committee with board delegated powers who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment or family (spouse, children, step-children, mother, father, grandchild, grandparent, brother, sister, niece or nephew):

a. An ownership or investment interest in any entity with which the Association has a transaction or arrangement, or

b. a compensation arrangement with the Association or with any entity or individual with which the Association has a transaction or arrangement, or

c. a potential ownership or investment in, or compensation arrangement with, any entity or individual with which the Association is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2 of this Policy, a person who has a financial interest may have a conflict of interest only if the appropriate board or committee decides that a conflict of interest exists.

Article III. Procedures

1. Duty to Disclose

In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and must be given the opportunity to disclose all material facts to the directors or members of committee with board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall initially decide if a conflict of interest exists.

3. Procedures for Addressing a Conflict of Interest

a. An interested person may make a presentation at the board or committee meeting, but after such presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.

b. The chairperson of the board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the board or committee shall determine whether the Association can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Association's best interest and for its own benefit and whether the transaction is fair and reasonable to the Association and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

4. Violations of the Conflict of Interest Policy

a. If the board, committee or a member of either has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the

member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the board or committee determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV. Records of Proceedings

The minutes of the board and all committee with board-delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed.

2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

Article V. Annual Statement

Each director, officer and member of a committee with board delegated powers shall annually sign a statement, substantially in the form appended to the Rules, which affirms that such person:

1. has received a copy of this Policy,

2. has read and understands this Policy, and

3. has agreed to comply with this Policy.

27. <u>Anti-Discrimination Anti-Harassment Policy</u>

The Association is a Fair Housing provider under the federal Fair Housing Act. As such, the Association is committed to providing a living environment free from discrimination and harassment that is based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression. This Anti-Discrimination Anti-Harassment Policy ("AD-AH Policy") is intended to implement this commitment.

This AD-AH Policy is intended to apply to every owner, resident, and guest at the Association, as well as every employee or agent of the Association. Violation of this AD-AH Policy may result in disciplinary action up to and including termination if the violator is an employee/agent of the Association, or penalties, including fines, if the violator is an owner/resident within the Association.

The Policy of the Association

It is the policy of the Association that discrimination of any kind based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression is prohibited.

It is the policy of the Association that harassment of any kind based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression is prohibited.

A. For purposes of this AD-AH Policy, prohibited harassment includes both "quid pro quo" and "hostile environment" harassment.

"Quid pro quo" harassment is an unwelcome request or demand to engage in conduct, as a condition of providing services or facilities. Quid Pro Quo Harassment might also arise when a person's access to services or facilities is interfered with because of a failure to submit to demands. Commonly, quid pro quo harassment involves an adverse action that occurs after unwelcome sexual advances are rejected by an owner/resident, or sexual favors are required for an Association service or access to an Association facility which would otherwise be available to the owner/resident.

"Hostile environment" harassment is defined as unwelcome conduct that is sufficiently pervasive or severe as to interfere with the providing of or enjoyment of services or facilities. Hostile Environment Harassment only applies to harassment based on a protected class (sex, religion, race, color, familial status, national origin, or handicap), and the harassment must be on the level of interfering with housing/living environment to be actionable under this AD-AH Policy.

B. For purposes of this AD-AH Policy, prohibited harassment described above includes insults, jokes, slurs, and other verbal or physical conduct relating to or based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression that has the purpose or effect of unreasonably interfering with an individual's living environment, or creating an intimidating, hostile, offensive, or demeaning living environment.

It is the Policy of the Association that any retaliation predicated on the fact that an employee/agent or owner/resident of the Association in good faith reported an AD-AH Policy violation or suspected violation, or in good faith participated or aided in the Association's investigation of an alleged AD-AH Policy violation, is prohibited.

Application of This AD-AH Policy

- It is a violation of this AD-AH Policy to discriminate against another individual on the basis of his or her race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression.

- It is a violation of this AD-AH Policy to harass another individual on the basis of his or her race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression.

It is a violation of this AD-AH Policy to retaliate against an employee/agent or owner/resident of the Association on the basis of the fact that he or she in good faith reported an AD-AH Policy violation or suspected violation, or in good faith participated or aided in the Association's investigation of an alleged AD-AH Policy violation.

- This AD-AH Policy applies to *all* employees and agents of the Association, including contractors/vendors hired by the Association, and property management personnel.

- An employee/agent who violates this AD-AH Policy is subject to discipline, up to and including termination.

- An owner/resident who violates, or whose guest violates this AD-AH Policy is subject to penalties, including but not limited to fines.

Procedures

Any employee/agent or owner/resident of the Association who believes he or she has been subjected to, or has witnessed, actions that constitute a violation of this AD-AH Policy promptly must report the matter to the Board of Directors. The individual reporting should not wait until the action he or she believes is a violation of this AD-AH Policy becomes severe or pervasive.

The Association's Board of Directors will timely investigate any report of an alleged violation of this AD-AH Policy and, where appropriate, take appropriate corrective action.

To the extent possible, the Association will protect the confidentiality of allegations of AD-AH Policy violations and of documents created or obtained that concern an investigation into an allegation of an AD-AH Policy violation.

Appendix A

Acknowledgement of Receipt of Hot Work Policy

I have been provided a copy of the Break Water Hot Work Policy and agree to comply with the rules stated within.

Name of Contractor:_____

Signature of Contractor:_____

Date:_____

Unit owner:_____

Unit number:_____

Appendix B

Hot Work Permit

Hot Work Policy **PERMIT**

Name of Contractor/Worker:_____ Location: BreakWater Unit #:_____

Authorized person:_____ Phone:_____ Date of Issue:_____

Description of work:_____

Facility / Area Conditions (completed by the Authorized Person)

Is a fire suppression system (sprinklers) in place?	(Yes / No)
Is an alarm detection system in place?	(Yes / No)
Can the area be made fire safe with no special considerations?	(Yes / No)

Describe special precautions to be implemented and fire watch requirements if any answer is negative. Mark N/A if not applicable.

_____

_____

Breakwater Manager notified:_____ Signature:_____

Work Area Preparation (completed by Contractor/Worker)

- ☐ Fire suppression sprinklers, fire hoses, or fire extinguishers available and operable
- ☐ Smoke/fire detectors/alarms in immediate area temporarily disabled
- ☐ No combustible and flammable materials within 35 ft. or protected with covers or guards
- ☐ Adequate mechanical or natural ventilation provided
- ☐ Floors swept, debris cleared, cracks or holes in floors, walls covered
- ☐ Area barricaded from building occupants
- ☐ Hazards from energized electrical equipment properly controlled, i.e. properly grounded
- ☐ Personnel trained on the use of equipment and how to sound alarm
- ☐ Appropriate fire extinguisher certified for use and available
- ☐ Required PPE: safety glasses, flame resistant coveralls, flame resistant gloves, safety shoes

Comments for unchecked items:_____

_____

_____

Permit approval

Authorized Person Signature:_____ Date:_____

Closeout

Completion of work (initial and time, mark NA if not applicable)

Work area cleaned and inspected Time _____ Alarms/detectors reactivated time

Fire Watch _____ Time _____ Fire Watch _____ Time _____ Fire Watch _____ Time _____

Print Name:_____ Date & time closed:_____

Signature:_____

Appendix C

STATEMENT OF DIRECTOR, OFFICER OR MEMBER OF COMMITTEE AS TO ANY CONFLICT OF INTEREST

In accordance with the Conflict of Interest Policy of _____ Association, Inc. (the "Policy"), I hereby affirm that:

1. I have received a copy of the Policy;

2. I have read and understand the Policy;

3. I agree to comply with the terms of the Policy; and

4. To my present knowledge neither I nor any member of my immediate family is a director, trustee, officer, shareholder, partner, member, owner, employee or agent or any business or organization with which Association has, or in the foreseeable future probably would have, a transaction, contract or other relationship that may give rise to a conflict of interest on my part or the part of a member of my family (spouse, children, step-children, mother, father, grandchild, grandparent, brother, sister, niece or nephew), except as follows:

   (If there is none, write "None" below. Otherwise, list each applicable business or organization and the office or relationship of you or any member of your family.)

   _____

   _____

   _____

   _____

I agree to report **in writing** to the Secretary of the Association any changes in my response above as changes in my circumstances occur.

_____ _____

Signature Date

_____

Printed Name

_____

Title