Cobblers Lofts
Condominium Association
Revised Rules and Regulations
Effective: October 1, 2024

As joint owners in the common elements of Cobblers Lofts Condominium Owners' Association, unit owners, and by extension, their families, tenants and guests, share the responsibility of making the community a pleasant place to live for all of us. This enhances our quality of life, while protecting the considerable financial investment which our units represent.

These Rules and Regulations have been approved by the Board of Directors. The information contained herein is for the benefit of unit owners, residents and management to ensure better understanding and cooperation of all concerned. The Board of Directors has the right to reprimand or issue fines for all violations of these Rules and Regulations. Repeated violations of these rules and regulations will result in appropriate legal action taken by the Board.

The Condominium Declaration and By-Laws give the Board of Directors authority to create and amend rules and regulations for the use, repair and maintenance of the units and common elements. This document is a compilation of all of the rules and regulations currently in effect. It does not replace the bound book of Condominium Declarations and By-Laws which you received upon purchase of your unit, and which the Board of Directors urges you to read and understand thoroughly.

The Association Board of Directors without notice or hearing to condominium owners and occupants may amend these rules and regulations from time to time. A copy of any such amendments or modifications shall be mailed or delivered to each owner or occupant at his or her unit before such owner or occupant shall be subject to any such modifications.

Updated pages for this document will be distributed as necessary when changes are made to any of this material. As you receive updated pages, please insert them in this document as instructed. If you sell your unit, this document along with the Condominium Declarations and By-Laws, should be passed on to the new owner.

If you are unsure about the application of any of the rules and regulations following, please contact the Board of Directors for clarification or submit written correspondence to the Board of Directors requesting clarification.

RESIDENTS HAVE THE RESPONSIBILITY TO ABIDE BY THE FOLLOWING RULES AND TO REPORT VIOLATIONS TO THE BOARD OF DIRECTORS. THE BOARD OF DIRECTORS HAS THE AUTHORITY TO REQUIRE CORRECTIVE ACTION BY THE VIOLATOR OR BY LICENSED CONTRACTORS. CHARGES AND / OR FINES WILL BE ASSESSED AGAINST THE VIOLATOR

Cobblers Lofts Condominium Association
Rules and Regulations

Adopted May 1, 2018
Revised October 2024

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Section A – General

1. Unit owners are responsible for all tenants, guests and invitees complying with the Association's Declaration, By-Laws, and these Rules and Regulations. Any violations by tenants, guests or invitees will be assessed to the unit owner.
2. Power tools shall not be used between 7:00 p.m. and 8:00 a.m. of the following day.
3. Unit owners, residents or guests shall not, at any time, bring into or keep in their units any flammable, combustible or explosive fluids, materials, chemicals or substances.
4. All plumbing in the buildings shall be used only for the purposes for which they were designed. Any damage to the common plumbing resulting from misuse of plumbing and/or drains in a unit (including improper chemical disposal) shall be repaired by the Association and paid for by the owner of the unit.
5. A minimum temperature of 50 degrees Fahrenheit will be maintained in all units during the cold weather months between November 1st and May 1st to prevent potential damage to common plumbing through freezing of pipes. Any damage will be repaired by the Association and paid by owner.
6. All Association fees are due on the 1st of each month. If fees are not received by the 15th of the month, a $25.00 late charge will be assessed to your monthly assessment amount.
7. Checks for association fees should be payable and mailed to:
   Cobblers Lofts
   C/O Founders3
   13400 Bishops Lane, Suite 190
   Brookfield, WI 53005
8. Quiet Hours: Sunday-Thursday: Start at 10 p.m. Friday-Saturday: Start at midnight. 7 days per week: End at 8 a.m.
9. Any member of the association whose actions require the Association to engage legal council for enforcement of the governing documents, the Rules and Regulations, or the municipal laws will be responsible for all legal fees associated with such enforcement.
10. Unlawful, immoral, noxious or offensive activity shall not be carried on in any unit or in the common elements, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become, in the judgment of the Board of Directors, an annoyance or nuisance to other unit owners or unit occupants.
11. Residents shall exercise extreme care about making noises and in the use of musical instruments, radios, televisions and amplifiers that may disturb other persons.
12. Domestic animals may be kept only as permitted by the declaration. Animals creating a noise nuisance shall be treated as any other noise disturbance.
13. Liquidated damages for violation of this rule shall be $50.00 per occurrence.

14. Unit owners must provide their current information to the Association. As circumstances change for the unit owner, updated information must be given to the Association. Please use the "Cobblers Lofts Owner Registration Form" for providing your information to the Association.

Any infraction of the above will incur a fine in accordance with Section Q of these Rules.

Section B – Common Areas

1. Storage on the common area and/or limited common area is not permitted, i.e., bikes, auto parts, appliances, gardening tools, garbage cans or bags, etc. (except table/chairs, grills complying with the fire codes on patio areas adjacent to units with personal access to their unit)
2. Kiddy pools, lawn furniture, etc. must be removed from the common area nightly-no exception. Damage to the lawn area by the use of a pool, furniture, etc. is the homeowner's responsibility to repair. Pools are to be no deeper than eight (8) inches and no larger than four (4) foot diameter. If pool becomes a nuisance to other residents, the Association may ask that the pool be replaced with a smaller one or be removed.
3. Personal belongings must be removed from the common area prior to sundown each night. It is required that bicycles, wagons, pools, toys, etc. must be removed from the common area by sunset. Storage shall be contained inside the unit or garage.
4. Any damage caused to lawn, shrubs, etc. by the owner, tenant, children, animals or guests must be repaired by the homeowner within ten (10) days of notice by the Association. Failure to repair the area within ten (10) days will result in the Association's contractor completing the repair and all costs and expenses will be charged back to the unit owner's account. The Board must be contacted for approval of any and all repairs due to damage by residents and their guests.
5. Common areas belong to all owners equally. No alteration of any kind is permitted without prior Board approval. This includes ALL exterior common area (brick walls).
6. Signs, posters and other notices may not be attached to the exterior of the building or on the common area. Any damage that may be caused as a result of signage shall be the responsibility of the owner.
7. Advertising signs for business or commercial activities are prohibited everywhere on the property. Please be advised that if you post any type of "For Sale" sign in the common area and/or on the exterior of your unit without Board approval, you could be fined up to $100 a day.
8. No persons other than appointed contractors are allowed on the stone areas on the roof of the buildings.
9. The Cobblers Lofts hallways are common areas and resident items are not allowed to be left in those hallways, lobbies or any other common areas. Do not leave boots, mats, umbrellas, furniture or other personal items etc (not all

inclusive) in these common areas. The Board of Directors will fine the unit owner $25 per day for each violation of this rule. The Board also reserves the right to physically remove any items from common areas if it is determined that a fire code violation exists, and the unit owner will be responsible for any administrative costs related to the removal.

Any infraction of the above will incur a fine in accordance with Section Q of these Rules.

Section C – Fire Safety

1. **Patios/Exit Doors:**
Means of exit shall be continuously maintained free of all obstructions or impediments to allow full instant use in the case of fire or another emergency. No furnishings, decorations, or other objects shall obstruct exits, access thereto, egress/exit there from, or visibility thereof.

2. **Propane Grills/Charcoal Grills:**
No hibachi, gas-fired grill, charcoal grill or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any patio, balcony, structural overhangs, the rooftop deck or within 10 feet of any building structure. Listed electric ranges, grills or similar electrical apparatus shall be permitted. Grills are not to be used in the garage.

3. No grills are to be used within the courtyard area.

Conditions that could cause a fire to spread to within 25 feet of a structure shall be eliminated prior to ignition.

No fire pits, torches and other similar forms of recreational fires may be used on the common and/or limited common areas.

No person may deposit hot ashes or cinder, smoldering coals, or greasy or oily substances liable to spontaneous ignition into any combustible receptacle or place these materials within 15 feet of any combustible materials.

Attached is a copy of the Milwaukee Fire Codes. Please be advised that if the Association is fined for any violation of these codes, the homeowner will be held responsible.

Patio/Tiki Torches – Not permitted.

Any infraction of the above will incur a fine in accordance with Section Q of these Rules.

Section D – Antennas/Satellite Dishes/Cable

1. No antennas shall be installed on the exterior of the building. Normal radio and television installations within the units are acceptable.
2. All appointments for cable installation/disconnection that require a technician to enter the utility room, must be scheduled between 9:00 am and 5:00 pm during the work week. The cable technician will need to call Founders3 to get access to the utility room for installation/disconnection.

Any infraction of the above will incur a fine in accordance with Section Q of these Rules.

Section E – Animals

1. No more than two animals shall be allowed in any unit. A permitted animal is defined as no more than two of the following in any combination: a caged bird, common small aquarium fish, a cat or a dog.
2. All animals must have a current "City of Milwaukee Animal License" registered to the owner of the condo unit. All Animals must also be registered with the "Cobblers Lofts Condo Association" And accompanied with a copy of the "City of Milwaukee Animal License." All Animals must be registered with the Association within 30 days of residence. For a registration form, contact Elite Properties, Inc. A penalty fee of $50.00 will be assessed to a unit for each day of non-compliance.
3. No animals shall be allowed to roam at large within the common elements of the Association. An animal is considered to be running at large if it is not under the immediate control of the owner or some other person responsible for the animal. The Association reserves the right to report any animal deemed to be running at large to the Milwaukee Area Domestic Animal Control Commission (MADACC).
4. Any animals that excessively bark, yelp or howl as to annoy or disturb any neighbor will not be tolerated. Any animals that are not controlled must be removed from the Association premises (refer to the City of Milwaukee "Orderly Conduct" ordinances).
5. No animals are to be tied or staked outside of a unit without an attending person outside the unit monitoring the animal. No animal is to be tied or staked as to interfere or harm in any way the condo unit or any landscaping.
6. The unit owner who is either selling a unit or who is renting out a unit must inform all potential buyers and renters of the Condominium Association's rules concerning animals.
7. When outside of the owner's unit and while on Cobblers Lofts property, all animals must be on a leash (no more than six (6) feet in length) or in a cage or a carrying container. Animals shall at all times be on a leash and within the immediate control of a person when outside of a unit.
8. Dogs shall be walked only off Cobblers Lofts property, and all animal waste be picked up, double bagged and disposed of in compliance with city ordinances.

NOTE: The animal Rules will be reviewed periodically and may be modified at the Board's discretion.

Any infraction of the above will incur a fine in accordance with Section Q of these Rules.

Section F – Seasonal Decorations

1. Seasonal decorations and plant hangers are not permitted to be attached to the exterior of the building with nails, tacks, screws, etc. However, holiday lights, garlands, wreaths, etc. are allowed on patios if a temporary, non-invasive means of attachment is used.
2. No inflatable décor is permitted on common and/or limited common area
3. Wreaths are permitted to be hung on the front door with the use of a wreath hanger.
4. Holiday tree removal shall be handled strictly by the occupants of the unit.
5. Occupants are responsible for cleaning up any needles/remains left from disposal of the tree.
6. Holiday decorations can be put up 30 days before the holiday.
7. Holiday decorations must be taken down within 30 days of the holiday.

Any infraction of the above will incur a fine in accordance with Section Q of these Rules.

Section G – Garbage

1. All garbage must be placed in sealed plastic bags and placed inside garbage dumpster for collection.
2. All boxes must be broken down and placed inside of the recycling dumpster for collection.
3. Residents only are allowed to use the garbage pickup service. Absent owners are not allowed to bring items into the complex for disposal.
4. Any litter remaining on the ground after garbage pickup should be removed by the residents.
5. Large items such as including but not limited to sofas, mattresses, love seats, dressers, refrigerators, stoves, washing machines, dryers, and hot water heaters shall not be placed outside of the building for garbage collection. If you wish to have items such as these disposed of, you must contact Advanced Disposal for arrangements. There will be an additional cost of these pickups to unit owners.

Any infraction of the above will incur a fine in accordance with Section Q of these Rules.

Section H – Parking

1. Assigned parking spaces are provided for each unit in your garage and surface lot.
2. Vehicles shall not be parked, maintained or stored so as to obstruct passage of other vehicles or emergency vehicles.
3. Any vehicle parked in a fire lane, no parking area, or parked on sidewalks or grass areas shall be towed and/or fined by the Association, without notice to the unit owner, at the unit owner's expense.
4. All vehicles parked in the Association community must be fully operational and currently licensed by local and state governments.
5. Vehicles that are permitted on the property include passenger cars, light trucks up to "B" plate, and properly licensed street motorcycles. Motor homes, campers, trailers, boats, recreational vehicles, off road motorcycles, snowmobiles, and non-operational vehicles are not permitted to be stored on the common property (including the surface lot).
6. No vehicle maintenance or lubrication shall be permitted anywhere in Cobblers Lofts. No body work or engine repair/replacements.
7. Any damage to the common and/or limited common area caused by vehicles, fluids, oil, etc will be the responsibility of the homeowner to repair. No oil, fluids, ect. shall be washed down any common drain.
8. Motorcycles are not permitted to be parked on sidewalks or grassy areas. They must be parked in unit's assigned parking space.
9. All cars must be removed from exterior parking areas after all 2-inch snowfalls to accommodate snow plowing. Any snow that is left behind when a vehicle remains parked in the owner's driveway shall be removed by the owner/tenant in a prompt and reasonable manner. If the snow plowing company has to come back to plow because of a vehicle in a driveway or guest area, it will be considered a habitual offense after the second instance and the unit owner will be charged.
10. The Parking Units shall be used for the sole purpose of parking vehicles which fit within the boundaries of the Parking Unit. It is expressly stipulated and each and every Owner of a Unit or Parking Unit, his heirs, executors, administrators, assigns, successors and grantees hereby acknowledge that Parking Units are designed for use by standard size automobiles. They are not designed for use by vans, mini-vans, pickup trucks, recreational vehicles or sports utility vehicles.
11. Permits for overnight parking may be obtained from the Milwaukee Police Department for street parking.
12. Cooking or sleeping in vehicles on Cobblers Lofts property is prohibited.
13. Vehicles may only utilize one parking spot and vehicles may not park outside of the designated lines. This applies to both indoor and outdoor parking. No parking in any designated fire lane.

Any infraction of the above will incur a fine in accordance with Section Q of these Rules.

Section I – Enclosed Garage Storage

1. All interior parking spaced must be kept in good, clean, sanitary and attractive condition.
2. No objects or structures, other than movable furniture or decorative pieces, shall be placed upon the Limited Common Elements (interior parking spaces) without written consent of the Board of Directors.
3. All bicycles that will be stored within the exterior garage, must be locked up to protect from theft.
4. All items stored in the interior parking spaces must be kept:
    a. In the front of the parking space up against the wall of the garage
    b. Far enough in that all vehicles can be properly parked within the parking space without obstructing other vehicles
    c. All loose items, must be placed in a plastic container with a lid and stacked in an attractive condition. No cardboard boxes are allowed to be stored within the exterior garage.

Any infraction of the above will incur a fine in accordance with Section Q of these Rules.

Section J – Towing

1. Vehicles may be fined and/or towed, without notice to the owner, for the following violations:
    a. Parked in another resident's assigned parking space without their written permission.
    b. Parked behind other vehicles or obstructing the use of other vehicles.
    c. Parked in front of fire hydrants, emergency lanes or on grass.
    d. Parked on Association property while not currently licensed or operable, i.e., expired sticker on plate, no plate, or no "applied for" sticker on back window.

The towing company will be called, and the car will be towed without notice to the owner. All charges must be paid by the owner prior to the towing company releasing the vehicle.

Any infraction of the above will incur a fine in accordance with Section Q of these Rules.

Section K – Landscaping

1. Additions or removal of trees and/or shrubbery must have Board approval prior to being completed. Maintenance of all grass, shrubbery and trees shall be done by the Association's landscaper. Residents are not allowed to add or remove any plants, trees, rocks, etc. from the grounds.

2. Minor flower planting, in current bed areas adjacent to unit, shall be left to the owner's discretion as long as no sod or other plant material is being removed to allow this installation.
3. Clinging vines may not adhere to the building, or any parts of the Limited Common Areas.
4. No wind chimes, wind socks, etc. can be hung in the common area and or limited common area.
5. All seasonal plantings must be removed from the property no later than November 15th.
6. Garden hoses must be picked up and placed on patio area near hose bib so as not to interfere with lawn mowing. Any damage by mowing crews to hoses or sprinklers left on the lawn shall be at expense of unit owner/tenant.
7. Any damage caused to the lawn, shrubs, etc. by the owner, children, animals, guests, must be repaired by the homeowner within ten (10) days. Any repairs not completed within the ten (10) days will result in the Association's contractor completing the repairs and all costs and expenses will be charged to the unit owner.
8. Any landscaping changes shall require prior Board approval.
9. No vegetable plants/garden of any kind are permitted in the common grounds.

Any infraction of the above will incur a fine in accordance with Section Q of these Rules.

Section L – Doors and Windows

1. Entry doors for the individual units shall be the responsibility of the unit owner to maintain, including but not limited to: locks, springs, glass, etc.
2. Replacement doors must be in keeping with the design and must be approved by the Board before the replacement door is put in place. The replacement door shall be of the same material and design as the original in order to remain the proper fire code regulations.
3. In the event of a lost key or key fob, the Board of Directors shall provide replacements at the owner's expense. These replacements shall not exceed one (1) key and two (2) key fobs. Replacement costs:
    a. $25.00 per Key
    b. $25.00 per Key Fob
4. Requests by an owner to be issued additional keys and fobs beyond the standard one (1) key and two (2) key fobs, must be submitted to the Board. If approved, additional keys shall be provided at the owner's expense. Additional cost:
    a. $25.00 per Key
    b. $25.00 per Key Fob
5. All window glass is the responsibility of the unit owner to maintain.
6. All units must have window screens on at all times. All screens must be kept in good working order and kept free of cuts, tears and tape. Windows must be kept in good working condition with no broken or cracked glass.

7. Sheets, blankets, etc. may be used inside as temporary window covering not to exceed thirty (30) days. All window covering that are visible from the exterior must be in good condition.
8. Only central air conditioning is allowed. Window air conditioners are not allowed.
9. Plastic or shades of any type on the exterior of any doors or windows is expressly prohibited. Plastic may be placed on the interior surface only.
10. Unit owners are responsible for the replacement of their windows. They must remain uniform with existing style and must be the same dimensions as the existing opening. The Board must approve all replacements prior to installation.

Any infraction of the above will incur a fine in accordance with Section Q of these Rules.

Section M – Extended Absence and Absentee Owners

1. Owners who are absent from the property for a period of more than two (2) weeks must notify the Board within three (3) days of their departure. Emergency phone numbers must be included.

Any infraction of the above will incur a fine in accordance with Section Q of these Rules.

Section N – Moving Guidelines

1. The Cobblers Lofts Owners Association expects all unit owners or residents to comply with the following rules regarding moving (in or out). The goal is to provide the least amount of disruptions to your neighbors. Call the Elite Property's office ahead of time to notify the Property Manager of the date of your move.
2. Moving vans must not block entrances to garage, parking areas or emergency entrances. No vehicles are allowed in the courtyard.
3. Any fire doors, which are propped open during the move, must be closed after the move is completed.
4. Elevators must not be held for more than 3 minutes, and only to load or unload the elevator. Do not prop the door open. It places the doors off the tracks and causes the elevator to seize.
5. Items being moved must not block doorways or walkways.
6. In consideration of your neighbors regarding noise, moving will be allowed only between the hours of 8:00AM to 10:00 PM.
7. Any damages done to Cobblers Lofts property are the responsibility of the unit owner (in addition to any moving fines detailed below). The Association will perform any such repairs or replacement and assess the unit owner for those costs. If the damage is done upon owner move-out, the Association may take other collection action against the owner, including, but not limited to,

pursuing a lawsuit for monetary damages. If successful, the unit owner is also responsible for the Association's attorney fees and other costs of collection.

Any infraction of the above will incur a fine to be determined by the Board.

Section O – Non-Owner-Occupied Units

At the time of current renters vacating, the unit owner will need to comply with the following rules below:

1. Any Unit Owners renting their units shall provide a request to the Board of Directors for approval before the lease is approved and signed. Failure to receive written approval by the Board of Directors upon a renter occupying the unit, will result in a fine of $50.00 per day until tenant vacates the property, or until the rental is approved.
2. Each lease shall be in writing and shall be for a term not less than one (1) year. Unit owner must provide a copy of the lease and registration form to the Board once a tenant is approved and has signed the lease. Owner has 10 days to submit a copy of the Lease and registration form. Any leases and registration forms not submitted within the ten (10) days by the owner will result in a fine of $50.00 per day until the lease and registration forms are provided by owner.
3. The lease shall contain a clause binding a tenant to the terms, covenants and conditions set forth in the By-Laws, Declaration and Rules and Regulations. The Unit Owner has an obligation to familiarize the tenant with the terms of the documents.
4. Upon entering into a lease agreement with a tenant, the Unit Owner shall provide a copy of the complete lease agreement and provide a new registration form with tenant information to the Board of Directors.
5. The Unit Owner shall be responsible for any violation of the condominium documents by the Unit Owners guests, tenants or tenant's guests.
6. All residents, including Owners and their tenants, that are moving in or moving out must notify Elite Properties, Inc. of the dates and time the move will take place. Moving hours for tenants are restricted to 8 am to 7 pm Monday through Friday; 8 am to 8 pm Saturday and Sunday. All move – ins/move outs must be reported to Elite Properties for record. All move ins, move outs and deliveries are to be done from the loading dock located on the North side of the building by the dumpsters off of the garbage room. No move ins, move outs or deliveries should be done out of the front entrance.
7. Any damages incurred in any common areas will be charged to the Owner's account and will be subject to liens. During the time of moving in or moving out, you will be held responsible for any breach of security caused by propping open the door.
8. All communication and/or requests from the tenant regarding Cobblers Lofts, will be conducted between the tenant and the owner of the unit. Tenants are not allowed to call the Board of Directors and/or Elite Properties for items such as maintenance, requests, scheduling of contractors, etc.

9. All Garbage Rules and Regulations (Section G) will be enforced for move in and move out dates.
10. No rental unit may allow animals. (Section E)
11. Any Unit Owner not in compliance with the Leasing Rules and Regulations will be fined $50.00 per day until the tenant vacates the property.
12. Cobblers Lofts Condominiums strictly forbids any online marketplace and hospitality service, (Airbnb, VRBO, etc.). That enables people to lease or rent short-term lodging including vacation rentals, apartment rentals, homestays, hostel beds, or hotel rooms. Any units leased and/or rented through an online marketplace will be subject to a fine in accordance with Section Q of these rules.

Any infraction of the above will incur a fine in accordance with Section Q of these Rules.

Section P – Owner Responsibility When Selling

It is the responsibility of the unit owner to provide a copy of all current Association documents as specified in Wisconsin Statues Condominium Chapter specifically 703.33 Disclosure Requirements (to include, but not limited to the Declaration, By-Laws, Rules and Regulations) when selling the unit to another party. A receipt signed by the new owner, indicating these documents have been received, must be provided to the Association office by the seller.

Any infraction of the above will incur a fine in accordance with Section Q of these Rules.

Section Q – Rules and Regulations Enforcement Procedure

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

    a. **A WRITTEN WARNING <u>for a Unit Owner or resident's first violation</u>** 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.

    b. **FIFTY DOLLARS ($50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents. The second violation does not need to be the same violation as the first violation in order for the $50 fine to be assessed.

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

d. Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS ($500.00) 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.)*

e. Notwithstanding paragraphs (a-d) immediately above, violation of the occupancy restrictions by a unit owner, including but not limited to short term rentals, will be assessed TWO THOUSAND DOLLARS ($2,000) 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. Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

3. **Attorney Fees**

a. 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.

b. 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. **This Rule does not apply to owners' fair housing complaints, neither State nor Federal.**

4. 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.

5. **GRIEVANCE COMMITTEE RULES AND PROCEDURES**:

   a. The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.

   b. The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be *ad hoc* and appointed on an as-needed basis by the Board of Directors.

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

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

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

      1. A letter shall be sent by certified mail, return receipt requested, informing all parties:

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

         b. Of the right to counsel.

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

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

         a. The hearing.

b. The determination and decision.

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

4. 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.

5. 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.

6. 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.

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

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

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

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

3. The 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;

4. The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

Section R – Political Signs

On April 10, 2006, Governor Doyle signed 2005 Wisconsin Act 303, which amends Wisconsin Statute Section 703.105, a law which previously granted condominium owners the right to display the United States flag. This statute now also grants owners the right to display a sign that supports or opposes a candidate for public office or a referendum question. Pursuant to Section 703.105 of the Wisconsin Statutes, the following rules are effective immediately for political sign displays at Cobblers Lofts:

1. Location - Unit owners/residents may display a sign in a window of his or her unit that supports or opposes a candidate for public office or a referendum question in a current election.
2. Size -The size of the sign is not to exceed 24" X 24".
3. Time of posting- A sign may be posted one month before an election.
4. Removal of sign- The sign must be removed one week after the election.
5. Language of sign -The sign shall not contain profane, lewd or insulting language.

Any infraction of the above will incur a fine in accordance with Section Q of these Rules.

Section S – Rooftop Viewing Deck

The Board of Directors of Cobblers Loft wishes you safe and sensible enjoyment of this facility with the following rules in mind. Cobblers Lofts does have security cameras and recorded footage. Cobblers Lofts will enforce any violations with fines.

1. Grills and other devices that allow open flames are strictly prohibited on combustible balconies, rooftops or within 10 feet of combustible construction per City Ordinance #307.5 and 307.51. No hibachi, gas-fired grill, charcoal grill or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on the rooftop deck or within 10 feet of any building structure.
2. Electric grills or similar electrical apparatus shall be permitted. All other grills will be removed and disposed of.
3. NO Smoking
4. NO hanging from or sitting on the paraanimal walls. **You will be fined $100.00 per occurrence and will be banned from the rooftop.**
5. The use of foul language is prohibited on the roof.
6. Stepping and walking on the stone roof surface is strictly prohibited. **You will be fined $100.00 per occurrence and will be banned from the rooftop.**
7. Deck furniture is NOT permitted on the stone roof. **You will be fined $100.00 per occurrence and will be banned from the rooftop.**

8. NO dogs on the rooftop
9. Deck furniture must be left in an orderly manner.
10. Remove all trash and recyclables after each use.
11. Keep all doors secure.
12. Quiet hours start at 10pm weekdays (Sunday-Thursday) and 12am weekends (Friday & Saturday). Continue to enjoy this facility after these hours by keeping noise at a minimum.
13. Report all incidents immediately to Founders3
14. Activities listed above have potential to cause personal injury or damage to the deck and building and are considered a risk liability to our Association.

15. **Roof Top Parties**
    a. For parties of 25 people or more, a Roof Top agreement MUST be submitted to Founders3 at least 1 week prior to the party.
    b. The Agreement will include the following information:
        i. Date and Time of your party
        ii. Security measures that will be taken, i.e.: lobby doors will not be propped open, etc.
        iii. The number of guests anticipated
        iv. Agreement that you will take full responsibility for property damage
        v. Agreement that you will take full responsibility for thorough cleaning immediately after the party
        vi. ETC.

Please respect yourselves and your co-homeowners by following these simple rules. They are in place to enhance your safety and enjoyment of this facility.

Any infraction of the above will incur a fine in accordance with Section Q of these Rules.

Section T – Anti-Discrimination Anti-Harassment Policy

Cobblers Lofts Condominium 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.

BE IT RESOLVED that a copy of this AD-AH Policy shall be sent to all homeowners at their last known addresses and shall be shared with all employees/agents of the Association.

CHAPTER 214
FIRE PREVENTION

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214-1. Scope. This chapter defines the duties of the chief of the fire department, the right of entry, investigation of fires; the duties of the commissioner relating to the prevention of fires, the storing and use of explosives and flammables; and the responsibilities of owners and agents.

214-2. Adoption of State Code. The city of Milwaukee adopts ch. SPS 314, Wis. Adm. Code, as amended, as part of this code.

214-3. Adoption of Model Fire Code. Pursuant to s. SPS 314.001(2), Wis. Adm. Code, as amended, the city of Milwaukee adopts the 2006 International Fire Code except where in conflict with applicable state statutes or state administrative rules.

214-4. Application of the Model Fire Code.

a. Application of the model fire code is for the use, operation and maintenance of public buildings and places of employment.

b. Where any rule of the model fire code is in conflict with the city code, the city code shall apply.

214-5. Delegation of Authority. The commissioner in the performance of his or her duties relating to fire inspections may delegate limited authority to the health department to conduct such inspections. In addition, the commissioner of health shall have enforcement authority pertaining specifically to fire prevention in food operation premises.

214-7. Fire Prevention. 1. RESPONSIBILITIES OF THE FIRE CHIEF. a. Right of Entry. The chief, or any authorized member of the fire department, may at all reasonable hours enter all buildings, premises or public thoroughfares, except the interior of legally occupied private dwellings for the purpose of investigating the cause, origin and circumstances of fires.

b. Investigation of Fires. b-1. Any authorized officer of the fire department shall investigate the cause, origin and circumstances of fires occurring in the city by which property has been destroyed or damaged, and so far as possible determine whether the fire is the result of accident, carelessness or design. Such investigation shall begin upon the occurrence of a fire. If it appears to the officer making an investigation that the fire is of suspicious origin, the chief shall be notified of such findings. Thereupon the chief or authorizing officer shall immediately take charge of the physical evidence and shall notify the state authorities to further pursue the investigation under s. 165.55, Wis. Stats. The chief or authorized officer shall cooperate with such authorities in the collection of evidence and in the presentation of the case.

b-2. The senior officer in charge of any fire shall file a written report within 24 hours with the chief, containing a statement of all facts relating to the cause, origin and circumstances of such fire and other information as may be required.

c. Fire Inspections. c-1. Pursuant to s. 101.14(2), Wis. Stats., the commissioner of neighborhood services, as building inspector of the city, is authorized to conduct the annual fire inspections of all non-residential properties required by that section. In addition, the commissioner is authorized to conduct annual fire inspections of residential buildings with 3 or more dwelling units and transitional housing, regardless of the number of dwelling units.

c-2. Government Buildings. The fire chief or any authorized member of the fire department may perform all fire inspection duties with respect to buildings, structures and premises owned by the city of Milwaukee, county of Milwaukee, state of Wisconsin and the United

States of America and all political subdivisions thereof.

d. Other Duties. The chief shall be responsible for carrying out the requirements of s. SPS 314.01(11)b(4), Wis. Adm. Code, as amended, and s. 214-31.

2. RESPONSIBILITIES OF THE COMMISSIONER. a. Enforcement. Except for those responsibilities listed in sub. 1 and s. 214-31, the commissioner shall enforce the regulations of this chapter and all other laws and provisions of this code and the Wisconsin Administrative Code relating to:

a-1. The prevention of fires.

a-2. The storing and use of explosives and flammables.

a-3. The installation and maintenance of fire alarm systems, fire protection equipment, appliances and devices as further regulated in this code.

a-4. The maintenance of fire escapes as a means of egress.

a-5. The maintenance of exits from all buildings and structures in which persons live, sleep, work or congregate.

b. Inspections and permits. b-1. Inspection Required. The owner of each public building or place of employment in the city, including each residential property with 3 or more dwelling units, shall have a fire inspection of the building, structure or premises conducted on an annual basis. Pursuant to s. 101.14(2), Wis. Stats., and sub. 1-c-1, the commissioner shall be responsible for conducting the annual fire inspections.

b-2. Fee. The owner of each building, structure or premises for which an inspection or permit is required under subd. 1 shall pay the annual fire inspection and permit fees set forth in s. 200-33. The city, Milwaukee county, state of Wisconsin and the United States of America and all political subdivisions thereof shall be exempt from payment of this fee.

b-3. Hazardous Storage or Obstructions. Whenever an inspector finds in any building or structure, or upon any premises, combustible waste material or explosive matter which is so situated or used as to endanger life or property, or finds in any building or structure an obstruction of exits therefrom or the storage of material on fire escapes, stairs, passageways, doors or windows where such obstruction or storage would interfere with the operation of the fire department or with the safe egress of building occupants in case of an emergency, the inspector may order the owner of the building, structure or premises to remove the hazardous material or remedy the hazardous situation.

b-4. Other Fire Hazards and Violations. Whenever an inspector finds any building or structure which is susceptible to fire because of lack of repairs, required exits, required fire alarm systems or required fire-extinguishing equipment, appliances or devices, or maintenance thereof, or which is especially liable to fire from any cause whatsoever, and such building or structure is so situated as to endanger the occupants thereof or endanger adjoining or adjacent property, or whenever an inspector finds in any building or structure, or upon any premises, any violations of the regulations of this chapter, the inspector may order the violations discontinued at once and order the elimination of conditions dangerous to the safety of any such building, structure or premises or the occupants thereof.

c. Other Duties. Other than the responsibilities of the fire chief listed in sub. 1, the duties of the fire chief as set forth in ch. SPS 314, Wis. Adm. Code, may be carried out by the commissioner.

214-9. Responsibility to Eliminate Fire Hazards.

1. CONTAINERS FOR OPEN BURNING. a. Open burning shall be conducted only in an approved and listed container or a substantial burner built of metal, concrete or brick, well covered or screened to prevent the escape of sparking and burning embers.

b. A burner shall not be operated within 15 feet of any combustible construction. Open flame cooking devices, including charcoal burners and LP gas burners, are exempt from this requirement for one and 2-family dwellings.

c. Open burning shall be constantly attended until the fire is extinguished. A minimum of one portable fire extinguisher with a minimum 4-A rating or other approved on-site fire-extinguishing equipment such as dirt, sand, water barrel, garden hose or water truck shall be available for immediate utilization.

2. ENFORCEMENT AUTHORITY. The commissioner may delegate limited authority to the police department to enforce open burning regulations.

3. CARRYING FIRE. No person shall carry, keep or maintain any fire in, through or upon any public thoroughfare or premises, except within an approved, closed, secure pan, vessel or vehicle.

. **4.** SPARKS FROM CHIMNEYS OR SMOKESTACKS. The owner of any chimney or smokestack used in connection with heating or power boilers or furnaces, or for burning of waste or refuse, from which there are emitted sparks or burning embers shall provide on such chimney or stack an approved arrestor, screen or other device that will prevent such emission.

5. WINDOWS AT FIRE OPENINGS; FIRE ESCAPES. a. In a building having windows in exterior walls, a specific window or windows shall be clearly designated as “FIRE OPENING” both on the inside and outside and as approved by the commissioner. Such fire openings shall be maintained at intervals not greater than the intervals established for cross passageways. The purpose of such openings is to provide suitable access for fire department use to the interior of the building.

b. A window serving as access to a fire escape shall be designated as “FIRE ESCAPE,” but may be included in computing the minimum number of required fire openings.

6. ACCESS TO EXITS AND FIRE OPENINGS; DIRECTIONAL SIGNS. a. No material or merchandise shall be placed or stored in such a manner as to prevent access to any required exit window designated as “FIRE ESCAPE” or “FIRE OPENING.” Such windows shall be free and clear and accessible from main passa

geways of by means of secondary passageways at least 36 inches in width which lead to the main passageway.

b. Directional signs indicating windows designated as “FIRE ESCAPE” or “FIRE OPENING” shall be placed in passageways as required by the commissioner.

214-11. Storing of Fuel in a Dwelling. The storing of any receptacle containing gasoline or white gas, or propane containers larger than 2.5 lbs. is prohibited within a dwelling, including basements, crawl spaces and attics. In this section, "receptacle" includes any tank or device attached to any equipment using an internal combustion engine as a source of power, including but not limited to lawnmowers, snowblowers, snowmobiles, chain saws and motorcycles. Private garages attached to or made part of a principal dwelling shall be exempt from this section when provided with a fire-resistive enclosure as set forth in ch. 240; however, the storing of fuel in receptacles in private attached garages shall be limited to not more than 10 gallons.

214-12. Securing of Pressurized Gas Cylinders. All pressurized gas cylinders shall be properly secured to prevent them from falling.

214-19. Fire Escape Inspections. 1. ANNUAL INSPECTION. All fire escapes shall be inspected by the department at least once each year. If upon inspection the department finds any fire escape which is defective or unsafe for any reason whatsoever, the commissioner shall order the needed repairs and the owner thereof shall immediately make such repairs. If any fire escape is unsafe or defective, the owner thereof shall immediately notify the commissioner of such condition. No owner may permit the use of such unsafe or defective fire escape until repaired and made safe. It shall be unlawful to make any repairs to any fire escape without first obtaining a permit to do so.

2. APPROVAL. a. Any owner or agent shall maintain fire escapes and their supports in good repair and safe condition. The owner or agent shall be responsible, except for those fire escapes listed in par. c., to provide for a critical examination once every 5 years by a registered architect or a registered structural engineer employed by the owner or agent. The registered architect or registered structural engineer shall submit a written report showing the structural condition of the fire escape and its supports. Two copies of the report shall in turn be submitted to the commissioner. One copy of the report shall, if satisfactory to the commissioner, be returned to the owner or agent bearing a stamp of approval signed by the commissioner.

b. All defects noted on the written report submitted by the registered architect or registered structural engineer shall be corrected by the owner within 30 days of the date of the report. A written report showing that all defects noted in the prior report have been corrected shall be submitted in duplicate to the commissioner by a registered architect or registered structural engineer. One copy of the report shall, if satisfactory to the commissioner, be returned to the owner or agent bearing a stamp that the correction report has been placed on file.

c. The following fire escapes shall be exempt from examination requirements prescribed in par. a except when the commissioner determines that for safety purposes an examination is necessary for a specific fire escape:

c-1. Fire escapes serving residential occupancies where the escape serves no more than 2 dwelling units per floor and these units are located no higher than the 3rd floor of the building.

c-2. Fire escapes in commercial buildings where the escape serves as exiting for floors up to and including the 2nd floor but no higher.

3. REVIEW OF CRITICAL EXAMINATION REPORT. a. Disallowance and Refusal. If upon inspection the department finds any fire escape is defective or unsafe for any reason whatsoever, the commissioner shall have the following power and authority to:

a-1. Disallow any fire escape critical examination report, submitted within 120 days prior to the date of the inspection by the department, showing the structural condition of the fire escape and its supports to be in good repair and safe condition.

a-2. Refuse to accept any future fire escape critical examination report relating to any other fire escape submitted by the same registered architect or registered structural engineer.

b. Appeal. Any person having a fire escape critical examination report disallowed or refused by the commissioner may appeal the decision to the standards and appeals commission.

214-23. Battery-Operated Smoke Alarms. 1. TYPE. Every battery-operated smoke alarm shall be powered by 10-year or more non-removable batteries. Compliance with this requirement shall be met when replacing an existing battery-operated unit according to the manufacturer's recommended replacement date or by October 1, 2017, whichever is sooner.

2. SILENCING SWITCH. Any smoke alarm located within 20 feet of the primary cooking appliance within the unit shall have a silencing switch.

3. TESTING. Every battery-operated smoke alarm in the building shall be tested by the owner not less than once every calendar year. The owner shall provide a copy of test results to the commissioner or the commissioner's designee upon request. Test results shall include the date on which testing was performed, the specific location of each alarm and the name, telephone number and property relationship of the person who performed the test. Testing shall be performed in accordance with the manufacturer's specifications for testing in the building.

214-25. Smoking Regulations. 1. WHOLESALE AND RETAIL ESTABLISHMENTS. It shall be the duty of the person in charge (operator, licensee, owner or manager) of such establishment to post or affix and maintain approved signs bearing the words "NO SMOKING" at every entrance door and in prominent locations throughout the building, and such person shall be held responsible for enforcement of the regulations of s. 310 of the Int. Fire Code.

2. ELEVATORS. No person may light a match or any other flame-producing device or smoke or carry a lighted cigar, cigarette or pipe into any passenger elevator, or any elevator used as a passenger freight elevator. The person in charge of the structure containing the elevator shall post or affix and maintain approved signs bearing the words "NO SMOKING" in or at the entrance to the elevator, and such person shall be held responsible for enforcement of this subsection.

214-27. Smoke Detectors and Smoke Alarms for Residential Dwellings Built Prior to January 1, 1983. 1. DEFINITION. In this section, "residential building" means any one-family dwelling or 2-family dwelling, or any public building which is used for sleeping or lodging purposes and includes any apartment house, rooming house, hotel, children's home, community-based residential facility or dormitory but does not include a hospital or nursing home.

2. NUMBER AND LOCATION. Every dwelling unit in a residential building constructed prior to January 1, 1983 shall be provided with approved listed and labeled smoke detectors or alarms sensing visible or invisible particles of combustion, installed in a manner and location consistent with their listing. A minimum of one smoke detector or alarm shall be installed in the basement and on each floor level except in an unfinished attic or storage area, and not in a kitchen. For floor levels containing a sleeping area, the required detector or alarm shall be installed within 6 feet of the sleeping area. If a floor level contains 2 or more separate sleeping areas, each sleeping area shall be provided with a smoke detector or alarm. Every residential building other than a one-or 2-family dwelling shall have a functional smoke detector or alarm at the head of every stairway on each floor level in the building.

3. TYPE. Smoke detectors and alarms required under this section shall be single station devices, either battery operated as provided in s. 214-23, plug-in or directed wired A/C units unless otherwise required by the code.

4. RESPONSIBILITY. The owner shall install any smoke detector required under this section according to the directions and specifications of the manufacturer of the smoke detector. The owner shall maintain any such smoke detector that is located in a common area of the building. The occupant of a dwelling unit shall maintain any smoke detector in that unit unless the occupant gives written notice to the owner of the unit that the smoke detector is not functional. The owner shall provide, within 5 days of receipt of such notice, any maintenance necessary to make the smoke detector functional.

5. TAMPERING PROHIBITED. a. No tenant, co-tenant or any other person may tamper with a smoke detector to:

a-1. Render it inoperable or in any other way cause it to be in other than good working order.

a-2. Remove it from its installed location, unless a functioning replacement detector has previously been installed.

a-3. Remove batteries, except to immediately replace them.

b. No tenant, co-tenant or any other person may suffer or permit, or by inefficient control allow any violation of par. a.

214-31. Emergency Access System.

1. RECOMMENDED. An emergency access (key box) system for fire department use may be installed in or upon a commercial building or a multiple dwelling.

2. LOCATION. A key box system may be surface-mounted or flush-mounted in an accessible location approved by the fire department.

3. STANDARDS. A key box system shall meet the following standards:

a. Locks shall be Medeco Biaxial Level 7 or equivalent.

b. Emergency access system devices shall have the ability to be master keyed.

c. Locks shall be designed for high resistance to drilling, picking, punching and pulling.

d. Lock code and key section shall be unconditionally restricted by the key vault manufacturer for use by the Milwaukee fire department only. Lock code restriction shall be traceable to the lock manufacturer and the key vault manufacturer.

e. Locks shall be listed under UL 437, the standard for safety key locks.

f. Emergency access systems shall offer key vaults and data storage cabinets which are listed under UL 1610, the standard for central station alarm units for use with UL listed alarm systems.

g. Emergency access systems shall offer key vault and data storage cabinets which are listed under UL 1037, the standard for antitheft alarms and devices.

h. Emergency access systems shall offer electrical override keyswitches and padlocks compatible with lock code.

i. Official UL listing cards shall be supplied upon request.

j. A fully inserted key shall withstand a minimum of 50 inch pounds torque.

k. Key vaults shall have weatherproof gasket seals of Neoprene material or better around openings.

L. Key vaults shall be covered lock openings constructed of heavy gauge steel, designed to resist vandalism.

m. Key vaults shall have a minimum wall thickness of 1/4" and door thickness of solid 1/2" plate steel.

n. UL listed cabinet style vaults for data storage shall have a minimum wall and door thickness of 10 gauge plate steel with additional 1/4" steel guard plate to protect the lock mechanism and drill resistant hard plate behind panel.

o. Cabinet style vaults for document storage shall be available with 2 separate locks. The key to either lock shall open the vault.

p. The fire department shall be in complete control of rapid entry system authorization and operation.

q. The key box system shall utilize the approved signature from the fire department for release of keys and all lock products from the factory.

r. The factory shall maintain UL listed fireproof cabinets to protect original records.

s. Factory records shall include installation locations, receiving party signature, fire department authorized officer's signature and original order form.

t. Order records shall be available upon request for inspection by fire department authorized officials.

u. The fire department shall not be required to purchase or sell key box system products.

4. FAILURE TO MEET REQUIREMENTS. Failure on the part of a key box manufacturer to satisfy any one of the above requirements may allow the fire chief to disapprove the key box for use by the fire department.

5. KEY BOX CONTENTS. a. The key box shall contain:

a-1. Keys for all exterior doors.

a-2. Keys for all locked electrical, mechanical, elevator equipment and fire control rooms.

a-3. Elevator control keys.

a-4. Any additional keys required by the fire department.

b. If any locks for which there are keys in the key box are changed, the owner shall notify the fire department.

6. LIABILITY. Any owner electing to install a key box system authorized by this section shall enter into a written contract with the city wherein such person shall agree to hold the city harmless for actions undertaken by the city under this section. The city attorney shall approve the form of such contract.

214-33. Access-Controlled Egress Doors.

1. WHEN ALLOWED. Entrance doors in a means of egress, or entrance doors to a tenant space with a group A (assembly), B (business), E (educational), M (mercantile), R-1 (transient residential) or R-2 (permanent residential; more than 2 dwelling units) occupancy, as identified in the International Building Code, may be equipped with an approved entrance and egress access-control system installed prior to July 1, 2002, provided such system meets all of the following criteria:

a. A sensor shall be provided on the egress side to detect an occupant approaching the doors. The doors shall unlock upon a signal from, or loss of power to, the sensor.

b. Loss of power to the part of the access control system that locks the doors shall automatically unlock the doors.

c. The doors shall be installed such that they may be unlocked from a manual unlocking device located 40 to 48 inches above the floor and within 60 inches of the doors. Unrestricted access to the manual unlocking device shall be provided. The device shall be clearly identified by a sign. When operated, the manual unlocking device shall cause interruption of power to the lock, independent of the access control system electronics, and the doors shall remain unlocked for a minimum of 30 seconds.

d. If the building has a fire alarm system, the doors shall be automatically unlocked when that system is activated, and shall remain unlocked until the system has been reset.

e. If the building has an automatic sprinkler or fire detection system, the doors shall be automatically unlocked when that system is activated, and shall remain unlocked until the system has been reset.

f. Entrance doors on a building with a group A, B, E or M occupancy shall not be secured during periods that the building is open to the general public.

2. OTHER OCCUPANCIES. All occupancies not listed in sub. 1 shall be prohibited from having entrance and egress access-control systems unless permission to have such devices is granted by another code which the city has adopted by reference.

3. APPLICABILITY. This section applies to all entrance and egress access-control systems installed prior to July 1, 2002.

214-35. Delayed-Egress Locks. 1. WHEN ALLOWED. In a building protected throughout by either a supervised automatic fire sprinkler system or a supervised automatic fire detection system, the exit doors may be equipped with listed, delayed-egress locking devices installed prior to July 1, 2002, provided the locking devices:

a. Release or unlock upon activation of the sprinkler system or fire detection system.

b. Release or unlock upon the loss of power to the locking devices.

c. Release or unlock within 15 seconds whenever a force of not more than 15 pounds is continuously applied to the release device for a period of not more than 3 seconds.

d. Upon the release or unlocking of the door, activate an audible alarm in the vicinity of the door.

e. Require the manual re-locking of the doors.

f. Have a sign adjacent to each locking device indicating how the door may be opened.

2. USE PROHIBITED OR RESTRICTED. Delayed locking devices shall not be used on any doors of a community-based residential facility, as defined in s. 295-201-113-b, or doors serving as the main entrance and exit of an assembly hall with a legal capacity exceeding 99 persons. Not more than one locking device may be used in any egress path within a health care center, including a hospital or nursing home.

LEGISLATIVE HISTORY
CHAPTER 214

Abbreviations:
am = amended ra = renumbered and amended rn = renumbered
cr = created rc = repealed and recreated rp = repealed

Section	Action	File	Passed	Effective
ch. 214	cr	900965	11/6/90	11/23/90
214-1	am	980963	12/18/98	1/1/99
214-2	am	111233	1/18/2012	2/4/2012
214-3	am	961523	2/11/97	2/28/97
214-3	rn to 214-2	020047	5/14/2002	7/1/2002
214-3	cr	020047	5/14/2002	7/1/2002
214-3	am	030621	9/23/2003	10/10/2003
214-3	rc	071256	2/5/2005	3/1/2008
214-3	am	121706	4/9/2013	4/26/2013
214-4	cr	071256	2/5/2008	3/1/2008
214-5	am	171098	4/17/2018	5/4/2018
214-7	am	111233	1/18/2012	2/4/2012
214-7-1-a	rc	930944	10/19/93	11/5/93
214-7-1-b-3	am	902136	4/23/91	5/10/91
214-7-1-b-3	am	961523	2/11/97	2/28/97
214-7-1-b-3	rp	001457	2/27/2001	3/16/2001
214-7-1-c	cr	961314	12/17/96	1/9/97
214-7-1-c	rc	001457	2/27/2001	3/16/2001
214-7-1-c-1	am	060491	9/26/2006	10/13/2006
214-7-1-c-1	am	100848	5/24/2011	6/14/2011
214-7-1-d	cr	001457	2/27/2001	3/16/2001
214-7-1-d	am	020467	8/1/2002	8/22/2002
214-7-1-d	am	081724	5/5/2009	5/22/2009
214-7-1-d	am	111233	1/18/2012	2/4/2012
214-7-2-a-0	rc	902136	4/23/91	5/10/91
214-7-2-b	rc	001457	2/27/2001	3/16/2001
214-7-2-b-0	am	090259	7/28/2009	1/1/2010
214-7-2-b-1	am	090259	7/28/2009	1/1/2010
214-7-2-b-2	am	090259	7/28/2009	1/1/2010
214-7-2-c	am	961314	12/17/96	1/9/97
214-7-2-c	am	961523	2/11/97	2/28/97
214-7-2-c	am	980963	12/18/98	1/1/99
214-7-2-c	rc	001457	2/27/2001	3/16/2001
214-7-2-c	am	111233	1/18/2012	2/4/2012
214-9	rc	030621	9/23/2003	10/10/2003
214-9-1	rn to 214-9-1-a	051471	3/23/2006	4/11/2006
214-9-1	am	071256	2/5/2008	3/1/2008
214-9-1-b	cr	051471	3/23/2006	4/11/2006
214-9-2-a	am	950296	1/23/96	2/9/96
214-9-2-a-2	am	980963	12/18/98	1/1/99
214-9-5	rp	921114	11/20/92	12/11/92
214-9-6	rn to 214-9-5	921114	11/20/92	12/11/92
214-9-7	rn to 214-9-6	921114	11/20/92	12/11/92
214-9-8	rn to 214-9-7	921114	11/20/92	12/11/92
214-9-8-a	am	902136	4/23/91	5/10/91
214-12	cr	930178	6/15/93	7/2/93
214-13	rp	030621	9/23/2003	10/10/2003
214-15	rp	030621	9/23/2003	10/10/2003
214-15-1	am	921114	11/20/92	12/11/92
214-15-2	am	921114	11/20/92	12/11/92

214-15-5	am	921114	11/20/92	12/11/92
214-17	rp	030621	9/23/2003	10/10/2003
214-19-3	cr	030796	10/14/2003	10/31/2003
214-21	rp	030621	9/23/2003	10/10/2003
214-23	rc	030621	9/23/2003	10/10/2003
214-23	am	040388	9/21/2004	10/8/2004
214-23	rc	120656	11/8/2012	6/1/2013
214-23-3	am	151540	3/1/2016	3/18/2016
215-25	rc	030621	9/23/2003	10/10/2003
214-25-3	am	020467	8/1/2002	8/20/2002
214-27-0	am	030621	9/23/2003	10/10/2003
214-27-0	am	040388	9/21/2004	10/8/2004
214-27-1	am	960204	1/17/97	2/6/97
214-27-1	ra to 214-27-2	030621	9/23/2003	10/10/2003
214-27-1	cr	030621	9/23/2003	10/10/2003
214-27-2	rn to 214-27-3	030621	9/23/2003	10/10/2003
214-27-2	am	040388	9/21/2004	10/8/2004
214-27-3	rn to 214-27-4	030621	9/23/2003	10/10/2003
214-27-3	am	040388	9/21/2004	10/8/2004
214-27-3	am	120656	11/8/2012	6/1/2013
214-27-4	rn to 214-27-5	030621	9/23/2003	10/10/2003
214-27-4	rc	040388	9/21/2004	10/8/2004
214-29	rp	030621	9/23/2003	10/10/2003
214-33	cr	040387	7/27/2004	8/13/2004
214-35	cr	040837	7/27/2004	8/13/2004

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