Rules and Regulations
Kilbourn Tower Condominium Association

Order: KSZ3Y4YZ7
Address: 923 E Kilbourn Ave Unit 1703
Order Date: 05-05-2026
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Kilbourn
TOWER

RULES AND REGULATIONS

of

Kilbourn Tower Condominium Association, Inc. (KTCA)

Revised
March 2026

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RULES AND REGULATIONS

The following are the Rules and Regulations of KTCA, in accordance with the Declaration and By-Laws. These Rules and Regulations may be amended or repealed by the Board of Directors of the Association at any time during the existence of the Condominium. Copies of all amendments to the Rules and Regulations shall be furnished to the Unit Owners by the Board of Directors or property manager prior to the time such amendment shall be effective. Capitalized terms not defined herein shall have the meaning attributed to such terms as set forth in the Declaration of Kilbourn Tower, a Condominium.

A. Parking Garage

1) Primary rules for use of Parking Spaces are found in Article VIII Section 8.7 of the Declaration.
2) The Managing Agent, property manager or Board of Directors may adopt further reasonable Rules and Regulations for the use of the Parking Garage to promote the safety of the occupants of the building, to facilitate maintenance, and as required to comply with requirements of any commercially acceptable garage-keeper's liability insurance maintained for the Condominium.
3) Electrical Outlets. Electrical outlets are located in various locations throughout the Parking Garage.
4) No items are to be left outside of car or in any Parking Space at any time.
5) Vehicles must be reasonably kept clean and the Unit Owner shall take all necessary precautions to prevent leaking of automotive fluids or staining of Parking Space floor.
6) Assignment of Parking Spaces shall be restricted to Unit Owners. No Parking Space may be leased except to the valid lessor of a Unit or to another Unit Owner, subject to board approval. Owners are responsible for compliance with the rules for any vehicles parked in their space.
7) Additional garage remotes may be purchased for $50.
8) All vehicles shall follow a Speed Limit of 5 mph in the parking garage.
9) The 120 outlets are a General Common Element and should be generally available to all Unit Owners and not used by one Unit Owner for long periods of time.
10) For Safety, electrical capacity and fairness concerns, electric vehicle charging is not permitted in the Kilbourn Tower garage.
11) Trickle charging is permitted, but a 48-hour limit will be placed on any one outlet. Electrical cords must be visible. No extension cords which create a trip hazard, will be allowed.

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B. Use of Unit and Limited Common Elements

1) Primary rules for use of the Condominium are found in Article VIII of the Declaration.
2) No Unit Owner shall allow a Unit to be used for any unlawful purpose, nor shall any Unit Owner do anything to injure the reputation of the Condominium.
3) No Unit Owner, nor any family members, agents, employees, invitees or guests of a Unit Owner shall allow the unreasonable or unsightly accumulation of waste, litter or any form of trash in any area.
4) The balconies and the Deck shall not be used for drying laundry, carpets, rugs, or clothing.
5) Owners may not solicit, either in person or by placing materials in common areas or units for any purpose. Visible real estate signs or signs of any size are prohibited.
6) No storage of any personal belongings shall be allowed outside of the Units, Storage Spaces, or Parking Spaces.
7) Neutral-colored furniture, plants and grills are permitted on balconies and the Deck provided they are secured. Weighted tabletops are required, and loose items must be secured to surfaces.
8) Smoking is not permitted in any of the common areas of the building.
9) Unit Owner may lease a Unit subject to the terms and conditions outlined in the Declarations Article VIII Section 8.3. Lease must be approved by the Board of Directors. General leasing rules are outlined in Section N of this document.
10) Package room cold storage refrigerator is for delivery items only. Personal items may not be stored in there.

C. Storage Space

1) The Declarations and Recorded Plat define a Storage Space as either General Common (GC) or Limited Common (LC).
2) Upon purchase of a Unit, a Storage Space will be assigned to an Owner. It is at the discretion of the Property Manager or the Board of Directors as to the exact Storage Space assigned by location as well as either GC or LC.
3) There is no transferability by a Unit Owner of an assignment of any Storage Space upon the sale of a Unit.

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4) Depending on availability, one additional Storage Space can be granted by the Property Manager or the Board of Directors to any Unit Owner. Any additional Storage Space availability will be awarded on a first-come, first-served basis. The offer of an available floor Storage Space and an Owner's interest in a space will be handled through email.
5) A floor Storage Space (GC or LC) will only be assigned to a Unit Owner on that floor. In the event of more than one Unit Owner being eligible for a floor Storage Space, it will be awarded on a first-come, first-served basis. The offer of an available floor Storage Space and an Owner's interest in a Space will be handled by email by the Property Manager, or the Board of Directors.
6) Unit Owners assigned a floor Storage Space are eligible for one additional Storage Space on either Parking Level 3 or 4 if a Storage Space is available.
7) No items of any nature or substance shall be placed outside of cage enclosure of the Storage Space at any time. The Property Manager or the Board of Directors retains the right the right to immediately remove any items found outside of the enclosure. Any costs associated with the removal or items outside of the enclosure will be assessed to the Unit Owner. As per the Rules and Regulations, violators will be issued a warning and then fined if there is continued violation.
8) Unit Owners assigned a Storage Space must provide a padlock to secure the space.
9) The Property Manager or the Board of Directors are not liable for the damage or loss of property stored in any Storage Space.
10) Storage of any hazardous substance or material is strictly forbidden. The Property Manager or the Board of Directors retains the right to immediately remove substance thought to be hazardous. The Unit Owner assigned to the Storage Space will incur any costs associated with the containment and/or removal of the substance. Please refer to the website for MMSD for information regarding substances or materials deemed hazardous. Substance or materials deemed hazardous by the Property Manager or the Board of Directors is not limited to the listings on the MMSD website.
11) Any Storage Space must be vacated at the time of sale, padlock removed, and left in clean condition.

D. Bicycle Storage and Transport

1) Unit owners are assigned bike stalls by request. Bike stall assignments are limited to 2 per Unit unless availability allows and assignment is approved by Board of Directors.
2) Bikes must be stored in the designated bike stall. There are to be no bikes on the floor of the bike storage room to allow egress and ingress to assigned stalls by Unit Owners storing bikes.

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3) The service elevator is the designated elevator for transport of bicycles. In no event shall a bicycle be moved in a passenger elevator.
4) It is preferable to use the Prospect Ave exit when leaving or entering the building.
5) The Association, property manager, Managing Agent or the Board of Directors are not liable for any damage or loss of property stored in the Bicycle Storage area.

E. Responsibilities of Unit Owner

The Association, Managing Agent, property manager or Board of Directors may adopt further reasonable Rules and Regulations as it pertains to Unit Owner's Responsibilities to promote the safety and efficiency of the property.

1) Primary responsibilities of Unit Owners are found in Article V Section 5.1 of the Declaration.
2) Unit owners shall not allow any sounds to be generated in their unit which are unreasonably loud and interfere with the quiet enjoyment of other residents.
3) Unit owners shall not allow odors to be dispelled from their units.
4) Common area hallways must be kept clean of any personal items including entry mats, furniture, clothing, shoes, and artwork. Doors should be free of wreaths or any other decorations.
5) Window treatments, walls, columns, and items visible from the exterior of the building are to be neutral and solid in color.
6) Whether occupied or not, unit owners must maintain a temperature of 50 degrees or more in unit during the winter months. During extended absences (three weeks or greater), property manager, with advance notice, has the right to enter the unit to monitor temperature.
7) In-unit mechanical systems, specifically HVAC fan coil units, require semi-annual preventative maintenance. Owner is required to perform this maintenance using referred contractor or other approved contractor. (See contractor requirements in Section S of this document.) If a contractor other than preferred contractor is used to perform maintenance, evidence of service must be presented to property manager on a semi-annual basis within 15 days of the service. Owner shall allow access to contractors for preventative maintenance, upon receiving advance notice from Property Management.
8) All Unit Owners share in the responsibility of maintaining a healthy waste stack. The garbage disposal is for small waste scraps only. Grind small articles with strong flow of cold water. Do not dispose of grease, fibrous foods like celery stalks, onion skins, coffee grounds or expandable foods like pasta in the disposal or drain. Report any slow drains to property manager or security staff immediately. If a private unit owner's sink or disposal becomes blocked, the Unit Owner is responsible for repair.

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9) Trash Removal and Recycling. Each floor has a trash room which includes recycling bins. Before putting trash in the chute, trash is to be placed in a securely closed bag. It is imperative that no aerosol cans, hazardous materials, medical waste, explosive materials are thrown down the chute. Recycling placed in the trash room must be deposited in a neat and clean manner, and any boxes broken down. Large trash and recyclable items should be taken to the trash room off the main lobby. Unit Owners are responsible for removing large furniture items off-site. Under no circumstance should these large items be placed in the trash room.

10) Shopping and Valet Carts. There are a limited number of shopping carts on each level of the parking garage. In addition, there are valet carts and dollies available in the lobby area. When using these items, the service elevator is the designated elevator for transport. Users must return them immediately after use.

11) Insurance. Primary rules for Insurance are found in Article XII of the Declaration.

12) No unit Owner, or any family member, agents, invitees or guests of a Unit Owner, shall carry on any noxious, disruptive, or offensive behavior in any Unit, the Limited Common areas or the General Common areas, nor become a nuisance to others in therein. Violation of this provision shall require the Owner to immediately cause the violation to cease. Repeated violations (more than three times) shall obligate the Owner to remove the violator from the Kilbourn Tower premises.

F. Move-in/Move-Out and Freight Delivery Policies.

1) Move In/Move Outs are to be scheduled with the property manager and a reservation for the loading dock must be made for the anticipated allotted time at least 24 hours in advance of the move. Move In/Move Out shall only be allowed between 8:00a.m. and 5:00 p.m. Monday through Friday, except holidays. No Move In/Move Out shall be permitted on weekends or holidays. Any move that has not been completed by 5:00 p.m. is in violation of the Move In/Move Out Procedures and an additional accommodation fee will be assessed to the Unit Owner initiating the move. If the move continues past 5:00 p.m., a $50 fee applies for the first hour (or any portion thereof). An additional $50 will be charged for each full or partial 30-minute increment thereafter.
2) The service elevator may be used by other contractors, owners and guests during the scheduled move-in/out.
3) Unknown or unauthorized deliveries will not be accepted or allowed into the building at any time.
4) The service elevator dimensions are 9’4” high, 70.5” front to back and 84” side wall to side wall.

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5) Cardboard boxes and packing materials should be broken down and placed inside the cardboard recyclable dumpster. Do not place any cardboard boxes or large packing materials in the trash chute.

6) Substantial Freight: All freight must be moved into, within, and out of by a licensed and insured moving commercial mover, delivery person or installation contractor. (See Contractor Requirements in Section S.) "Substantial furniture, furnishings, and fixtures" is defined as any item: (a) weighing more than 100 pounds; (b) that is not easily lifted or moved by two average size persons; or (c) that, by its size, weight, configuration, installation or use is deemed by the property manager, Board of Directors or the Managing Agent to pose a risk of damage or harm to the Condominium or any other person if such item is dropped, mishandled or broken.

7) A separate $500 deposit is due prior to the move in and/or move out to cover any damage caused to the building by the move. Payment of such fee will be required at least five days prior to the start of the move and will be the responsibility of the Unit Owner. Any damages will first be taken out of the $500 deposit, and any additional charges payable upon receipt, which, if not promptly paid, will become a lien on the unit. If there is no damage or other violations, the deposit will be refunded. There shall be an inspection of the impacted areas before and after the move, and photos may be taken.

8) The Unit Owner or other responsible party must be on-site and available throughout any move in or out. Doors to the Building cannot be propped open for movers unless a Unit Owner or other responsible party is physically present at all times in the entryway when the door is open. If the door is not properly monitored during the move, the deposit will be forfeited.

9) Moving furniture, pictures, or equipment into or out of the Premises by Unit Owners or occupants of Units shall be done at such between the hours of 8:00 am and 5:00 pm Monday through Friday. Moving in or out of appliances, pictures, or small furniture items will not be considered a move in/move out requiring payment of a deposit, but all other provisions of these Rules and Regulations shall apply.

10) Obstruction of Common Areas: Unit Owners and occupants of Units shall not take or permit to be taken in or out of entrances of the Condominium (other than service doors), or take or permit on elevators (other than the service elevator), any item normally taken in or out through service doors or in or on service elevators; and Unit Owners and occupants of Units shall not, whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any sidewalk, court, passageway, entrance, foyer, shipping or loading area or any other Common Element unless the Common Element was intended for such placement or storage. Unit Owners and occupants of Units shall lend their full cooperation to keep such areas free from all obstruction and in a clean and sightly condition, and move all supplies, furniture, and equipment as soon as received directly to the Unit and shall move all such items and waste that are at any time being taken from the Unit

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directly to the areas designated for disposal. Unit Owners and occupants of Units shall not overload any floor or part thereof in the Unit, or any Common Element or any corridors or elevators, including, without limitation, by bringing in or removing any large or heavy articles, and the Board of Directors, property manager or Managing Agent may direct and control the location of safes and all other heavy articles and, if considered necessary by Board of Directors or property manager, require supplementary supports at the expense of the Unit Owner of such material and dimensions as Board of Directors or property manager may deem necessary to properly distribute the weight of such items.

G. Animal Policy

1) Animals shall be limited to two (2) dogs, two (2) cats, two (2) birds, and fish. Fish tanks larger than a removable tabletop shall require prior written approval from the Board of Directors or property manager. Exotic animals and dogs regulated by section 78-22 of the Milwaukee code of Ordinances are not allowed in the building. Any other animals shall require prior written approval from the Board of Directors or property manager.
2) Unit Owners must use the service elevator to transport animals, unless in an emergency. Unit Owners of animals shall take all reasonable actions to prevent their animals from being a nuisance, annoyance, or danger to any of the Unit Owners.
3) All animal waste shall be immediately picked up, and all animal waste and droppings shall be immediately removed and disposed of by the person in control of the animal. Animal waste must be discarded in the trash room or an outdoor receptacle. Animal waste may not be discarded in common areas.
4) All animals shall be leashed and within the immediate control of a responsible person when outside of a Unit. When walking animals through the lobby, owners should use the door exiting out on Prospect Avenue.
5) The Board of Directors or property manager in their sole discretion expressly reserves the right to forbid the presence of a breed of dog considered aggressive in the Condominium.

H. Increase of Insurance Rates.

1) No Unit Owner, nor any family members, agents, employees, invitees, or guests of a Unit Owner shall do or act in any manner in any Unit, Parking Space, Storage Space or in the Common Elements which will cause an increase in the rate of insurance on the Common Elements.
2) No Unit Owner shall permit anything to be done or kept in a Unit, Parking Space, Storage Space or in the Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements, or which would be in violation of any law or ordinance.

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I. Guest Suites.

Two guest suites are available on a first-come, first-serve basis. In the case of competing applications, preference shall be given to the Unit Owner whose last use of a Guest Suite is least recent in time. To allow fair use of the suites, the property manager reserves the right to make reservations during special events and holidays and therefore first-come, first-serve basis may not necessarily apply. Please observe the rules below. These rules are subject to change by the Board of Directors at any time. Daily rates can be found in BuildingLink.

1) All occupants of a Guest Suite must be 21 years of age or older. Children may be allowed with the prior written consent of the property manager or Board of Directors. No child shall be left unattended in any Guest Suite.

2) All reservations and arrangements for the use of Guest Suite must be made personally through the property manager, security staff, or through BuildingLink by the Unit Owner, who shall remain personally liable for all actions of the occupants. Unit Owner must be on site and available while the guest suite is being rented.

3) Reservations may only be accepted up to six (6) months in advance of the arrival date.

4) Reservations are confirmed when a fifty per cent (50%) deposit of the full stay is received.

5) For reservations made after April 1, 2026, a damage deposit of $150.00 is due at the time the reservation is made. This deposit in no way limits the owner's obligations in terms of damages and/or additional cleaning charges. Excessive cleaning and/or damages will be billed and charged to the Unit Owner making the reservation. If there is no damage or other violation noted, the deposit will be refunded.

6) Cancellation of the reservation with at least seven (7) days' notice is eligible for a full refund, including the damage deposit. Cancellations in less than seven (7) days will forfeit the original deposit, unless due to a family emergency, medical, or airline issue, to which the Board may approve a 50% refund. Emergency situations will require 24-hour notice. The entire damage deposit will be refunded in the event of cancellation.

7) Check-in time is 2:00 PM and check out time is 10:00 AM. The key fob can be picked up during check-in at the security desk and must be returned to the security desk upon departure. Keys not returned are subject to a replacement cost of $50.

8) Bed linens, bathroom towels and other amenities are provided by the Association.

9) No Guest Suite may be occupied for more than eight (8) consecutive days without the prior written consent of the Board of Directors.

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10) The fitness center is available for guests to use with a signed waiver. Children under 18 years of age must be accompanied by an adult.

11) Smoking is not allowed in Guest Suites or any common areas of the building. Failure to obey this rule will result in forfeiture of the damage deposit, and any additional cleaning charges will be billed and charged to the Unit Owner making the reservation.

12) Animals are not allowed in the Guest Suites.

13) All other rules of the KTCA apply.

14) Unit Owner will indemnify, defend and hold harmless the KTCA, its agents, employees, representatives, officers, and directors from and against all claims, causes of action, liabilities, damages, losses, judgments, costs, and attorney's fees, for injuries to person or property, incurred or asserted by Unit Owner or any third parties, respecting, relating to, or arising from rental of the guest suite, access thereto, and access to all other areas of Kilbourn Tower.

J. Gathering Room/Lounge (Now referred to as "Rendezvous")

Rendezvous is reserved for the exclusive use of Unit Owners, their families and guests on a first-come, first-serve basis. For all residents' enjoyment, the first-come, first-serve basis may not apply on holidays and other occasions. Refer to BuildingLink for holiday reservation restrictions.

1) Unit Owners must be present for the duration of their reservation.

2) Children shall be under the immediate supervision of adults while at Rendezvous.

3) Reservations for exclusive use can be made through the BuildingLink website, property manager or security staff. Reservations can be made up to six months in advance.

4) Reservations are approved when the room fee is paid in full.

5) For reservations made after April 1, 2026, a damage deposit of $150.00 is due at the time the reservation is made. This deposit in no way limits the owner's obligations in terms of damages and/or additional cleaning charges. Excessive cleaning and/or damages will be billed and charged to the Unit Owner making the reservation. If there is no damage or other violation noted, the deposit will be refunded.

6) Cancellations of the reservation with at least seven (7) days' notice are eligible for a full refund, including the deposit. Cancellations in less than seven (7) days will forfeit the room fee, unless due to a family emergency, medical, or airline issue, to which the Board may approve a 50% refund. Emergency situations will require 24-hour notice. The entire damage deposit will be refunded in the event of cancellation.

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7) Maximum occupancy is limited to 75 people.

8) No person under 18 is allowed unless accompanied by an adult.

9) Smoking is not allowed in the Rendezvous Room or any common areas of the building. Failure to obey this rule will result in forfeiture of the damage deposit, and any additional cleaning charges will be billed and charged to the Unit Owner making the reservation.

10) No animals are allowed at any time.

11) No glitter or confetti is allowed in the room.

12) Temporary free-standing signage provided by the Association is permitted to announce your function at the door, however, taping, tying of any décor or signage on anything other than the free-standing event signage provided is prohibited.

13) Provide the security desk with a list of your invited guests via BuildingLink so they will be allowed access. If a guest arrives that is not on this list, security personnel will contact the owner to confirm access, so it is imperative that a contact number be left with the security desk in connection with the designated reservation. If more than thirty (30) guests are invited to one event, the owner should provide a greeter in the lobby to conduct a check-in for the event.

14) Cleaning of the room is the responsibility of the Unit Owner and should take place immediately following the event.

    a. Glassware should be cleaned in the dishwasher.
    b. Tables should be wiped with a damp cloth and dried. Do not use cleaner or polish.
    c. Trash should be emptied and placed in trash chute. Recyclables should be placed in a recycling bin.
    d. Furniture should be placed in its original position.
    e. Room should be vacuumed.
    f. All lights and audiovisual equipment sound be turned off.
    g. Any food items left after a scheduled event will be discarded immediately. Common area refrigerators and freezers are not storage areas for personal items.

15) Any damages will be assessed by management. If there are no damages or other violations, the deposit will be refunded.

16) Failure to have the room cleaned and returned to its original condition will result in forfeiture of the damage deposit and any cleaning fees will be assessed at a rate of $50/hour and added to your account, and if not paid, such amounts may become a lien

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against the unit as provided in the Association's governing documents.

17) An Inspection Checklist (Exhibit B) must be filled out before and after the event. You will pick up the Inspection Checklist from the security desk or management office. It must be completed and returned prior to the event and picked up and returned after the event. The entire process must be completed before the deposit is refunded.

18) Unit Owner will indemnify, defend and hold harmless KCTA, its agents, employees, representatives, officers, and directors from and against all claims, causes of action, liabilities, damages, losses, judgments, costs, and attorney's fees, for injuries to person or property, incurred or asserted by Unit Owner or any third parties, respecting, relating to, or arising from rental of the Rendezvous Room, access thereto, and access to all other areas of Kilbourn Tower.

K. Fitness Suite

The Board of Directors and/or property manager may promulgate additional rules and regulations for the use of the Fitness Suite, to be posted in a conspicuous place.

1) The Fitness Suite is reserved for the exclusive use of the Unit Owners, their families, and guests. No more than two (2) guests may use the Fitness Suite without being accompanied by a Unit Owner, and every Unit Owner shall remain personally liable for the actions of guests and family while in the Fitness Center. Hours of operation shall be from 5:00 a.m. to 10:00 p.m. daily.
2) No persons under fourteen (14) years of age shall be permitted in the Fitness Suite. Children under 18 years of age must be accompanied by an adult at all times.
3) Fitness Suite users shall immediately clean and/or wipe down any equipment immediately after use and shall obey all posted safety and operation rules.
4) In the event of extraordinary increases in the costs of equipment, liability insurance, permits or other costs related to the Fitness Suite, the Board of Directors shall have the right, but not the obligation, to establish a standard fee for Fitness Suite Use, and/or Special Assessments, as set forth in Article VI of the Declaration, for the cost of extraordinary repair or replacement to the Fitness Suite area or related equipment.
5) Unit Owners should report any equipment defect to security to property manager as soon as possible.

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L. Wine Cellar and Humidor

1) Storage space in the Wine Cellar and Humidor shall be allocated by the property manager, Board of Directors, or the Managing Agent on a reasonable basis to ensure availability to all Unit Owner.
2) No contraband, illegal or hazardous materials may be stored in the Wine Cellar and Humidor.
3) The property manager, Managing Agent and the Board of Directors are not liable for any personal property stored in the Wine Cellar and Humidor, and shall be held harmless from and indemnified by the Unit Owner for any loss, damage, legal action, forfeiture, expense, or other casualty caused by such Unit Owner's use of the Wine Cellar and Humidor.

M. Guest Policy

KTCA prioritizes the need for resident security. It is recognized that the building's security and convenience can be balanced. Authorizing guests for entry to a unit by an owner must follow the procedures outlined below as well as in Section O -Security and Section O i) Butterfly Protocols - of this document. Unit Owners are responsible for the behavior of their guests regardless of how they were authorized. The Association reserves the right to reject authorization of any guest or to refuse entry if it is deemed they are a danger to persons or property in security or management's discretion.

1) For Single Entry/Temporary Guests. Single Entry Guests are those permitted to enter only upon prior notification on a one-time basis. The names of a Single Entry Guest(s) must be provided to the Security Desk via phone or through Building Link prior to arrival. Single Entry Guests may also be authorized via Butterfly. However, during the hours of 7am-11pm, these guests must check in with the Security Desk upon arrival. Single Entry Guests may not authorize additional guests.
2) For Multiple Entry/Permanent Guests (MEG). MEGs are those permitted to enter a unit at any time without notification and whether the resident is home or not. MEGs must be pre-registered through the Building Link website and the Butterfly application. The Butterfly system will allow up to 4 MEGs per unit to be permitted to enter using their respective access code. If a Unit Owner desires to issue more than 4 codes to such Unit Owner's unit, the prior approval of the Butterfly/Building Link Administrator of Kilbourn Tower must be obtained, which approval shall be given only in very limited and special circumstances. Using the Butterfly access system and KeyCafe is encouraged over issuance of keys and fobs to MEGs. (Refer to Section O i) Butterfly Protocols for further information and instruction.
3) Large Groups/Parties. Large Groups/Parties are defined as gatherings where 15 or more people are invited by a Unit Owner to the Rendezvous Room or a Unit. A list of all

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invited guests and the specific location of the event is required to be submitted to the Security Desk at least 10 hours prior to the event to allow time for Security Officers to prepare. Parties or groups larger than 15 will require a Unit Owner to additionally staff the Security Desk to ensure that only authorized guests enter the building and proceed to the designated gathering area. The Unit Owner is responsible for ensuring all guests enter only the designated area as stipulated on the above submission and exit the property.

N. Leasing of Units

1) Primary rules for Unit Leasing are found in Article VIII Section 8.3 of the Declaration.
2) The total number of Units leased, except for Units owned by any Mortgagee, shall not exceed fifteen percent (15%) of the total number of Units in the Condominium unless approved by the Board of Directors.
3) All leases must be approved by the Board of Directors prior to execution.

O. Security

Security in a condominium community is not something that can be outsourced entirely to staff, cameras, or technology. It rests with each of us. A community is only as secure as its least diligent member. That means taking simple but vital steps—like making sure the garage door closes fully behind us and preventing unauthorized entry. When every owner takes responsibility, we build a secure environment together.

GENERAL

1) No delivery persons (including without limitation, food, flowers, dry-cleaning and packages) shall be granted entry into the building past the lobby at any time. It is the Unit Owner's responsibility to pick up all deliveries from the lobby. The only exception is for delivery of furniture, appliances, or other heavy items, which deliveries are by authorized contractors at a pre-approved time, which shall be through the contractor door entrance and service elevator.

2) Residents or guests should not allow entry to any unknown person. It is crucial that unknown individuals use their own authorized entry code or device to gain entry. If a Unit Owner encounters someone they do not recognize outside the building, they should either:
   a) Request that the person waits outside until the Unit Owner is inside, and use their own entry-code or device to enter, or
   b) Ask the person to enter first using their entry code or device to confirm they are authorized to enter.

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3) Residents and guests should wait until the exterior door is fully closed and locked before leaving the area. Since the disabilities door on Kilbourn Ave closes slowly by design, Unit Owners and guests are encouraged to use the Prospect Ave or contractor door.

4) In the event a Unit Owner believes an unauthorized person has entered the building, the Unit Owner should inform the on-duty Security Officer about the possible breach. If a Security Officer is not on duty, the Unit Owner should call 911 and report the unauthorized entry.

5) The stairs shall not be used for entry to any floor except the floor you reside on.

6) Unit Owners shall inform their guests and persons they allow entry of these security rules. The Unit Owner is responsible for compliance with these Rules and Regulations by such persons.

7) When entering or exiting the parking garage, the driver shall not leave the area until the garage door has closed. If an unauthorized person or vehicle has entered the garage, then the Unit Owner should call 911 and/or the Security Desk to report the unauthorized entry.

8) The Unit Owner responsible for enabling an unauthorized entry to the building or parking garage may be held responsible for all loss, damage, or injury caused in connection with the unauthorized entry.

GARAGE DOOR ENTRY AND EXIT

1) When approaching the ramp toward the exit to the parking garage, the caution light, mirrors and the entering vehicles' headlights should all be used to alert you whether a car is entering the garage. Proceed up the ramp after the vehicle entering the garage has passed or you do not see a vehicle entering.

2) To reduce the opportunity for unauthorized persons to enter the garage, the door closing time has been reduced from 9 seconds to 6 seconds.

3) Cars should enter the garage on an individual basis.

4) If someone has entered the garage ahead of you, wait until the door closes before opening the door to enter. There should be no piggybacking.

5) When exiting or entering the garage, the Unit Owner/driver shall not leave the area just outside the door until the garage door has closed.

6) When entering the garage, pull in sufficiently to allow the garage door to close and wait until it is completely closed before continuing.

7) When exiting the garage, move forward cautiously until the sidewalk is clear and pull out sufficiently to allow the door to close before leaving the area. If someone is exiting behind you, leave the area, allowing them to exit the garage and wait until the door closes.

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8) If someone tries to enter the garage either on foot or by vehicle, call 911. If a SO is on duty, they will see the violation on the security camera and also report the unauthorized entry.

9) If unauthorized person(s) enter(s) the garage:
   a) Confirm all car doors are locked and windows are shut.
   b) Call 911.
   c) Use the panic button on the ignition key.
   d) Honk the horn repeatedly.
   e) Keep the car running.
   f) Keep lights on.
   g) Stay in the vehicle with the car running.
   h) If possible, back out of the garage.

FOBS

Keyless Entry Remote Transmitters (Fobs) for building entry and elevator floor access are issued by the property manager on a basis of 2 per Unit unless there are additional adults residing in the Unit. If additional adults reside in the Unit beyond 2, fobs will be issued in the amount of 1 per adult. The number of fobs issued should not exceed the number of adults permanently residing in the Unit. Lost or stolen fobs create a security breach and should be reported immediately to the property manager for deactivation. The charge for a first time replacement is $25; any subsequent replacement is $75 per device.

BIKE/PACKAGE ROOMS

The bike and package rooms will be locked by a second shift Security Officer at approximately 11pm, however access to these rooms is available to all Unit Owners on a 24/7 basis using a fob. If entering between 11pm and 7am, a fobs or a ButterflyMX code will be required. Upon exiting these rooms, the Unit Owner must ensure that the door is closed and locked. The doors to these rooms will be opened by a first shift Security Officer at approximately 7am.

NEWSPAPERS

Newspapers will be delivered to Unit Owners by first shift Security Officers. If a Unit Owner desires, they can retrieve their newspaper in the lobby before 7am. The newspapers will be left in a basket on the Front Desk with respective unit numbers indicated on the top right of the paper.

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BUTTERFLYMX PROTOCOLS

At or around January 2025, ButterflyMX security technology and KeyCafe will be available for use on a 24/7 basis. This will be the primary access for guests and Unit Owners between the hours of 11pm and 7am. Fob access is also available during this time.

1) No delivery persons whatsoever (including without limitation, food, flowers, dry-cleaning, and packages) shall be granted access to the building using the ButterflyMX system. No codes shall be given to or buzzing in of any delivery person shall be permitted. The Unit Owner shall be responsible for all pick-ups of deliveries outside of the exterior door of the building during the hours of 11pm to 7am.

2) A total of no more than 4 codes shall be given out by any Unit Owner to MEGs. The Unit Owner shall register their guests in the BuildingLink and ButterflyMX applications. If a Unit Owner desires to issue more than 4 codes to the Unit Owner's unit, the prior approval of the ButterflyMX Administrator (property manager) of Kilbourn Tower must be obtained; approval shall be given only in very limited and special circumstances.

3) When using the ButterflyMX system, Unit Owners and their guests shall not enable entry to the building by any unauthorized persons. Before leaving the exterior door area, the entering or departing person shall wait until the door has closed and locked.

4) Since the Kilbourn Avenue accessible door closes slowly by design, Unit Owners and their guests are encouraged to use the Prospect Avenue door or the contractor door as these doors close at a faster rate. Unit Owners entering or exiting should wait until the exterior door closes and locks to prevent entry by unauthorized persons. The Kilbourn Avenue accessible door should be used only when necessary.

5) If there are persons unknown to a Unit Owner at any entry to the building, the Unit Owner should request that the person(s) either 1) wait outside until the Unit Owner is inside; or 2) request that the person(s) enters first to confirm that they are authorized to enter. Under no circumstances should Unit Owners enable unknown persons to enter the building. It is imperative that they enter with their own code or device. This may be an uncomfortable interaction, but the alternative is giving access to people that should not be in the building.

6) In the event a Unit Owner believes an unauthorized person has entered the building, the Unit Owner should inform the on-duty Security Officer about the possible breach. If a Security Officer is not on duty, the Unit Owner should call 911 to report the unauthorized entry.

7) The stairs shall not be used for entry to any floor except the floor you reside on.

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8) Unit Owners shall inform all persons to which they have given codes or have buzzed in of these rules and regulations as to Security and shall be responsible for compliance with these Rules and Regulations by such persons.

9) The Unit Owner responsible for enabling an unauthorized entry to the building shall be responsible for all loss, damage or injury caused in connection with the unauthorized entry.

P. Smoking

Smoking is not permitted in any areas which are part of the General Common Elements.

Q. Real Estate Brokerage/Open House Guidelines

1) Broker Open Houses are allowed during weekdays (no weekends to respect owner privacy) and may be scheduled through the property manager.
2) No Public Open Houses at any time.
3) Realtors and guests need to sign in upon arrival at the front desk with security, regardless if they have a key or not.
4) Following security procedures, Realtors are asked not to visit any sites other than the Unit (s) that they have signed in to show. A member of the management office can be contacted through the security desk to conduct a tour of the property amenities with the exclusion of the fitness room amenity.

R. Alterations to Unit

Unit Owners should have early discussions with the property manager regarding any contemplated changes to unit. There are some alternations that can be made to the interior of the Unit without Architectural Control Committee (ACC) approval. A contractor making any changes will need to meet the contractor requirements in Section S of this document and abide by the Contractor & Construction Rules & Regulations (Exhibit "A").

1) Changes that do not require approval from the ACC include the following:
   a) Painting and wall coverings. Note the following:
      i) Exterior walls and columns must maintain a neutral color tone.
      ii) Fan coil unit covers must not be painted in place as access to these units required semi-annually.
      iii) Sprinkler covers cannot be painted.
      iv) Brushes and other equipment cannot be cleaned onsite.

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b) Installation or replacement of lighting fixtures or outlets if they are completed by licensed contractor.

c) Flooring replacement if approved by property manager to ensure they meet building requirements. In order to minimize the transmission of impact and sound between adjoining Units, all hard surface flooring including (but not limited to) stone, wood or ceramic selected by the Unit Owner must include installed underlayment that meets or exceeds a field impact insulation rating of 65IIC (Impact Insulation Class) and 65 STC (Sound Transmission Class). Any proposed penetration of concrete flooring requires ACC approval.

d) Hanging of artwork that does not pierce the floor or penetrate the wall in a manner that would affect plumbing, electrical or HVAC.

e) Minor plumbing repairs and plumbing fixture replacements if they meet the 125 psi requirements (80 psi for toilets) and are installed by a contractor meeting the requirements outlined in Section S.

f) Laundry appliances can be replaced by a contractor. If the dryer is removed and replaced, the dryer vent should be cleaned at that time. Supply and drain lines should be replaced at the time of new installation.

g) Installation of closet organization systems.

2) Changes that involve the approval of the ACC include the following: See the Architectural Control Committee Operating Guidelines for specific requirements.

a) Modifications, replacements, demolition, or removals potentially any walls, flooring, ceilings, or cabinetry.

b) Penetrations through common walls, floors, or ceilings.

c) Remodeling or alterations potentially affecting building structural components.

d) Modifications or additions to plumbing systems including fire sprinklers, natural gas lines and plumbing fixtures that involve movement or addition or removal of piping.

e) Modifications or additions to electrical systems including switches, outlets, fixtures, and fire alarms.

f) Modifications or additions to the heating, ventilation, or air conditioning systems.

g) Replacement or modification of appliances requiring electrical, gas, HVAC ventilation installations.

h) Changes to window coverings/treatments or the structural column finishes that are visible from the exterior

i) Modifying, removing, or adding doors, cabinetry, countertops, or other millwork items.

j) Modifying, adding, or replacing attached specialty items

k) Installation of carpeting and rugs that penetrate concrete flooring.

l) Any other renovation-related removals or modifications.

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3) Changes that are not permitted under any circumstances include the following:
   a) Painting or wall covering that is visible to exterior that is any other than a solid, neutral tone.
   b) Changes to entry or patio doors or hardware, window frames and hardware.
   c) Changes that alter the general appearance or structurally alter balconies.
   d) Changes that would require piercing of concrete exterior walls.
   e) Installation of exterior awnings, canopies, enclosures, doors, or windows.
   f) The installation of any television or radio antennas or any device used for reception of radio waves.

S. Contractor Requirements.

LICENSE: The contractor must be licensed and insured in the State of Wisconsin.

INSURANCE: The contractor shall provide occurrence-basis insurance, with the coverage indicated below, prior to commencing the work and continuously throughout the term of this contract. Note that the condominium association and the Managing Agent shall be named as an additional insured for this property. The following sentences must be on all certificates under the "description of operations" section to be considered valid:

Certificate Holder should read as:
Kilbourn Tower Condominium Association,
c/o Founders 3 Real Estate Services
923 E. Kilbourn Avenue
Milwaukee, WI 53202
Additional Insured: Kilbourn Tower Condominium Association, Inc.

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REQUIREMENTS:

Description	Minimum Limits
Commercial General Liability	
General Aggregate	$2,000,000
Products-Completed Operations Aggregate	$1,000,000
Personal Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Comprehensive Automobile Liability	
All Owned, Non-Owned & Hired	
Combined Single Limit for Each Occurrence	
Bodily Injury per Person and per Accident	$1,000,000
Property Damage	$500,000
Umbrella Liability	
Each Occurrence	$5,000,000

Contractors performing work which is not considered a high hazard to the Association (e.g., painters, countertops, carpet cleaning) must maintain at least a $1,000,000 umbrella policy.

Workers Compensation Insurance $500,000 each occurrence
The worker's compensation must include all employees and company owners.

All contractors working on-site must agree to the Contractor & Construction Rules and Regulations (Exhibit A) before commencement of work. Rules include but are not limited to the following.

a. All contractors must be scheduled in advance with property manager or security.
b. Contractors must check in with security before commencement of work.
c. Contractors are limited to use of Service Elevator.
d. The loading zone on Kilbourn Avene can only be used for loading and unloading.
e. Contractor vehicles are not allowed in resident garage.
f. Acceptable work hours are Monday through Friday 8:00am to 5:00pm.

T. Enforcement

Management and the Board of Directors have the responsibility and authority to enforce these rules and regulations and can utilize fines and other legal proceedings to enforce the rules. Violations should be reported to management as soon as possible.

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Upon receipt of a complaint or upon the initiation of an enforcement action by the property manager, one or more of the following actions may be taken:

1) First Violation. The Property Manager shall issue a written warning to the violator requesting compliance (in addition to any costs for cleaning/repair), unless the violation is egregious or intentional such that a fine may be imposed per 2 below.
2) Second Violation. The Property Manager shall issue a fine of $50 per day (in addition to any costs for cleaning/repair) per violation until the violation is remedied. Fines must be paid within 30 days, unless contested in writing. Any contested violation shall be ruled upon by the Board within 30 days, and payment made 30 days thereafter if violation is not reversed by the Board.

3) Third Violation. The Property Manager shall issue a fine of $100 per day (in addition to any costs for cleaning/repair) until the violation is remedied. Fines must be paid within 30 days, unless contested in writing. Any contested violation shall be ruled upon by the Board within 30 days, and payment made 30 days thereafter if violation is not reversed by the Board.

Fines are considered Special Assessments and shall be collectible as such, subject to the late payment penalties as defined in the Bylaws, Article XI, Section 2.

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Exhibit A: Contractor & Construction Rules and Regulations

CONSTRUCTION PROCESS

- All contractors must submit Certificates of Insurance to property manager prior to the commencement of any work. The appropriate language and certificate requirements are listed on the pages following the signature page of this document.
- All applicable building permits must be obtained and submitted to property manager prior to the commencement of any work.

CONTROL OF THE SITE

- Contractors must check in and out with security each time they enter the building. Entrance must be made through the service door and use service elevator.
- During the course of the work being performed, the contractor shall be responsible for the safety of the occupants and workmen, and shall protect the same as required by law.
- All public areas in the building affected by the construction must be adequately protected to prevent any damage.
- No mess may be made or left in any non-work areas, or in areas that are in view of building occupants or the general public. The contractor is responsible for the prevention of any mess that occurs as a result of the contractor's presence in the building or at the site. This include placement of walk-off mats and plastic dust barriers as appropriate.
- The contractor is responsible to clean any mess and/or repair any damage that occurs as a result of the contractor.
- All work shall be in accordance with City codes, as well as applicable safety codes.
- Dollies and carts must be fitted with rubber wheels. Items must be transported via the service elevator.
- Because the building is post-tension, no drilling is allowed into the concrete floor without Architectural Control Committee (ACC) approval.
- All contractors, subcontractors, or any other persons who perform work on or within the building, shall provide prior notice to the Property Manager. A representative of the property manager or KTCA has the right to accompany the person or persons performing the work.
- The service elevator must be protected with padding during work that could damage the interior of the elevator. All Common Area floors and walls must be protected with builder board or equivalent protective barriers to prevent damage.
- All trash and debris must be carried off-site on a daily basis. The trash room in the building and the trash chutes may not be used for disposing of construction, demolition or installation debris.
- A contractor licensed in the State of Wisconsin and approved by the ACC must perform flooring installation, electrical and plumbing work. All plumbing must be properly insulated for sound and must be isolated from walls, studs, joists, ceilings and flooring.
- Any plan to temporarily disconnect a Unit's utilities must occur on a date coordinated with the Property Manager. At least 5 Business Day notice is required. In the event the services

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of the property manager or KTCA are necessary, the Unit Owner must pay all expenses (including overtime) when using such services.

- Working Hours are limited to Monday through Friday, 8:00 a.m. to 5:00 p.m. No work is allowed on weekends or on the following holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas Day. Workers may access the Community thirty minutes before the applicable Working Hours, but may not make any disruptive noise until Working Hours begin. Painting that does not disrupt others and work that does not create disturbing noise, vibrations or odors is not subject to the Working Hours limitation.
- Contractors must use their own equipment. The use of Common Area electrical facilities, and KTCA tools and equipment is prohibited. Workers are also prohibited from using their equipment in the parking areas or garage or other Common Area. KTCA is not responsible for the disappearance of any tools, equipment or materials left in the Common Area or KTCA grounds.
- The front door of each Unit must be kept closed during construction in order to contain dust, dirt, noise, paint fumes, etc. Every effort must be made to minimize excessive noise, dust and odors from affecting surrounding neighbors.
- All work performed outside of project site must be coordinated with the property manager.
    - service elevator usage (subject to availability)
    - Sprinkler / life safety shutdown
    - HVAC shutdown
    - Access to site after normal business hours
    - Trash removal operation
    - Security Detail
- Tradespersons are not allowed on passenger elevators.
    - The service elevator must be used at all times to access or egress the work area.
    - Construction workers should not use the stairwells to access other floors unless an emergency situation arises.
- Contractor is responsible for cleaning the site and for the removal of all trash generated.
    - Contractor may not place trash in any dumpster, other than that which the contractor has provided.
- Any common corridors must be lined with polyethylene sheeting.
- The contractor is responsible for leaving service elevators and related work areas "broom clean" on a daily basis. Contractor will incur costs for clean up if areas are left dirty, including servicing of the elevator.
- Deliveries and service elevator operation – the following guidelines have been established to facilitate the operation of the service elevators:
    - Absolutely no deliveries will be allowed through the main lobby.
    - Deliveries must be scheduled in advance with property manager to coordinate the use of the loading dock and the freight elevator after hours.
    - Normal freight elevator hours of operation are Monday through Friday from 8:00 a.m. to 5:00 p.m. unless prior approval.
    - During the above hours, deliveries of furniture, equipment and construction materials which will occupy the elevator so as to preclude others from using it is not allowed.

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CONTRACTOR'S EMPLOYEES

- Contractors are to enter and exit the building via the service door.
- Contractor and its employees must understand that the occupants of the building must be accorded the highest level of respect.
- The 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 deemed to be offensive to others, including profanity is prohibited on site.
- Smoking is not allowed in the building.
- 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 the property manager reserves the right to ban that employee from the site without change to contractor's price or other terms and conditions.
- Contractors are not to use on-site restrooms. Prior arrangements to rent a portable toilet must be made.

LIFE SAFETY

- The contractor must submit material safety data sheets for any hazardous or combustible materials used on projects.
- Prior to work commencing in a construction area, it is the responsibility of the contractor to insure that fire extinguishers and first aid kits are easily accessible to all workers
- The contractor must use smoke detector covers for construction work that may create dust, smoke, fumes, etc.
- **Fire & Safety:** An ACC approved contractor must be used for any changes to fire/safety equipment or any construction/demolition that may affect fire/safety equipment (e.g. alarms, sprinklers, emergency lighting). No one shall remove any permanent smoke detectors, sprinklers, security speakers or fire safety devises anywhere in or about a Unit, the Common Area or the Association Property. If spray paint, sanding, or any other work that could potentially set off the smoke detectors or fire sprinklers will be performed, it is permissible to cover smoke detectors and/or fire sprinklers with plastic (and no other material), but the plastic must be removed at the end of the each day. A fine of $250 will be charged for each smoke detector or fire sprinkler left covered overnight. Arrangement with the Association c/o the Property Management Company needs to be made in order to cover and protect smoke detectors located in the Common Area corridors adjacent to the Unit.
- **Fire Exits & Stairways:** Fire exits, stairways and Common Areas may not be blocked at any time.

Each Unit Owner is responsible for any violations by such Unit Owner's contractor or subcontractors of the ACC guidelines, the Rules and Regulations and the Declaration. KTCA and/or the property manager reserves the right to stop any work that is in violation of the Rules & Regulations, creates a fire or safety hazard, or interferes with activities on the Association Property.

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I have received, read and understand KTCA “Contractor & Construction Rules and Regulations” and have complied with the specified insurance and licensing requirements.

Contractor Name:_____

Contractor Company:_____

Signature:_____

Date:_____

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Attachment to Exhibit A
Insurance Requirements for Contractors & Vendors

INSURANCE: The contractor shall provide occurrence-basis insurance, with the coverage indicated below, prior to commencing the work and continuously throughout the term of this contract. Note that the condominium association and the managing agent shall be named as an additional insured for this property**.** The following sentences must be on all certificates under the "description of operations" section in order to be considered valid:

Please email to mhayward@founders3.com

Certificate Holder should read as: Kilbourn Tower Condominium Association, Inc.
C/O Founders 3 Real Estate Services
923 E. Kilbourn Avenue
Milwaukee, WI 53202

Additionally Insured: Kilbourn Tower Condominium Association, Inc.

REQUIREMENTS:

Description	Minimum Limits
Commercial General Liability	
General Aggregate	$2,000,000
Products-Completed Operations Aggregate	$1,000,000
Personal Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Comprehensive Automobile Liability	
All Owned, Non-Owned & Hired	
Combined Single Limit for Each Occurrence	
Bodily Injury per Person and per Accident	$1,000,000
Property Damage	$500,000
Umbrella Liability	
Each Occurrence	$5,000,000

Contractors performing work which is not considered a high hazard to the Association (e.g. painters, flooring, counter tops, carpet cleaning) must maintain at least a $1,000,000 umbrella policy.

Workers Compensation Insurance $500,000 each occurrence

The worker's compensation must include all employees and company owners

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Exhibit B: Rendezvous Room Inspection Checklist

Name_____ Unit_____Date_____

Check-In Inspection:

Time in _____ am / pm	IN X=OK
Trash and recycle bins have liners and are empty of garbage.	
Appliances are clean inside and outside.	
Furniture and/or tables and chairs are clean, in place, and show no signs of damage.	
Floors are mopped and vacuumed.	
Note any carpet stains.	
Countertops & sinks are clean.	
Restroom toilets and sinks functioning and clean.	
TV, remote, and sound bar present and operational.	
Comments:	

Notes:

1. Please return this inspection form to the management office/security desk prior to the start of the event.
2. The room must be returned to the condition noted above. The list below indicates tasks to be completed to return the room to its original condition and receive a full deposit refund.

_____ _____

Owner signature Accepted By: Management/Security Desk

Check Out Inspection

Time out _____ am / pm	OUT X=OK
Trash and recycling emptied and placed in the trash room.	
Glassware should be cleaned in the dishwasher. Soap is provided under the sink.	
Appliances are clean inside and outside.	
Tables and chairs are wiped down with damp cloth (water only), are in place, and show no signs of damage.	
Floors have been mopped or vacuumed as needed.	
Note any carpet stains.	
Countertops & sinks have been wiped down.	
Restroom toilets and sinks are functioning and clean.	
All lights and audiovisuals are off; TV, remote, and sound bar present and operational.	
Comments:	

Notes:

1. Check-out inspection will be completed immediately after event or next day if applicable.
2. Room cleaning is the responsibility of the Unit Owner and must be completed immediately after event.
3. Failure to clean the room will result in forfeiture of the deposit, and any cleaning fees will be assessed at a rate of $50/hour and added to owner account.

_____ _____

Owner signature Accepted By: Management

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