

1522 *On the Lake*

Condominium Association, Inc.



Rules & Regulations

Revised March 2026

The following administrative rules and policies are adopted & updated on a regular basis by the 1522 On the Lake Condominium Association, Inc. ("Association") for the purpose of assuring that the Condominium is operated in an efficient and orderly manner to create a pleasant and safe living environment.

Latest update includes Board approved revisions throughout. Addition of Sections 1a, 1b, 2b, 2c, 2d, 5c, 9, 14b, 14c, 14d, 14e, 14f, 15c, 16a, 16b, 16d, 16e, 16f, 16g, 16h, 16i, 16j, 21, 27.

New Board members listed effective 3/25/2026.

This document may be amended at any time by the Board of Directors of the Association.

Welcome to 1522 On the Lake Condominiums!

Your 1522 On the Lake Condominium Association, Inc. Board of Directors hopes your time in our community is enjoyable for you and your guests. To that end, 1522 offers amenities including concierge service, an equipped fitness center, a community room, an extensive outdoor terrace, limited onsite guest parking, and a guest suite.

The Board of Directors strives to assure the fair and equitable availability of the aforementioned facilities and amenities to all Owners, Residents, and Guests, as well as the maintenance and proper operating condition of other common elements and systems of the building.

The Board encourages you to get to know your neighbors and allow your neighbors to know you. The Association, through one of its committees, plans and schedules several casual events every year to facilitate neighbor-to-neighbor contact.

Condominium Rules and Regulations are a core part of the governing documents that dictate how a condo community operates on a day-to-day basis. They define responsibilities for Owners and the Association and are legally binding.

While the Declaration is recorded with the state and defines the property, unit rights, and restrictions on use and the Bylaws detail the Association's internal operations, like running meetings, electing boards, voting rights, and financial management, the Rules & Regulations address more specific rules to set behavior standards for residents in and visitors to the community and to manage common areas.

The purpose of the Rules & Regulations is to maintain quality of life, protect property values, regulate use of shared spaces/amenities, help ensure safety, prevent conflicts, and verify compliance with state and local laws.

New Owners must contact the Property Manager after your closing for a brief orientation and to fill out new homeowner forms. At that time, the Property Manager will ensure you have copies of the condominium governing documents that you docusigned during the real estate purchase process. If there have been any subsequent revisions to the documents, an updated document will be provided for your signature.

1522 On the Lake Condominium Association, Inc. Board of Directors:

Deb Holtkamp – President

Gregg Jozwik – Member

Rebecca Nguyen – Secretary & Treasurer

David Peterson – Vice President

Carol Wolcott – Member

1522 On the Lake is professionally managed by Founders 3 Real Estate Services.

1522 On the Lake Emergency Telephone Numbers

Emergency/Police

- Milwaukee Police 911
- Milwaukee Police – Non-Emergency 414-933-4444
- Milwaukee Fire Department 911

Emergency/Medical

- Medical Emergency 911
- Poison Control 911

Founders 3 Maintenance Emergency On-Call Number 1-800-708-7462

We Energies (Gas Leaks) 1-800-261-5325

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1. General Building Information

- a) **Understanding a Community Association:** Some Owners at 1522 On the Lake may have lived in a condominium community for quite some time, either here at 1522 or in another condo(s), while other Owners may be experiencing the community association lifestyle for the first time. Regardless of how familiar you may be with community associations, it is important to state and for all Owners to understand the basic concept of how a community association is governed in the state of Wisconsin. To that purpose, the following explanation is excerpted from a guide compiled by Kaman & Cusimano LLC, our experienced and reputable community association attorneys.

Some Owners may think they have bought into a democracy in which they are entitled to vote on everything. Some Owners may think they have bought into a social organization where decisions are made casually. Other Owners may believe that a community association is run similarly to a civic organization or to a union where the Board makes a recommendation to the members who then vote on the recommendation. A community association is none of these things

A community association is a business, subject to a corporate form of governance. By buying into the Association, an Owner has the primary right to attend the annual meeting during which the election of the Association's governing Board takes place. Board members are volunteers elected from the Owners. The Board has been elected to make decisions and act in the way it believes to be in the best interest of the entire community Association.

In this role, the Board determines the level of assessments, the employees of the Association, the Rules & Regulations that govern the community, and the day-to-day operations of the property. If an Owner is not satisfied with the Association operations, that Owner has the right to send comments in writing to the Board, to share feedback at a public meeting of the Association Board, or to run for an open Board position at the annual meeting.

Common sense, cooperation, and individual rights giving way to the best interest of the community is the foundation of a successful Association. You are encouraged to participate in and embrace this lifestyle at 1522 On the Lake.

- b) **Role of the 1522 On the Lake Condominium Association, Inc. Board of Directors:** There are literally dozens of tasks that go into handling the day-to-day operations of the 1522 On the Lake Condominium Association, Inc. These tasks include financial responsibilities such as collecting assessments, preparing financial reports, managing income and expenses, and managing insurance policies; administrative duties like maintaining correspondence/ minutes/records, organizing and overseeing Board meetings as well as the Annual Meeting, and obtaining legal guidance; and property maintenance deliverables including identifying projects and their priority levels, keeping maintenance records, researching cost effective long-term solutions, developing RFPs, specifications, and contracts, and hiring and supervising contractors.

After reviewing this broad list, you are likely to have a better understanding of why a volunteer Board needs assistance from a Property Management company. Remember, your 1522 Board members are unpaid volunteers with families and their own lives. Some work full-time and all have other obligations to fulfill beyond their roles on the Board. Board members are not available at all times, so please communicate, be patient, and be reasonable in your expectations.

- c) **Property Management:** Founders 3 Real Estate Services has been selected to help manage the operations of 1522 On the Lake Condominiums. Your Property Management team contacts are as follows:

Brandon Grosz, Property Manager

Phone: 414-396-4058 during normal business hours*

Email: 1522@Founders3.com

Hours: The Property Manager works both onsite and offsite. The Property Manager is typically onsite on Monday, Wednesday, and Friday.

It is important to keep in mind that the Property Manager is a part-time role at 1522. Some of the Property Manager's time will be spent in the building. When not at the 1522 office, contact the Property Manager via phone or email.

*If reaching out for a non-emergency situation, the Property Manager will respond the next business day.

A portion of the Property Manager's weekly hours will be available for "office" hours to address Owner's/Resident's requests/needs. These office hours will be posted outside the 1522 office door and communicated in the periodic Manager's Update email messages. Owners should schedule time in advance with the Property Manager during these available windows.

Jean-Louis Bolar, Concierge

Phone: 414-289-7602

Email: 1522FrontDesk@gmail.com

Hours: The Concierge hours are Monday through Friday from 8am to 4pm.

Ken Dombrowski, Building Engineer

Phone: Call the Property Manager for service

Hours: The Building Engineer works onsite Monday through Friday from 7:30am to 3:30pm (hours may vary). For after-hours matters that require immediate attention, please call Founders 3 answering service at 1-800-708-7462.

- d) **Office:** The 1522 office is located just outside the lobby near the elevators. The office has a copier/scanner and document shredder, made available for Resident use.
- e) **Building Directory/Vestibule/Lobby:** The building directory is located at the south door of the main entrance on the ButterflyMX door access system. Instructions are available on the keypad for how to contact a Resident in the building and to gain admittance to the lobby. More information about how this system works is in Section 3. During the hours when staff are present at the lobby desk, the outer doors of the front vestibule are unlocked. Front desk staff will admit visitors through the inner entrance doors and into the lobby area where they will sign in at the front desk.
- f) **No Smoking Policy:** Smoking is not permitted in any of the interior or exterior common areas, including, but not limited to, the lobby, community room, Guest suite, garage, terrace, or the patio next to the community room.
- g) **Solicitation Policy:** Outside solicitors are not allowed in the building. Owners/Residents may not solicit, either in person or under any unit door, for any purpose.
- h) **Property Website:** For Resident access to the website, go to 1522ontheLake.com and register as a Resident.

- i) **Postal Service:** Postal Service is provided to the mailroom located off the main lobby. Each unit has its own locked mailbox. A box for outgoing mail is also located in the mailroom. Package deliveries will either be inserted into a package mailbox with a key placed in the Resident's mailbox, or may be picked up at the front desk.
- j) **TV/Spectrum:** Spectrum TV Select plus Paramount+ with HBO Max, Showtime, Disney+ Basic and a choice of 1 free Spectrum receiver or 1 free XUMO stream box (requires Resident to subscribe to Spectrum Internet) are included in your monthly association fees. 1522 has negotiated and pays a bulk TV rate from Spectrum. If you are interested in ordering additional services (i.e., premium channels, internet, etc.) at your expense, please contact Spectrum Customer Service at 833-697-7328.
- k) **Association Payments:** Monthly Association Fees are due on the first of each month. Special Assessments are due as scheduled. Charges for other items/services purchased from the Association, such as Guest Suite usage, filters, etc., are due when the item(s) or service(s) are provided.
 - i. A late fee of \$25 will be charged for all monthly Association fees paid after the 10th of the month.
 - ii. A late fee of \$25 will be charged for all items/services that have not been paid in full within 30 days of the item/services being provided.
 - iii. Interest will be charged on delinquent balances at the compound rate of 18% per annum.
 - iv. As a courtesy, the Owner/Resident will be notified by the Property Manager if any amount is overdue by 60 or more days and that a lien will be filed if all amounts due are not paid in full within 30 days of the notice.
 - v. Excessive delinquency will result in legal action. All legal costs and actual attorneys' fees incurred by the Association in collection and enforcement actions shall be the responsibility of the Owner.
 - vi. Monthly Association Fees can be paid via Bill Pay or Auto Pay from your bank account. Make sure your unit number is included. The address for bill pay set-up is: 1522 On the Lake c/o Founders3, 13400 Bishops Lane, Suite 190, Brookfield, WI 53005.
 - vii. ACH payments can be arranged with the Property Manager only for the monthly association fees or special assessments. Other items/services purchased from the Association must be paid by check or bill pay from your bank account.
 - viii. Per the Bylaws, Special Assessments must be paid within ten days after the scheduled due date. Late fees and interest will be applied in the same manner as set forth for delinquent monthly Association Fees and other items/services purchased from the Association.

2. Owner/Association Responsibility for Repairs and Maintenance

a) Managing Repairs and Maintenance

- i. Owners should contact the vendor directly for repair and maintenance of areas that are the Owner's responsibility.

- ii. All repairs and maintenance must be completed to building standards. Repairs and maintenance of windows, patio doors, balconies, and hallway entrance doors must include consultation with the Property Manager, so repairs and maintenance are done to building standards.
- iii. Contractors working in the building are required to have proper credentials and insurance on file in the office.
- iv. It is recommended Owners share this schedule with their Insurance Company to ensure you have the right coverage
- v. This schedule will be updated as the need arises.

Damage/Maintenance to:	Who Fixes	Who Pays
Windows/Patio Doors- responsible for the cost of complete replacement of the unit window and door systems (frames and glass) upon reaching the end of their useful life	Association	Owner
Windows – condensation on inside	Owner	Owner
Windows – broken seal creating fog between panes	Owner	Owner
Windows – hardware repair or replace	Owner	Owner
Windows – interior seals repair or replace	Owner	Owner
Windows – replacement of broken or cracked	Owner	Owner
Window screens – repair or replace	Owner	Owner
Windows – outside flashing or outside sealant to be repaired	Association	Association
Patio doors – screen repair/replacement	Owner	Owner
Patio doors – glass replacement	Owner	Owner
Patio doors – hardware repair or replace	Owner	Owner
Patio doors – general repair and maintenance (including track repair)	Owner	Owner
Patio doors – interior caulking, sealing	Owner	Owner
Patio doors – outside flashing or outside sealant to be repaired	Association	Association
Balconies/patios– If damaged by owner, repair and maintenance to building standard	Association	Owner
Pavers if damaged by owner or replaced at owner's request repaired/replaced to building standards	Association	Owner
Balcony/Patio deterioration due to aging to include repairs to sealants, cracks, railings, replacement of perimeter sealants, application of a waterproof coating	Association	Association
Unit description: A "Unit" is that part of the Building that is not a Common Element and is intended for individual, private use, comprised of one or more cubicles of air at one or more levels of space having outer boundaries formed by the interior perimeter walls, including the drywall forming them, unfinished floors, ceilings, windows, window frames, doors and door frames of the Unit, as shown on the Building and floor plans which are part of the Condominium Plat (the "Plat"), together with all fixtures and improvements therein contained. All installations for providing power, light, gas, hot and cold water, heating, refrigeration, and air conditioning exclusively to one Unit, and all drywall within a Unit, shall be considered a part of that Unit.	Owner	Owner
Unit interiors – repair and maintenance	Owner	Owner
Unit contents – repair or replacement due to fire, water infiltration, or damage due to other issue	Owner	Owner

Damage/Maintenance to:	Who Fixes	Who Pays
Unit interior – repair drywall damage caused by fire, water infiltration, or other issue originating in common areas	Owner	Owner
Unit interior – investigation to identify source for air, water infiltration and some other issues affecting units	Association	Association
Storage areas – repair and maintenance	Association	Association
Storage areas owner contents – damage due to air, water intrusion, and other issues	Owner	Owner
Building exterior (excluding exceptions as stated previously) – repair and maintenance	Association	Association
Common areas – repair and maintenance	Association	Association
Condo unit entrance doors – repair and maintenance	Association	Owner
Utility lines, mechanical equipment and fixtures which serve the unit exclusively – repair and maintenance	Association	Owner
Common elements or limited common elements – willful or negligent act of an owner or invitee resulting in damage	Association	Owner

b) Damage to a Unit

If a Unit is damaged due to the act or omission of another Unit Owner, or in any event, if the source of the damage is within another Unit, the Owner of the Unit who is the source of the damage is responsible for the cost of repairing the damaged Unit(s), to the extent the damage is not covered by insurance.

c) Unit Entrance by Association for Maintenance, Construction or Repair

- i. As stated in Section V of the Declaration “The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of improvements or systems for which the Association is responsible. Such entry shall be made with prior notice to the Owners and with as little inconvenience to the Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense.” The condition of the Unit to be entered for maintenance, construction or repair of improvements or systems for which the Association is responsible will be documented and recorded via images and/or video and any necessary notes of explanation before any work begins. Following completion of the work, the condition of the unit will again be documented and recorded via images and/or video. Any recorded damage must be repaired as promptly as possible based on the nature of the repair and the availability of the required material(s) and contractor(s).
- ii. If the Owners wish to make a claim to the Association for any damage caused thereby, the required claim form may be obtained from the Property Manager. Such claim, whether for repair or reimbursement, must be completed, along with required documentation to support the claim, and submitted to the Property Manager within 30 days after any entrance or completion of any work done by the Association or its designated contractors. Upon submission of the claim to the Property Manager, the Board will review the claim, make a decision regarding resolution of the claim, and respond to the Owner within 30 days of receipt of the claim and required documentation.

d) Insurance/Financial Responsibility for Repairs

- i. The Association's master insurance policy has a \$25,000 deductible per Owner Unit per occurrence. This means that if there is an insurable loss involving the Owner's Unit, the Owner's homeowner's insurance is responsible for the first \$25,000, and the Association's insurance would cover any amount above \$25,000.
- ii. An estimate will be prepared by a reputable contractor. Once the estimate is complete, the Owner will file a claim with their insurance company and the adjusters will assess what portion of the damage the owner's insurance will cover. If the claim exceeds \$25,000, the Association's insurance will likely also assign an adjuster to determine coverage.

3. Building Access

- a) **Doors:** Under no circumstances are doors into the building or garage ever to be propped open. The only exceptions are for the overhead garage door in the event of a scheduled move in/move out with security personnel present at all times, or in the event of delivery of contractor or building materials, appliances, furniture, or other large items. During deliveries, the Unit Resident for the delivery must monitor the open garage door in person during entry and ensure the door is closed as soon as the delivery has entered the garage. The garage door must not remain open during a delivery.

When entering through any doors to the interior of the building, whether pedestrian doors or the overhead garage door, Residents must not allow others to "tailgate", following them into the building. Direct anyone who wants to gain access to the ButterflyMX system panel outside the south exterior entrance to the building lobby.

- i. **Lobby Doors:** The two sets of double doors that provide entrance into the outer lobby vestibule from the street on the west side of the building and from the guest parking lot on the south side of the building are unlocked during the hours the Concierge or Front Desk Staff are onsite. This allows Guests to enter the outer vestibule where the Front Desk can release the inner set of doors to allow them into the lobby.

The outer doors into the vestibule are locked after front desk staff departs for the day and until they arrive the next day. During these hours, Guests can use the ButterflyMX Door Access System (see Section 3b on the next page) to gain entrance into the building.

Under no circumstances are deliveries of contractor or building materials, appliances, furniture or other large items to be made through the lobby doors.

- ii. **Other Pedestrian Doors:** Other pedestrian entrances throughout the building remain locked at all times, including the ML and LL elevator lobbies. Residents may enter through these doors from the outside using a key fob or their Unit key. Residents should be diligent about ensuring all locked doors close and latch when entering or exiting through them, especially during wind events when internal air pressure and ventilation drafts may keep the doors from automatically locking as they normally do.

- iii. **Overhead Garage Door:** The overhead garage door is used for vehicle entrance into/exit from the parking garage. To enter, a Resident must use their security fob at the fob reader/scanner in the driveway. Upon scanning the fob, please move promptly to and through the open garage door, as the door only remains open for a limited amount of time. To exit, simply pull up to the closed garage door and the door will open automatically.

In the event that a car is exiting the garage at the same time a car is entering, the car exiting the garage shall have the right of way. As soon as the car exits the garage, the entering car must move promptly to and through the open garage door, as the door only remains open for a limited amount of time.

If a car damages the garage door, the Resident causing the damage will be responsible for the cost of repairs to the garage door.

Only the overhead garage door may be used for large deliveries of contractor or building materials, appliances, furniture, or other large items. During deliveries, the Unit Resident for the delivery must monitor the open garage door in person during entry and ensure the door is closed as soon as the delivery has entered the garage. The garage door must not remain open during a delivery.

b) ButterflyMX Door Access System:

- i. Designed for both convenience and safety, 1522's building entry system is ButterflyMX. New Residents will receive a text message and/or an email message from ButterflyMX with a link to download the app and register to use all the access and security features. If you have not received a message, please check your spam/junk folders. If you still don't see the message, let the Property Manager know so the message can be resent.
- ii. The ButterflyMX system allows you or your guests to enter through the south outer vestibule doors and inside vestibule doors into the lobby after hours. It also provides access during regular hours when the front desk staff person has stepped away. When ButterflyMX is used, both the south outer vestibule doors and the inner vestibule doors to the lobby will unlock, allowing 8 seconds to enter through both sets of doors.
- iii. Here are some of the powerful ways you can use the ButterflyMX system:
 - 1. Set up a personal entry code so you can enter the building even when you forget or lose your phone or fob. You will never be locked out of the building as long as you know your code!
 - 2. Assign virtual "keys" for cleaners, family members, guests, pet sitters, etc. to enter. You have complete control to set the time periods when the virtual keys may be used and to turn them off at any time!
 - 3. Receive a call when your guest arrives, see them on your cell, and let them into the building right from the app. You will no longer need to come down to the lobby to admit your guests when front desk personnel are not present. Plus, you can provide access from anywhere ... on the terrace or delayed on your way home, no problem!
 - 4. Once granted access to the lobby, all Guests must sign in at the front desk with name, unit visiting, and car information if parked in guest parking.

5. You will have a security log to review all door releases showing who has entered the building using an entry code, virtual key, or allowed access from your app. You'll know who has entered and see a time- and date-stamped photo in the app, even if you are away!
 6. Connect your Alexa or Siri-enabled device or your Apple Watch to unlock the door with a voice command. If your hands are full, you won't even need to touch your phone to gain or permit entry.
- iv. Have questions or need support? Follow these links to some helpful ButterflyMX tutorials. They are short videos about the benefits of the system and how to use it.
<https://butterflymx.com/resources/resident/>
<https://www.youtube.com/watch?v=iE2g3x7olFA>
https://www.youtube.com/watch?v=hKzTyxQ_UCY
 - v. ButterflyMX has excellent customer service. Contact tech support anytime by calling 571-480-6579. Press #2 for tech support, then #3 for tenant/resident support. Note that ButterflyMX refers to all Residents as tenants (not Owners).
 - vi. The Property Manager and Building Engineer are also available to assist with set-up and use.
 - vii. The security fob system is fully operational for those who still prefer to use it.
- c) Building Entrance Policy:** This policy applies to ALL visitors, guests and vendors entering the building, *unless* the Resident provides access to the building. Furthermore, it applies to ALL visitors, guests, and vendors who enter after the Front Desk Attendant releases the lobby door lock.
- i. ALL visitors, guests and vendors must complete the Guest Sign-In Register located at the front desk. This includes delivery drivers and Guests who are on a list provided by a Resident.
 - ii. The Front Desk Attendant will call the Resident to request approval to allow the visitor to proceed through the front lobby, to the elevators, and up to the resident's unit. Residents may also call ahead to the Front Desk to provide access to a specific visitor or delivery.
 - iii. If the Front Desk Attendant is unable to reach the Resident, permission to enter will not be granted. Please do not ask the Front Desk Attendant to deviate from this policy.
- d) Misplaced, Lost, or Stolen Security Fobs:** Please contact the Property Manager or Concierge immediately if a fob is misplaced, lost, or stolen. The code for the missing fob will be deleted from the central electronic entry system program. A replacement key fob then will be programmed. There will be a charge to the Resident for each new/replacement key fob.

4. Fitness Center Guidelines

a) Usage:

- i. The Fitness Center is open 24/7 throughout the year.
- ii. For safety purposes, the Fitness Center is for adult use only, limited to 1522 Residents and overnight Guests.

- iii. Residents and/or Guests who use the Fitness Center do so at their own risk.
- iv. Personal training is restricted to the Fitness Center or a Resident's condo.

b) Etiquette:

- i. Equipment may not be removed from the Fitness Center.
- ii. Disinfecting wipes should be used to wipe down all machines/equipment used, including free weights and other small equipment.
- iii. All free weights should be placed back on the racks after use.
- iv. The last person leaving the Fitness Center should ensure all lights, TVs, fans, and treadmills are turned off.
- v. No animals are allowed in the Fitness Center at any time.

5. Recycling and Trash Removal

a) Trash Chute Guidelines:

- i. For your convenience, there is a trash chute on each floor that allows up to a 20-gallon trash bag. The bag should be tied tightly before placing it into the chute. **It is required that every item put into the trash chute be enclosed in a tightly tied garbage bag.**
- ii. To open the chute, press the button to the right of the red light and turn the handle to open the chute door. The trash chute will not open if it is already in use and the RED LIGHT is on. Please make sure the trash chute door is securely closed and the red light has turned off before leaving the room.

- b) Construction Materials:** Do not place construction materials, paint cans, hangers, or any loose items into the trash chute, as they may cause a jam that requires maintenance. These items must be taken to the main trash room on the first floor.

c) Trash and Recycling Guidelines

- i. The main trash room is found on the 1st floor/west side of the garage.
- ii. If you are discarding cat litter, take the secured bag to the main trash room and place it in a trash dumpster.
- iii. Single-sort (commingled) recyclables, i.e., paper, plastics, glass, and aluminum should be brought to the main trash room and placed in a recycling dumpster. **Cardboard boxes must be flattened prior to placing them into the dumpster.**
- iv. **Large/Oversize Items:** Oversize or large items that do not fit into the provided dumpsters may not be left alongside the dumpsters because the trash removal service will not take them. Contact the Property Manager if you have a large or oversize item to discard to schedule pick-up. There is a fee of \$150 per oversize item from the trash removal service the Resident will be responsible to pay.
- v. **Recycling:** Please follow the rules for recycling. We are fined for every infraction! The trucks have cameras so they will find the infraction even if it is in the bottom of the dumpster.

The following ARE recyclable...all must be CLEAN/RINSED.

- Aluminum cans
- Tin cans
- Glass jars/bottles
- Plastic jars/bottles/containers - #1 and #2 only
- Clean cardboard – please flatten
- Magazines/Newspaper
- Office paper

The following ARE NOT recyclable...

- Dirty cardboard (pizza boxes, takeout containers, etc.)
- Loose plastic bags, film or wrap (including garbage bags)
- Batteries
- Electronics
- Styrofoam
- Garbage

DO NOT leave your recycling in a garbage bag! Empty the contents of the bag into the recycling dumpster and throw the plastic bag in the trash dumpster.

Refer to the recycling information on the 1522onthelake.com website.

- vi. **Alkaline (Single Use) Batteries:** Never put these batteries in a recycling dumpster. Single use batteries (A, AA, AAA, C, D, etc.) can be thrown out in your regular garbage or can be recycled for a fee through a variety of mail-in programs or local retail drop-offs. Recycling these batteries through mail-in or retail drop-off programs can recover steel and zinc.
- vii. **Rechargeable Batteries:** Never put these batteries in either the recycling or garbage dumpsters. Rechargeable batteries contain toxic chemicals and must be properly disposed of through specific recycling locations instead of being placed in the garbage or recycling dumpsters. Rechargeable batteries (NiCd, NiMH, NiZn, Li-ion, SSLA/Pb) are recyclable through a variety of local retailers serving as drop-off locations. The closest locations to 1522 are Home Depot 4155 N. Port Washington Rd, or Lowe's at 12000 W. Burleigh. You can also go to <https://www.call2recycle.org/locator/> for more locations. Owners are responsible for disposing of these batteries.

- d) **Trash Pick-up:** The trash removal service picks up trash & recycling on Monday, Wednesday & Friday.

6. Reserving and Using the Community Room or Guest Suite

- a) **The Guest Suite:** The Guest Suite can be reserved on a first come, first served basis 90 days in advance of your reservation for up to 7 consecutive days. The 90 days is a rolling 90 days, i.e., on May 2nd a reservation can be made for August 2nd-8th.
 - i. The Owner(s) Association dues must be paid up-to-date to reserve and use the Guest Suite. The Property Manager will review the Owner's account at the time of the reservation and again on the date of the reservation.
 - ii. Before booking a reservation, view availability of the Guest Suite in the Reservations section of the 1522onthelake.com website or by contacting the Concierge.

- iii. If on day 3 of your 7-day stay you want to extend your stay beyond your original 7-day request and no other resident has reserved the Guest Suite, the Concierge or Property Manager can extend your stay up to an additional 7 days, for a total of 14 days..
 - iv. If in the previous year you reserved the Guest Suite over a holiday, you cannot book the Guest Suite for that same holiday the next year –unless 14 days in advance of the holiday no other resident has booked it. Holidays for this purpose are defined as New Year’s, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving or Christmas.
 - v. To book the Guest Suite, complete the Guest Suite Reservation form, available online at 1522onthelake.com (Residents>Reservations> choose Guest Suite from the drop down) or from the Concierge, and submit the completed form to the Concierge via email (1522frontdesk@gmail.com) or in person. The Concierge will book your reservation upon receiving a completed form, if the dates requested are available.
 - vi. If a date is not available, the Concierge will keep your reservation as a backup should the resident who has booked first cancels.
 - vii. The cost per night is \$100. Make checks payable to “1522 On the Lake” and deliver to the Concierge.
 - viii. There is a non-refundable pet fee of \$25 to have a pet stay in the Guest Suite with their owner.
 - ix. In addition, if any damage to the Guest Suite is found following a Guest’s stay, the Resident who made the reservation will be charged to repair or replace any damaged Guest Suite property.
- b) The Community Room:** The Community Room can be reserved by Residents on the 1522onthelake.com website at Resident>Reservation>Community Room on a first come, first served basis. The Patio adjacent to the Community Room is automatically reserved for the duration of your Community Room event. See Patio guidelines in this handbook in Section 17 “Patio Adjacent to Community Room”.
- i. The Owner(s) Association dues must be paid up-to-date to reserve and use the Community Room. The Property Manager will review the Owner’s account at the time of the reservation and again on the date of the reservation.
 - ii. Before booking a reservation, view availability of the Community Room in the Reservations section of the 1522onthelake.com website or by contacting the Concierge.
- c) Guest Suite Use:**
- i. The Owner(s) Association dues must be paid up-to-date to reserve and use the Guest Suite. The Property Manager will review the Owner’s account at the time of the reservation and again on the date of the reservation.
 - ii. Animals are allowed in the Guest Suite by adding the payment of a non-refundable pet fee of \$25 to the cost of the reservation.
 - iii. Any pet(s) staying in the Guest Suite must be registered with the Property Manager or Front Desk Attendant.

- iv. Guests staying in the suite are required to follow and adhere to all applicable community Rules & Regulations. Residents must ensure their Guests understand the requirements.

d) Community Room Use:

- i. The Owner(s) Association dues must be paid up-to-date to reserve and use the Community Room. The Property Manager will review the Owner's account at the time of the reservation and again on the date of the reservation.
- ii. When you reserve the Community Room, the Patio adjacent to the Community Room is automatically included in the reservation. Please see Section 17 "Patio Adjacent to the Community Room" for the rules and guidelines for use of this space.
- iii. Animals are not permitted in the Community Room, with the exception of service animals trained to perform special tasks to assist and protect an individual with a disability and ESAs.
- iv. The Community Room may be used by any Resident at any time, unless it has been reserved. Before going to the Community Room, check its reservation status by going to 1522OntheLake.com>Residents>Reservations and then choosing Community Room from the drop down. By clicking on the date on the interactive calendar, an hour-by hour schedule will display times the Community Room is reserved and available.
- v. The Community Room refrigerator is available for use during Reserved events. Do not leave or store food or drink in the refrigerator, drawers or cabinets.
- vi. Do not store personal property, including but not limited to, appliances, dishware, or décor in the drawers, cabinets, or closet.
- vii. Community Room capacity is limited to no more than 99 individuals, as posted outside the room, to ensure compliance with Milwaukee Fire Department code requirements to ensure safe use and evacuation in the event of an emergency.
- viii. All noise must be contained and controlled in the Community Room and the adjoining Patio after 10pm. Prior to that time, please keep the volume to a reasonable level and ensure considerate use of the space so as not to disturb Residents who live in close proximity to the Community Room and Patio.
- ix. When reserving the Community Room, you will be asked a short series of questions to determine if a deposit will be required for use of the room. A refundable deposit of \$500 will be required if one or more of the following conditions applies to your event:
 - 1. Food and/or drink will be served
 - 2. Furniture will be moved or supplemented with additional tables and/or chairs from 1522 or from an outside source
 - 3. More than 15 people will attend
 - 4. Outside materials will be brought into the room to use, including, but not limited to, decorations, craft supplies, signage, etc.
- x. Complete the 1522 On the Lake Community Room User Agreement form available on the 1522OntheLake.com website or from the Concierge. Return it to the Concierge or Property Manager, along with your deposit (cash or check), if one is required.

- xi. Make arrangements with the Property Manager or Concierge to conduct a pre-inspection of the room to document the condition of the room and patio prior to your event. Your deposit will be returned to you following a post-event inspection, provided the room is left in the same condition as prior to the event, with no damage, missing property, or messes that will require repairs, replacements, or extra cleaning,

7. Parking Rules and Regulations

- a) **Owner Parking Stalls:** Per the Condominium Declarations, Owner parking stalls shall be used only for the parking of private passenger automobiles, pickup trucks, motorcycles, motorized scooters, bicycles, one bicycle pump, and one container of non-hazardous substance of the Owner's choice. Storage or car bike racks that lean against but are not permanently attached to the concrete wall are allowed, as well as bike locks affixed to the concrete wall by the Building Engineer using the approved standards. No other items are allowed.
- b) **Guest Parking:** The following rules and regulations apply to the guest parking area located immediately south of the building:
 - i. Overnight guest parking is for guests, not Owners/Residents.
 - ii. Owners/Residents are not to park in guest parking spaces overnight (1:00 am to 6:00 am). If there is a special reason an Owner or Resident must park in a guest parking space overnight, they must contact the Property Manager (Monday – Friday 8am-5pm) in advance to make arrangements.
 - iii. No one may park in the guest parking spaces unless they have registered their vehicle at the Front Desk in the lobby for each day they are parked in guest parking (listing their name, vehicle make and model, vehicle license plate number, unit visiting, and contact telephone). Any vehicle not fully registered will be subject to ticketing and towing.
 - iv. Anyone parking in a guest parking space overnight more than 7 times cumulatively in any calendar month loses their status as a guest for that month. If there is a reason someone must park in a guest parking space overnight more than 7 times in any calendar month, they must contact the Property Manager (Monday – Friday 8am – 5pm) for permission.
 - v. An Owner/Resident (with permission to park in guest parking for a limited time) or any Guest who has parked in guest parking spaces overnight more than 7 times in any calendar month, and who has therefore lost their status as a guest for that month, who subsequently parks in a guest parking space overnight is subject to monetary penalties/fines or ticketing and towing.
 - vi. 1522 On the Lake Condominium Association, Inc., reserves the right to assess monetary penalties/fines to any Owner/Resident parking in a guest parking space overnight without permission. Similarly, an Owner/Resident will be monetarily penalized/fined if a visitor to their unit who has lost their status as a Guest for a particular month, parks in a guest parking space overnight.
- c) **Electric Vehicle Charging:** The following rules apply should an Owner want to lease a spot on the Association's electric vehicle charging board to charge an electric vehicle:

- i. The Owner will pay a nonrefundable deposit of \$2,500 to the Association and sign a Use Agreement form provided by the Property Manager on behalf of the Association.
- ii. The Owner will be responsible for all costs associated with the Electrical Service, including installation, repair, electricity, and administrative/ miscellaneous costs.
- iii. The Owner will be responsible for all upgrade or downgrade costs for the Electrical Service, including switching to a new charging station provider if deemed necessary by the Association, in the sole discretion of the Board of Directors.
- iv. The Owner will pay an additional \$5,000 to be granted access to the Electrical Service.
- v. Should the Owner transfer the right to use the Electrical Service to another Owner and/or parking stall in 1522, all costs to transfer the Electrical Service must be paid by the transferee, or if not paid by the transferee, the obligation to pay these costs remains with the Owner.
- vi. The Owner must give written notice of any transfer described in paragraph (v) above to the Association within five (5) days of the transfer, and the transferee will need to enter into an agreement with the Association to access the Electrical Service.
- vii. Monthly charging fees are billed directly to and paid by the Owner.
- viii. The car charger is the property of the Owner and may be removed from the premises, sold as part of a real estate transaction or separately, or transferred to another Owner and/or parking stall in 1522.

8. Storage

a) Conditions of Storage

- i. No materials prohibited by law or local ordinance may be stored in any storage unit.
- ii. City of Milwaukee fire code requires that all items must be stored at least 18" away from the ceiling sprinkler heads.
- iii. All personal items must be stored within the space of the storage unit.
- iv. Any personal items found in any common area will be removed and disposed of.
- v. Firearms are not allowed to be stored in storage units.

- b) Usage & Storage of Propane:** Propane grill tanks may be stored in the outside storage room adjacent to guest parking ONLY. Please see the Concierge or Property Manager for proper storage guidelines. Containers may not be stored on balconies (unless attached to the grill) or in individual storage units under any circumstances as this is against fire code.

c) **Garage Storage**

- i. Parking stalls, which are Limited Common Elements, shall be used only for the parking of private passenger automobiles, pickup trucks, motorcycles, motorized scooters, bicycles, one bicycle pump, and one container of non-hazardous substance of the Owner's choice. Storage and car bike racks that lean against but are not permanently attached to the concrete wall are allowed, as well as bike locks affixed to the concrete wall by the Building Engineer using the approved standards. No other items are allowed..
- ii. 1522 On the Lake Condominium Association, Inc., reserves the right to assess monetary penalties/fines to any Owner keeping any item in a parking space that is not one of the items permitted above.
- iii. All vehicles must fit within the space assigned and may not interfere with the use of adjoining spaces. Parking vehicles in Common Elements shall be subject to rules established by the Association.

d) **Liability:** Neither 1522 On the Lake Condominium Association, Inc. nor Founders 3 Real Estate Services assumes liability for any damage or loss of property stored in a storage unit, common element or limited common element.

9. **Access to Units**

a) **Keys and Locks:** In the event of an emergency, the Association or Property Management is allowed to enter a Unit without a Resident's permission using a master key. Entry for maintenance, construction, or repair of improvements or systems for which the Association is responsible may be made with prior notice to the Residents and with as little inconvenience to the Residents as is practical. If the Resident cannot be present to allow access, the Association or Property Management may use the master key for access.

No Resident shall install or maintain a locking device on the entrance door to a Unit that cannot be operated by a key from the hallway side, including, but not limited to, one-sided deadbolts, security chains, or slide bolts. Only deadbolts with a thumb turn on the inside and a keyed cylinder on the outside are permitted.

If an Owner chooses to install a replacement or additional lock, the Owner must provide a key to the Property Manager. Any Owner who fails to provide a key to the Association as provided herein does, thereby, consent to and permit the Association to gain entry to such Unit by forcing open the door in emergency circumstances or using a locksmith, at the Owner's expense, to open the door for maintenance, construction, or repair purposes. If the door is broken, the Owner is responsible for repairing the door to building standards.

For security reasons, Property Management will never give an Association master key to a vendor or contractor.

b) **Doorbells:** An Owner may submit a request to the Property Manager if they wish to install a Ring doorbell on the front door to their Unit at their own expense. The Ring doorbell must be installed by an Association approved vendor/contractor. No Resident may install a video device or an outward recording device other than a Board-approved Ring doorbell.

c) **Unit Access by Staff:** If an employee of the Property Management company enters a Unit at the Owner/Resident's request, the Owner/Resident assumes all risk and accepts responsibility for any damage the employee of the Property Management company may cause.

10. Use of Unit

- a) **Occupants:** No greater number of occupants may occupy a Unit than set forth in the Wisconsin State Statutes (currently, Wis. Admin. Code §SPS 379.09). The units shall be occupied and used only for private residential dwelling purposes and for no other purposes (as stipulated in the Declarations.) No unit shall come to be regarded as a commercial place of business or a commercial establishment. This also precludes storage of hazardous materials or materials that generate noxious odors.
- i. A business does not mean such monetary consideration but includes the appearance of a business as regular visitors, packages and/or deliveries to the property.
 - ii. Work from home (WFH) is allowed which means a Resident is working from their Unit rather than working from their place of business based on their employer's remote work policy.
- b) **Cameras:** No Resident may install a video device or an outward recording device other than a Board-approved Ring doorbell as outlined in Section 9b above.
- c) **Winter Heating:** Whether occupied or vacant, all units shall be heated to a minimum of 55°F during the winter months.
- d) **Communication Equipment:** The following rule applies to any owner who installs a satellite dish, C.B., television, or other antenna. The rule does not apply to the extent that it conflicts with applicable law:
- i. Owners must notify the Board of Directors before installing a satellite dish or an antenna of any type.
 - ii. No satellite dishes or antennas of any type may be placed on the building, in the common areas.
 - iii. In the event that adequate reception quality cannot be achieved by installation on the Unit's balcony/patio or inside the Unit, application may be made to the Board of Directors with a proposed placement for the Board's review.
 - iv. Satellite dishes/antennas shall be professionally installed and may not be larger than 1 meter in diameter. Wiring must be installed such that it does not penetrate the building's masonry exterior. All wires must go through part of the "Unit" as defined in Association Documents (windows, doors, door frames, etc.).
 - v. Satellite dishes/antennas and any associated wiring must be removed upon termination of service or sale of the Unit, whichever occurs first, and any common or limited common area affected during removal must be returned to its original condition and to building standards at the Owner's expense within 30 days after removal. In the event of a Unit sale, if the Seller does not pay for the expense, the Buyer (new Owner) will be responsible for the cost.
- e) **Laundry:** No laundry shall be hung on any balcony, deck, or patio, or in windows for any reason.
- f) **Interior Window Coverings:** All Owners/Residents shall maintain the interior window coverings in good order and repair. In the event the interior window coverings require replacement, the Owner/Resident shall replace the interior window coverings with substantially similar quality and color (neutral/beige/tan/gray) coverings as the original window coverings.

- g) **Maintenance of Units:** All Owners shall promptly perform, or shall have promptly performed, all maintenance and repair work within their own Unit. Each Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender. The onsite Building Engineer may be available for maintenance or repair projects at Owner/Resident request. For projects/repairs that require more than 15 minutes to complete, a labor charge will be billed back to the Owner, in addition to the cost for any materials required to complete the job.. The Property Manager and Building Engineer will work together to prioritize maintenance/projects.
- h) **Doorways:** Owners shall not prop open doors to the halls, stairways, garage, loading dock or outside. Additionally blocking/obstructing a doorway opening in any way is not allowed. Individual unit doors facing the common hallway must have an opening at the bottom of the door to allow proper airflow throughout the building. Door sweeps or draft stoppers are not permitted.
- i) **Doorway Decorations:** Owners/Residents may tastefully decorate their exterior door facing the common hallway. No more than 1/3 of the door may be covered. Nothing may be permanently attached to the Unit door, including nails and screws. Items outside the Unit/Unit door on the floor of the hallway are not allowed.
- j) **Damage to Common Areas:** Damage to the common areas caused by an Owner/Resident, or an Owner/Resident's agent, invitee, guest, or visitor shall be the responsibility of the Owner/Resident.
- k) **Maintenance of Common Areas:** Owners/Residents must not leave trash or any materials to be discarded in the common Areas, limited common areas, or in storage areas.
- l) **Smoke Alarm Maintenance:** Both the red and green lights should always be on. The green light indicates power, and the flashing red light indicates the detector is working. If one detector goes off, all the detectors in your unit will beep. If there is a fire in your unit, call 911 immediately. If the detectors beep due to an identifiable source (e.g., smoke from cooking), open windows, fan the detector, or take the batteries out until smoke clears. Call the front desk to inform front desk staff of the situation and ask for assistance, if needed. Annual maintenance should include the following:
 - i. Detectors take one 9-volt battery and should be replaced every 6 months.
 - ii. Detectors will beep when batteries are getting low.
 - iii. To replace the battery, open the tray on the bottom of the detector that opens out to the side and insert the 9-volt battery.
 - iv. Close the battery drawer. Push the test button and hold for five seconds. When the unit beeps, it is reset.
- m) **Signs:** Signs that support or oppose a candidate for public office or a referendum question may be displayed to public view from inside a Unit as long as the sign is no more than 24 inches by 24 inches in size, is placed no earlier than 60 days prior to the pertinent election or vote, and is removed within 7 days of the pertinent election or vote.

11. Building Etiquette

- a) **Noise & Unacceptable Behavior:** No noxious, destructive, or offensive activity shall be carried on in any Unit, the Common Elements, or the Limited Common Elements which may cause an annoyance or nuisance (including the use of stereos, musical instruments, televisions, or radios at such time or at such volume as to be objectionable) to any other occupants of the Building.

- b) **Smoking:** Smoking is not permitted in the interior or exterior common areas, including, but not limited to, the lobby, community room, guest suite, garage, terrace, or patio adjoining the community room.

12. Contractor Rules & Regulations

- a) **Contractors/Service Companies:** As an Owner, you have the right to choose your own contractors or service companies. Please do not ask Front Desk Personnel, the Concierge, the Building Engineer, or the Property Manager to contact these companies for you, as they are not allowed to do so.
- b) **Normal Business Hours:** Working hours are Monday – Friday 8:00am – 5:00pm. Operations with unusual noise or vibration shall be timed with the approval of the Property Manager. Work during hours outside 8:00am – 5:00pm must be approved in advance by the Property Manager.
- c) **Entrance to the Building:**
- i. The Owner must provide the contractor's name to the Property Manager before work is to begin. No contractor will be allowed in the building or Unit without permission of the Owner communicated to Property Management.
 - ii. All contractors must report to the front desk for sign-in upon arrival each day. The sign-in process will include registering the contractor company name, individual workers names, and vehicle information. Each person will be issued a dated name tag and be issued a security fob, as outlined in Section 11d below.
 - iii. The Concierge will then direct the contractor to the overhead garage door for loading and unloading. The overhead garage door may only be left open while actual loading or unloading is taking place and must be supervised in person while open.
- d) **Security Fobs and Keys**
- i. **Security Fobs:** All contractors and service vendors doing work for an individual unit(s) must check in with the Concierge at the front desk. The Concierge will record and distribute security fobs that limit building access to business hours from 8:00am – 5:00pm only. Contractors must sign out at the Front Desk and return their fob(s) by 5:00pm each workday. If a key fob is not returned at the conclusion of a project, the replacement cost will be charged to the Owner.
 - ii. **Keys:** Unit keys must be obtained from the individual Owner or person(s) designated by the Owner. Lost or stolen keys must be immediately reported to the Property Manager. The Building Engineer will manage all access, including fobs and unit access, for contractors and service providers performing work on behalf of the Association. Lost or stolen security fobs or keys must be immediately reported to the Property Manager.
- e) **Building Protection:** The common hallways, elevator and lobby must be protected to prevent damage in the following manner.
- i. Carpet runners (supplied by contractor) must be used in the lobby, elevators, and common hallways, and must be removed during non-working hours.
 - ii. Wall corners, door frames, and wallpaper, as well as elevator walls and door frames must be protected when moving large objects through the building. Protective materials must be removed during non-working hours.

- iii. Any and all damage to the common areas will be charged to the Owner for whom the contractor is doing work.
- iv. Contractors removing demolition materials and debris must use the garage doors to remove the materials from the building.
- f) **Material Deliveries:** Major deliveries of drywall, studs, furniture, appliances, light fixtures, etc. must be made through the overhead garage door between the hours of 8:00am – 5:00pm. This type of delivery must be scheduled with the Concierge a minimum of one (1) 24-hour business day in advance, to allow pads to be set up in an elevator and protection for flooring to be arranged where needed.
- g) **Elevators:** An elevator may be used from 8:00am – 5:00pm. Deliveries or significant use of the elevator for materials removal must be scheduled with the Concierge a minimum of one (1) 24-hour business day in advance. One elevator must remain available for Resident use at all times. Elevator pads and protective flooring must be used during materials deliveries and materials removal to protect the elevators. A 1522 On the Lake Property Management employee must inspect the elevator before & after material moving takes place. Any damage to the elevators will be charged to the Owner for whom the contractor is doing work.

The elevators have the following specifications:

Weight Capacity – 3,500 lbs.
No. of Passengers – 21
Platform Size – 7' x 6' 7-3/4"
Cab Height – 10' & 9' 4" Clear
Door Size – 3' 6" x 7'
Front and Rear Opening

- h) **System Tie-Ins:** Any building tie-ins, i.e., HVAC piping, plumbing piping, sprinkler system, smoke detection, electrical, cable, phone, including any system tie-ins that require an emergency system shutdown must be communicated in writing and arranged with the Property Manager 15 days in advance of the work. The extent of the work, the performing contractor, and the estimated completion date must be described in the written notification.
- i) **Remodeling:** No Owner may proceed with remodeling of units or work in the common areas (including the perimeter walls) other than interior decorating, without the prior written approval of the Property Manager.

This includes any and all additions or changes to plumbing, plumbing fixtures, electrical systems, load bearing walls, partitioning, and flooring. The Property Manager will maintain the plans and all records of the updates to each Unit.

- i. All work must have proper permits as required by the City of Milwaukee and may be regularly inspected by the Property Manager or Building Engineer. Such inspections shall be on a day and at a time that is convenient for the Owner and Property Manager.

- ii. Plans must be submitted to the Property Manager at least 15 days in advance of the commencement of remodeling. The Owner must receive written approval of the plans from the Property Manager prior to the start of the project. The Property Manager may require proof of insurance from the Contractor in an amount reasonably determined by the Property Manager before the work begins. If the Property Manager does not approve the plans, the Owner may request such approval from the Board of Directors. Within 15 days of receiving the request, the Board of Directors shall either approve or deny the plans or request more information and/or an architect's certificate from the submitting Owner before approving or denying the plans.
 - iii. The Property Manager and/or Building Engineer shall keep a written log of each step of the remodeling project. This log will include dates, times, parties spoken with, written notices sent to the Owner, inspections performed, conversation summaries, and other pertinent information.
 - iv. All work shall be completed so as to not adversely affect other Owners/Residents, and according to the Declaration, Bylaws, and Rules and Regulations of the Association. Approval of the Owner's plans shall not abrogate the Owner's or contractor's sole responsibility to prepare and carry out plans such that the work or renovations do not affect the structural soundness of the Building, or damage or put at risk any Common Elements of the Building or the property of any other Owners/Residents.
- j) Flooring:** Any drilling into concrete must be coordinated with the Property Manager. The Owner and contractor will be held responsible for any damage to adjoining units. A sound deadening underlayment (felt/cork/foam) at least 3-5mm thick must be installed beneath tile, wood, and hard surface floors. Direct glue flooring is not allowed.
- k) Demolition & Build-Outs:** Demolition and build-outs can be done from 8:00am – 5:00pm Monday – Friday provided the following rules and regulations are adhered to.
- i. All work schedules must be submitted to and approved by the Property Manager prior to execution of the work.
 - ii. Any work which involves entry into an adjacent condominium unit must have written approval of that Owner and the Property Manager no later than five days before the scheduled work commences.
- l) Construction/Demolition Material Removal:**
- i. The general contractor/subcontractor must make arrangements to obtain a dumpster for discarding materials. The dumpster may not interfere with the ingress and egress of any building or garage doorway.

Dumpsters may not be placed on the driveways, sidewalk, or the parking lot on the south side of the building. All dumpster arrangements must meet with the approval of the Property Manager.
 - ii. Disposal of appliances (i.e., hot water heaters, dishwashers, refrigerators, washers, dryers, ranges, etc.) is the responsibility of the contractor and Owner. Any appliance removed from a unit must be hauled away and disposed of by the contractor. Appliances must not be placed next to the building's dumpsters or along the curb for pickup.

- iii. Ultimately, the removal of construction debris is the responsibility of the Owner. Contractors must use the garage for removal. Owners will be charged for removal of debris or any extra charge for the cleaning of the common areas.

m) Transporting & Disposing of Materials

- i. The elevator or stairwells must be used to transport materials to and from a Unit during normal business hours 8:00am – 5:00pm Monday – Friday. **No materials can be transported via an elevator without use of elevator pads and floor protection.**
- ii. Drop cloths are required when transporting materials.
- iii. No tools or materials may be left in the common areas of the property except during loading and unloading.
- iv. No work may be performed in the common area hallways. Hallways and stairwells may not be blocked at any time.
- v. Contractors must remove all contractors' material from the building. Owners will be charged for removal of any materials left behind.
- vi. Contractors must clean all hallways if sawdust, drywall dust, etc. is left behind. Owners will be charged for cleaning of the common areas due to remodeling or repair work if not adequately cleaned by the contractors.
- vii. The trash chute may not be used to dispose of any construction materials.
- viii. Owners will be held responsible for any damage as a result of contractors' or carriers' work.

- n) Building Emergencies:** The Property Manager must be notified of any building emergencies caused in conjunction with build-out work in a unit.
- o) Conduct:** Professional conduct is required at all times while on the premises. Loud music, offensive language or behavior, and obscenities are prohibited in any unit or common area.
- p) Liability:** The Owner is responsible for any and all damage to common areas and adjoining units. All contractors must provide proof of insurance including worker's compensation insurance to the Property Manager, unless a waiver of such insurance is applicable.
- q) No Smoking Policy:** 1522 On the Lake Condominiums is a non-smoking building. Smoking is not allowed on the premises.
- r) Lunch & Breaks:** Meals and breaks may not take place in any of the common areas of the building or the exterior spaces adjoining the building. It is recommended that breaks be taken within the Unit where work is taking place or offsite.
- s) Penalties:** 1522 On the Lake Condominium Association, Inc. will assess substantial monetary penalties to the Owner for their contractor's disregard or violation of these rules and regulations.

13. Balconies/ Patios

- a) Furniture:** All balcony, deck and patio furniture shall be nonflammable and sufficiently heavy to not move in high wind conditions. The Owner and/or Resident will be financially responsible to repair or replace any damaged property caused by furniture, decorations, or any materials that blow off their limited common area balcony or patio.

- b) **Umbrellas:** Personal patios adjoining the terrace and balconies may use umbrellas temporarily while the user is present. The umbrella must be securely stored when no longer in use. No umbrellas may be left open and unattended at any location on the property for the safety of 1522 residents, the building, and surrounding properties. The Resident will be responsible for any damage caused by the use of an umbrella.
- c) **Other:** Any debris generated on balconies, decks, or patios shall be disposed of inside the Unit in the proper trash and/or recyclable container. No debris may be thrown over the railing onto the balcony(s) or grounds below. This includes but is not limited to cigarette butts, ash, plant clippings, hair/fur, and trash.
- d) **Noises and Odors:** Residents must not allow any sounds to be generated on their patio or balcony that are unreasonably loud and interfere with the quiet enjoyment of other Residents. Residents shall not allow odors to be unreasonably dispelled from their patios or balconies.
- e) **Balcony/Patio Flooring:** Any floor covering installed on balconies or patios may not be anchored in any way to the underlying structure and must be easily removed/moveable.
- f) **Bird Feeders/Other Animal Feeders:** No feeding of birds or other non-domesticated animals is allowed on a Resident's balcony or patio. Such feeding encourages pigeons, pests, and other nuisance animals. Any bird nests must be removed by Owners.
- g) **Storage:** No bicycles, trash containers, storage containers, charcoal barbecue grills, or other personal property may be stored on the patio or balcony of a unit. Items allowed include outdoor furniture, gas grills, and potted plants. Items may not be taller than the railing and must not obstruct the view of other units.

14. Animal Rules & Regulations

a) Limits & Restrictions:

- i. Animals are limited to cats, dogs, birds, and fish. Other animals, including but not limited to, non-domesticated animals, rabbits, guinea pigs, rodents, reptiles, snakes, farm animals, and exotic species are not permitted.
- ii. There is a limit of two animals per unit. No more than two of any animal or combination of animals are allowed per unit. Fish and birds are counted by aquariums or cages.
- iii. Dog weight is limited to 75 lbs. at maturity.
- iv. Dog breed restrictions include Wolf Hybrid, Pit Bull, Rottweiler, and any mix thereof. Additionally, any animal with a history of aggression is prohibited.

b) Service Animals and ESAs:

- i. According to the Fair Housing Act, service animals specifically trained to perform tasks for a person with a disability, along with emotional support animals (ESAs), are allowed regardless of species, breed, or size restrictions.
- ii. While service animals and ESAs cannot be banned, Owners are liable for any damages to the premises, damage to personal property of other Owners/Residents, injuries to other animals, and injuries to other individuals, or sanitation issues caused by their animals.

c) Registration:

- i. Prior to bringing an animal on the premises, the Owner must complete an Animal Registration Form for each animal and keep a current copy/copies on file with the Property Manager.
- ii. All Owners with animals living in or visiting the building must have a signed Waiver & Release on file with the Property Manager.
- iii. For service animals and ESAs that are a species, breed, or size that would normally be restricted from the property, the Resident must provide documentation confirming the disability and the disability-related need for the animal if the disability is not readily observable.
- iv. All cats and dogs over 5 months of age are legally required by the City of Milwaukee to be licensed, even if they never leave your condominium. The license must be renewed annually, and proof of licensure must be filed with the Property Manager.
- v. Animals must be kept up-to-date with vaccinations / shots. Owners shall comply with all applicable governmental rules and regulations regarding animals.

d) Animal Liability Insurance:

- i. All animal owners are required to provide the Association with a certificate of insurance demonstrating that their homeowners and/or renters insurance policy includes personal liability coverage for animal-related incidents, including but not limited to, damage to common areas, damage to personal property of other Owners/Residents, injuries to other animals, and injuries to other individuals, with a minimum limit of \$100,000 per occurrence.
- ii. This proof of insurance must be provided when the animal is first registered with the Property Manager and annually upon renewal of the policy.
- iii. Many HO-6 condominium insurance policies already include this coverage. If you are an animal owner, you will want to verify whether your policy includes animal liability coverage or if you will need to add it.
- iv. Animal liability insurance may be a rider added to an existing homeowner's policy or may be a separate standalone policy often used when homeowners' insurance excludes certain breeds.

e) Animal and Animal Owner/Handler Etiquette:

- i. Animals, including those owned by Guests, must be on a leash or in a carrier and attended at all times while in the common areas. Leashes may not exceed a length of 6 feet.
- ii. Animal owners/handlers must immediately pick up animal waste. Animal waste disposal stations are provided outdoors by the garage door and on the north side of the building.
- iii. Soiled cat litter may not be put down the garbage chute. Take the secured bag to the main trash room and place it in the 2-yd. trash dumpster.
- iv. Animals must be kept clean and healthy to prevent odors, fleas, and other unsanitary conditions in the Unit and Common Areas.
- v. Owners must comply with Wisconsin law requiring adequate food, water, and veterinary care.

- vi. When entering the building in wet and/or muddy weather, please use the side or garage door to avoid dirtying the lobby area with wet and/or muddy paws.
- vii. Animals are not allowed in the fitness center at any time or in the community room, with the exception of service animals and ESAs. Animals are not permitted on the landscaped areas of the terrace. No area on the second-floor terrace may be used for animal elimination of any kind. Be sure to walk your animal elsewhere prior to bringing it on the terrace.
- viii. For the common good of all 1522 Residents, it is important that dog owners are respectful of their neighbors and of the Association property. Waste by dogs at or near building entrances is unsightly and a potential health hazard. Please deter dogs from urinating on the lawn or landscaping. Landscape plants may be killed or damaged by dog urine, impacting the Association budget.

f) Dog Play Area: The fenced yard area north of the building has been designated as a dog play area, providing another amenity for 1522 Residents. The following rules apply to use of the dog play area.

- i. Hours of operation are from 8:00 am – Sundown.
- ii. All dog handlers (Residents & Guests) must have a signed Waiver & Release on file with 1522 on the Lake prior to using the dog play area. Waiver & Release forms are available at the front desk or on the 1522 On the Lake website at 1522onthelake.com>Association>Documents>Miscellaneous Documents>Dog Waiver.
- iii. Dog handlers, their dog(s), and guests use the play area at their own risk.
- iv. Dog owners are accountable and responsible for their animal's behavior. Aggressive dogs are not allowed.
- v. Dog waste must be cleaned up by dog handlers immediately and disposed of in the dog waste receptacle.
- vi. Dog owners must be inside the fenced play area to supervise their dog(s), with a leash(es) readily available.
- vii. Dog handlers must be 16 years old or older for safety purposes.
- viii. All dogs must be current on their vaccinations.
- ix. Dog handlers should avoid using the area during or immediately after heavy rain.
- x. No digging is allowed. Dog owners are expected to control their dog's behavior to prevent damage to the grass.
- xi. Any issues or concerns should be reported to the Concierge or Front Desk Attendant who will direct the issue to the appropriate person.
- xii. Sick dogs and dogs in heat are prohibited from using the dog play area.
- xiii. Puppies younger than 5 months old must not be allowed in the play area with other dogs.
- xiv. Dog owners must access the dog play area from the stairwell door that exits into the north lawn or through the gate on the west side of the fence. Under no circumstances should a dog come through the Community Room to access the patio or dog play area.

- xv. Dog handlers are responsible for ensuring the gate(s) to the dog play area are closed and latched to prevent the accidental exit of an animal or the accidental entrance of an unknown animal from the outside.
 - xvi. If a Resident has reserved the Community Room for an event and plans to also use the adjoining patio area, they have the right to request that no dogs be present in the play area while they and their guests are on the patio. The Resident who has reserved the Community Room must advise the Concierge or Property Manager in advance of their event so they can notify the dog owners who are registered to use the dog play area that it may not be used during the event.
 - xvii. Because the dog play area was initially funded by dog owners in the building with a payment of \$1,000 each, new owners with dogs, existing owners with new dogs, and renters opting to use the dog play area will be asked to contribute \$500 when they sign the dog play area waiver, which will be applied to ongoing and future maintenance and improvements to the area.
- g) Fees:** An annual dog fee will be assessed for each dog residing at 1522 On the Lake. This fee is collected to mitigate increasing costs related to a) maintenance, housekeeping, and carpet cleaning of the building common areas and limited common areas; b) waste disposal services, such as the provision of dog waste bags and waste cans; and c) future maintenance and improvements for the dog play area.
- i. The annual fee for each dog is \$300.
 - ii. The fee is due upon moving into the building or acquiring a dog, and then on January 1st of each year thereafter.
 - iii. Payment may be made via bill pay through your bank to 1522 On the Lake or ACH.
 - iv. A late fee of \$25 will be applied if the fee is not paid by January 15th and bi-monthly thereafter until paid in full.
 - v. No refunds will be issued.
- h) Penalties:** The Board of Directors reserves the right to levy fines in accordance with the fine policy and/or evict animals for cause. Examples of cause include, but are not limited to, excessive noise, failure to control animals from engaging in unwelcome contact, not abiding by dog play area rules, and failure to immediately pick up animal waste.

15. Preparation for Unit Vacancy

- a) Please consider** the following, even when away for a long weekend:
- i. The cost of energy to heat/cool your unit as well as to heat water you will not be using.
 - ii. Your liability for any water damage to your unit, any common area, or anyone else's unit should a plumbing fixture or pipe fail.
- b) Before you depart:**
- i. Turn the heat temperature down to 55°F in the winter and the air conditioning temperature up to 80°F in the summer at all thermostats. It is recommended you do not turn off the heating/cooling system entirely.

- ii. Make sure the drain traps in your unit are full before you turn off the main water supply by flushing each toilet and running water in each sink, bathtub, shower, and floor drain in the laundry room. Should the traps dry out, sewer gas might back up into your unit. If your unit will be vacant for more than a month, make arrangements to have someone add water to the traps and drains throughout your Unit.
- iii. Turn off the main water supply to your unit. Near the water heater in the laundry room, find the pipe coming out of the wall. Within several inches of the wall is a lever valve with a blue handle. The handle is parallel to the pipe. Turn the handle to a position perpendicular to the pipe (approximately 90°) to turn off the water to your unit. **This does not affect the fire protection sprinklers in your unit.**
- iv. Turn off the icemaker since there will be no water going to it.
- v. Turn off the electric power to the water heater. In the main electric circuit panel box, find the numbers on the double circuits which control the electric power to the heater. Refer to the circuit directory on the inside of the panel door. Turn those two circuits to the off position.
- vi. Close shades and blinds to prevent UV damage to furniture and artwork.
- vii. Arrange to have mail forwarded or held. Consider contacting vendors to suspend services such as cable and internet while you are away.

c) Notification Requirement

- i. Notify the Property Manager or Concierge of your departure and return dates. An absence of two (2) weeks or more requires that you notify Property Management in advance. If you will be away less than two (2) weeks, notification is not required, but is strongly recommended. This knowledge is critical in the case of a building emergency or a maintenance issue that could affect your Unit or multiple units. You may wish to ask Property Management to walk through your unit periodically during your absence to make sure everything is fine. The guidelines for Unit access by staff must be followed as detailed in Section 3e of this handbook.
- ii. If you are taking one or more of your vehicles with you and one or more of your parking places will be unoccupied, you may wish to allow other Residents or their guests to use your vacant parking space during your absence. Simply notify the Concierge to implement your neighborly gesture.

16. Unit Leasing

- a) **Approval:** An Owner wishing to lease a Unit must obtain the prior written approval of the Property Manager, acting on behalf of the Association, to the proposed Tenant and the terms of the proposed lease.
- b) **Occupancy Requirement:** Owners must occupy their Unit for a minimum of twelve (12) months before being eligible to lease the Unit.
- c) **Rental Cap:** 1522 On the Lake has a rental cap per the Condominium Bylaws. No more than ten (10) Units may be leased in total by all Owners at any one time. The Property Manager, on behalf of the Association, shall not approve any lease if doing so would cause the total number of leased Units to exceed this maximum. All rental regulations must be followed and can be found in Article VIII Leasing of Units in the Condominium Bylaws.

- d) **Waiting List:** A waiting list shall be established and maintained by the Association whenever the number of leased Units equals the maximum number of rentals allowed under this Section.
- i. Any Owner whose request to lease a Unit is denied solely because the rental cap has been reached may request to be added to the waiting list.
 - ii. The waiting list shall be maintained in the chronological order in which written requests are received.
- e) **Lease Requests/Approvals:** Whenever the number of approved leases drops below the maximum number permitted, the Property Manager will review the next leasing request from the waiting list, until the maximum allowable number of leased Units is again reached.
- f) **Family-Owned Units:** A Unit that is owned by a family member and occupied by another family member without a lease shall not count toward the rental cap. "Family Member" means a spouse, domestic partner, parent, child, sibling, grandparent, grandchild, or any relative by blood, marriage, or adoption who occupies the Unit without a Lease and with the permission of the Owner.
- g) **Occupancy Limit:** As stated in Section 10(a) above, no greater number of occupants may occupy a Unit than set forth in the Wisconsin State Statutes (currently, Wis. Admin. Code §SPS 379.09). The units shall be occupied and used only for private residential dwelling purposes and for no other purposes (as stipulated in the Declarations.)
- h) **Continuation of Approved Leases:** Any Owner who has received approval to lease their Unit may continue leasing the Unit so long as a) the Unit remains continuously leased, and b) the Owner continues to own the Unit.
- i) **Lapse of Lease:** An Owner who has been leasing their Unit will be granted 90 days from the date tenant(s) move out of the Unit to the date new approved tenant(s) move into the Unit. If 90 days pass without a new tenant moving into the Unit, the Owner will lose their rental eligibility if there are other Owners on the waiting list.
- j) **Sale of a Leased Unit:** If a leased Unit is sold or otherwise transferred, the new Owner may continue to lease the Unit to the existing Tenant for a) the remainder of the current lease term and b) any renewal lease with that same Tenant.

After the final expiration of the approved lease (including any approved renewals), the new Owner may request approval to lease the Unit to a different Tenant. Approval of a new lease will be subject to the leasing cap. If approving the new lease would exceed the cap, the request shall be denied and the Owner may request placement on the waiting list.

k) Leasing Policy and Procedures:

- i. You must inform the Property Manager if you plan to lease your Unit. The Property Manager will review the proposed Tenant(s) and terms of the proposed lease on behalf of the Association.
- ii. Per the 1522 On the Lake Condominium Association Bylaws, the maximum number of Owner leases may not exceed 10 Units at any given time.
- iii. Units may be rented as private single-family residences only and the lease term must be a minimum of twelve (12) months. Shorter term rentals will not be permitted.
- iv. Occupancy by anyone for money is considered a rental. This includes nightly rental services such as Airbnb, VRBO, or other services, which are prohibited.

- v. The Owner or Leasing Agent must conduct a thorough and proper background and credit check on Tenant(s) prior to executing a lease.
- vi. Tenant(s) must sign a line item to be included in every Lease stating that the Tenant(s) received from the Owner and agree to abide by the Association's Governing Documents, including the Declaration, Bylaws, and Rules & Regulations.
- vii. Renters are required to have an active Renter's Insurance Policy, over and above the Owner's homeowner's insurance policy, and file a copy of that policy with the Property Manager at the beginning of the lease and at each renewal date of the policy.
- viii. At the direction of the Association, the Owner is responsible for rectifying any violations by their Tenant(s) and, if necessary, removal of the Tenant(s) if they have violated the terms of the Association's Declarations, Bylaws, or Rules & Regulations.
- ix. A copy of the signed executed lease must be provided to the Property Manager, along with Leasing Agent and Tenant contact information, including name(s), email address(es), and phone number(s).
- x. During property tours and showings, prospective Tenants must be accompanied by the Owner and/or Leasing Agent at all times while in the building.
- xi. Leasing signs may not be displayed in Unit windows, on balconies, or outside the building.
- xii. A \$500 move-in/move-out fee will be charged to the Owner at the time of Tenant move- in and move-out.
- xiii. Leases must meet all City of Milwaukee and State of Wisconsin leasing requirements.

I) Fine Structure for Rental Policy Violations: The Owner will be assessed a fine of \$25/day until either the tenant moves out or the rule violation is rectified to the satisfaction of the Association and Property Management. If the fine is not paid, a lien will be filed on the unit.

17. Terrace Use

- a) Rules & Regulations:** The terrace on the East side of the building facing the lake shall be open to all Residents, accompanied Guests, supervised children, and leashed animals. Owners shall be responsible for the actions of their Guests.
- i. The terrace, unlike the Community Room, may not be reserved or used for private parties.
 - ii. Please respect the private patio areas of the 2nd floor Residents adjoining the common area terrace.
 - iii. Tables, folding chairs or other furniture may be brought onto the terrace, but must be removed promptly and may not remain overnight.
 - iv. Personal, i.e., single person umbrellas, may be used on the terrace temporarily while the user is present, as long as they do not block the view of other Residents using the terrace. No umbrellas may be left open and unattended at any location on the property for the safety of 1522 Residents, the building, and surrounding properties.
 - v. No sitting or standing on any outside walls or railings is allowed.

- vi. Structures, including tents or canopies, may not be erected on the terrace.
- vii. Trash must be removed and disposed of properly when leaving the terrace area.
- viii. Animal elimination is prohibited on the terrace. Animals must be on a leash at all times on the terrace.
- ix. The fountains on the property are not pools and do not contain potable water.
- x. Grilling or other cooking of food is not permitted.
- xi. Inline skates and skateboards may not be used on the terrace.
- xii. Personal music devices will be allowed if the volume remains low to moderate. As a courtesy to all east facing Residents, loudspeakers will not be allowed, and headphones are required between 10PM and 8AM.
- xiii. No overnight camping is allowed.
- xiv. Smoking is not allowed on the Terrace as it is a common element of the building.

b) Penalties: 1522 On the Lake Condominium Association, Inc. reserves the right to assess monetary penalties/fines to any Owner violating the above rules and regulations, based on the severity of the violation as reasonably determined by the Board of Directors.

18. Patio Adjacent to Community Room

a) Availability: The patio adjacent to the Community Room is available to all Residents and is automatically reserved in conjunction with a Community Room reservation. Give the Building Engineer notice so all the Patio furniture is ready. If the Community Room is not reserved, Residents and their Guests are welcome to use the Patio.

b) Furniture: If tables and chairs are locked when you wish to use them, use the key kept in the Community Room closet on the left inside wall to unlock the cables/locks on the furniture and relock them when you leave the Patio, returning the key to the Community Room closet.

In the event of adverse weather or high wind conditions, the Building Engineer will bring the sofa cushions into the maintenance office. See the front desk attendant for the key to the maintenance office if the cushions are not in place.

c) Fire Pit Operation:

- i. Remove cover before turning it on.
- ii. Instructions for operating the fire pit are on the street side of the fire pit.
- iii. To turn on the firepit, push in the right button, move switch to LOW IGNITE, PUSH AND HOLD FOR 3 SECONDS. While still holding in the right button, push and hold the left button to ignite. Continue to hold the right button in for a few seconds after the fire pit is lit.
- iv. To turn off, gently push right button, turning it to the off position.
- v. Replace cover after turning off.
- vi. Never leave the fire pit unattended.
- vii. Do not sit on the edge/ledge of fire pit.
- viii. For safety purposes, an adult must be present at all times and special attention is required if children are present.
- ix. Never leave the Patio without turning off the fire pit.

- x. No cooking is allowed at any time. This includes roasting marshmallows, popcorn, etc.

19. Open House and Home Showing

- a) **Procedures:** If you are planning an open house as part of the process of selling your home, please observe the following Open House & Showing procedures.
 - i. Owner must notify the Property Manager or Concierge in advance of a scheduled Open House.
 - ii. Upon arrival, the Realtor must register in the realtor sign-in book.
 - iii. The Realtor will be given use of the property's Open House A-frame sign to use on the grounds during the Open House. No other signage is allowed outside or in the common areas of the building.
 - iv. The Realtor will be called when someone arrives. Open House guests must be escorted to the unit by the Realtor.
 - v. Guests of the Open House are not allowed to wander unaccompanied in the common areas. To view the common areas, guests are to be escorted by the Realtor or set up an appointment for a tour at a later date.
 - vi. Lock boxes are only allowed in the outer lobby in the provided case. Register the lock box with the Property Manager or Concierge prior to placing it in the provided case.
- b) **Documents:** The Owner has the responsibility of providing the following documents (available on 1522onthelake.com) to the Realtor/Buyer.
 - i. 1522 on the Lake Rules & Regulations (on website available to the public. Resident>Rules_Regulations)
 - ii. Executive Summary (on website, available to Residents Association>Documents>Association Governing Documents)
 - iii. 1522 Governing Documents (on website, available to Residents Association>Documents>Association Governing Documents)

20. Move-In/Move-Out

- a) **Procedures:** If you are planning to move in or out of the building, please make note of the following procedures.
 - i. Moves may take place Monday – Friday from 8:30 am to 5:00 pm. Moves are NOT allowed on weekends or holidays.
 - ii. Notify the Concierge a minimum of two weeks in advance so the elevator can be reserved and a security officer can be scheduled to supervise the move. The Concierge can be reached at 414-289-7602.
 - iii. Move-outs must provide a forwarding address.
- b) **Fees:**
 - i. Failure to follow move-in/move-out procedures will result in the facilities not being prepared for a move and could cause a delay or charges for damage done in the process of the move.

- ii. A moving fee is due prior to your move in/out date. The fee of \$500 is payable to 1522 On the Lake Condominium Association, Inc.

21. Security and Safety

- a) **Security:** The Association may, from time to time, provide measures of security on condominium property; however, the Association is not a provider of security and shall have no duty to provide any security on condominium property. The obligation to provide security lies solely with each unit owner individually. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

b) Security and Safety Policies

- i. **Cameras:** The Association maintains security cameras to monitor some Common Areas of the property. The Front Desk Attendants oversee live camera feeds while present at the lobby desk. The camera footage is also available for the Property Manager and Association to review for information about security and safety concerns. The footage can also be provided to the Milwaukee Police Department as evidence in the event of a crime.
- ii. **Decoy Cameras:** The Association retains the right to install decoy cameras inside the parking garage and parking garage elevator vestibules as an extra deterrent to any outsiders who might enter the garage. All Residents will be notified of the locations of decoy cameras since they will not record footage.
- iii. **Building Access:** The Association provides Front Desk coverage during daytime and some evening hours throughout the week, in addition to the ButterflyMX Door Access System for both convenience and safety. Please review Section 3 for information about Building Access.
- iv. **Front Desk Staff:** It is important to remember that the Concierge and Front Desk Attendants are not security personnel; their role does not include security responsibilities. The only action they can take in the event of an incident is to call the police.
- v. **Doors:** Under no circumstances are doors into the building or garage ever to be propped open, except in the event of a scheduled move in/move out with security personnel present at all times.

Additionally, Residents must not allow others to “tailgate”, following them into the building, either through pedestrian doors or the garage door. Please remain diligent about building access. Ask anyone you do not recognize if they are visiting someone in the building. If so, instruct them to use the ButterflyMX system to gain access. If not, report the entrance to the front desk or to a Board member if after Front Desk Staff person has departed for the day. If you feel threatened, go to a safe location and call the Milwaukee Police Department to report an intruder to the building.

Residents should be diligent about ensuring all locked doors close and latch when entering or exiting through them, especially during wind events when internal air pressure and ventilation drafts may keep the doors from automatically locking as they normally do.

- vi. **Front Desk Procedures:** The Concierge and Front Desk Attendants will all follow and adhere to all policies from the Association Rules & Regulations, as well as all procedures outlined in the Front Desk handbook.

The Concierge and Front Desk Attendants will check all perimeter doors, the door to the mechanical room, as well as all first-floor common areas before leaving their shift, with particular attention to the final shift of the day.

- vii. **Incident List:** The Concierge and Front Desk Attendants will follow security incident protocol as included in the Front Desk handbook and will record all relevant information related to security incidents and provide it to the Property Manager for inclusion in the Incident Tracking List to be shared with the Board of Directors.

Residents are encouraged to bring any concerns to the Front Desk Attendant or Concierge, who will follow the established incident response procedures. If outside front desk hours, Residents should contact a Board member, using the Board Security contact list. If you feel threatened, go to a safe location and call the Milwaukee Police Department to report the incident directly.

22. Emergency Procedures

- a) **Planning:** The purpose of this information is to ensure the safe and efficient evacuation of all occupants of 1522 in the event of an emergency. A City of Milwaukee requirement is that each Owner has a plan to deal with potential emergencies such as fire, power outages, elevator emergencies, frozen pipes, water leaks, natural gas leaks, tornados, and winter storms. Having an emergency plan in place is extremely valuable for saving life and property.
- b) **Fire:** 1522 On the Lake is protected by an automatic sprinkler system and fire alarm system. Communication to all Residents is made by a state-of-the-art voice evacuation system. The fire detection devices and fire detection system are inspected regularly and monitored continuously by onsite personnel and an offsite monitoring service.
 - i. **Fire Command Center:** The fire command center contains building fire/life safety system controls. All fire alarms are received at this location through the building's fire detection system. The fire alarm is also received at an offsite monitoring station which notifies the Milwaukee Fire Department.
 - ii. **Fire Evacuation Procedures:**
 - 1. **Do not use elevators.** The Fire Department will have complete control of the elevators for the use of firefighting personnel who must take special safety precautions to prevent the elevator doors from opening on a floor with a fire.
 - 2. **Evacuate through the nearest stairwell.** Residents must be familiar with the two closest evacuation routes from their location in case you encounter heavy smoke or flames.
 - 3. **Disabled Residents.** As before mentioned, a City of Milwaukee requirement is that each Owner has an evacuation plan to deal with potential emergencies. If you need help to develop an emergency plan for your condo, please contact the Property Manager who will gladly assist you.
 - 4. **Communicate.** The Property Manager will keep a list of Residents who need assistance to evacuate their unit. It is essential you notify the Property Manager if this affects you, even if it is a temporary situation when recovering from an illness or injury.

Any Resident that is wheelchair bound or not able to navigate the steps to exit the building should stay in their unit until the fire department can evacuate the Resident. The Resident must keep the Property Manager informed of this need. A list that includes the Resident's name and unit number will be maintained by the Property Manager and made available to all members of the Board of Directors.

5. **Staging Area.** 1522 evacuees should evacuate through the stairwells and meet outside on the SW corner of E. Albion St. and N. Prospect Ave. Residents may then be accounted for and be given information about the emergency.

iii. **Tips to Remember in a Fire Emergency**

1. When you hear the fire alarm, evacuate the building immediately. If, and only if, you cannot evacuate, prepare to take shelter in your unit.
2. When encountering closed doors, first test the door for heat by placing the **back** of your hand on the door. If the door is hot, there is a good chance that there are flames just beyond the door.
3. Keep stairwell doors shut to help keep smoke and flames from penetrating the safe zone. The stairwells were designed to isolate the occupants from the fire through wall and door construction.
4. Modern construction techniques and fire safety systems reduce the chance of a fire from ever becoming large enough to be life threatening. Nonetheless, Residents should take all fire alarms seriously and should evacuate the building until given an all-clear communication from the front desk staff, Property Management, the Board of Directors, or the Fire Department that it is safe to return to your unit.
5. Building smoke detectors are connected to the building fire detection system which quickly alerts the system of the possibility of fire, causing alarms to sound in the building and parking garage. Unit smoke alarms will let you know there is a problem in your individual unit; they will not set off the rest of the building alarms.
6. Sprinkler heads are primarily concealed behind metal caps for a neat appearance; however, these caps will immediately pop off in the event of a sprinkler actuation. As soon as a sprinkler head is activated, this will set off the alarms in the building and parking garage.
7. Fire extinguishers located throughout the building, stairwells, and parking garage may be used to quickly extinguish small fires before they have a chance to grow. Fire extinguishers should be aimed at the base of the fire. Use a sweeping motion to cover the area surrounding the flames.
8. Electrical fires can usually be extinguished by turning off the power to the device. If you can safely unplug the device or open the circuit breaker from a distance, you will remove the immediate cause of the fire. An electrical fire could cause a secondary fire of other combustibles, so be prepared to put that fire out as well.
9. If you cannot extinguish the fire with one fire extinguisher, call the Fire Department and stay clear of the area until the Fire Department arrives. Only use a fire extinguisher if you are familiar, and comfortable doing so.
10. Key to a safe evacuation is to quickly and safely reach the nearest stairwell and proceed **down** along the **right side** of the stairwell.

- c) **Elevator Emergencies:** In the event of an elevator emergency, simply press the emergency button located on the elevator control panel. This will sound an alarm at the lobby level. There is also an emergency phone in each elevator. Press the emergency phone button to alert the emergency monitoring service. You can then report the nature of your emergency.
- d) **Power Outages:** In the event of a power outage, all electrical systems in the building will shut down for a few minutes until the building generator responds. The emergency generator will provide power to the exit lights, limited hallway lights, and the stairwell lights. The elevators will stall but can be controlled by emergency personnel. (Refer to the “elevator emergencies” section for elevator emergency procedures.)
- i. **Emergency Generator:** Once the emergency generator starts after a power outage, the source of the outage will immediately be located.
 - ii. **Notify Utility Company:** WE Energies 800-662-4797
 - iii. **Personal Electrical Equipment:** Building occupants should turn off all electrical equipment in their condo to prevent equipment damage from an electrical surge when power is restored. It is recommended that you have a backup power system for your computers to maintain an uninterrupted power supply. A battery backup power system keeps computers from being affected by power surges. Depending on the product, the backup system can provide constant power from three minutes to several hours. These products can be purchased from a local computer supplier. If you do not have battery back-up, a surge protector is recommended. Power strips will not protect your computer against a power surge.
 - iv. **Restoring Power:** When full power is restored, all emergency electrical systems will go off for a few minutes and will then draw full power from the utility source. The amount of power passing through the building when power is restored may trip some circuit breakers. If your total electrical supply is not restored, please notify the Founders 3 Emergency On-Call Service at 1-800-708-7462. Care must be taken to restore power systematically and not cause additional damage.
- e) **Water Leaks/Frozen Pipes:** Water leaks may result from a number of issues such as ruptured pipes, malfunctioning valves, broken plumbing seals, HVAC units that have not been properly maintained, windows, toilet overflows, etc. The potential for damage will depend on the source and the extent of the leak. Plumbing may also fail in extreme cold conditions because of water freezing inside the pipes. Water expands as it freezes and can rupture plumbing pipes and/or connections. If you are away from your condo during cold temperatures, please make sure your thermostat is set no lower than 55°F. Water leaks are not always easily detected. There may be a presence of water but no clear indication of where it originated. Contact the Property Manager and Building Engineer for help determining where an identified leak may be coming from.
- i. **Turning off the Water Supply:** When a leak is encountered, it may be necessary to turn off the water supply and possibly shut off electricity, depending on the location of the leak. Water shut-offs will be found near washing machines, sinks, showers, and toilet hook ups. The water shut-off is usually positioned under the tank for toilets. The water supply that leads to a kitchen or bathroom sink is usually controlled by a shutoff found underneath the sink. Shutting off a valve will only stop the water from flowing to the areas beyond the shut off point.

It is important to locate the valve that will stop the flow to the area of the leak. When in doubt, or if it is difficult to find the proper shut off, the main valve should be closed. The main valves are located outside each condo in the ceiling. If you are unsure where your shut-offs are located, please contact the Building Engineer or Concierge for assistance. If it is after normal business hours, you can contact the Founders3 After Hours Emergency On-Call Service at 1-800-708-7462.

- ii. **Restoring Water Service:** When water service is restored to your condo, or to the building in the case of a building-wide outage, it may be advisable to turn on faucets and let the water flow for a period to clear out any sediment that may have settled in the pipes while the water was off.
 - iii. **Cleaning Up after a Water Leak:** Sometimes a leak will introduce water where it does not belong. A leak that has gone undetected for a period of time may have allowed water to accumulate between the walls or under flooring. Even a small leak or breach can release a large amount of water over a period of time. Once a leak has been repaired, it is important to clean up the water. Contracting a water mitigation company is recommended to ensure that the area is dried out completely to avoid the potential of mold growth.
- f) **Natural Gas Leaks:** Natural gas is used for cooking, fireplaces, clothes drying, and heating. The optimum air-gas mixture is 85-95 percent to 5-15 percent gas. Because natural gas is odorless, an odorant – the typical rotten egg smell – is added to it.
- i. **Responding to a Natural Gas Leak:** Natural gas leaks are potential fire and explosion hazards. Indoor leaks are recognizable by the smell and/or a hissing sound. A faint odor may be an indication that a pilot light is out and relighting the pilot may solve the problem. However strong, persistent odor requires immediate action including evacuation of the building. Gas utilities recommend the following to prevent injuries.
 - 1. Leave the building and then use a cell phone or other telephone outside of the building to report the leak to WE Energies at 800-261-5325.
 - 2. Leave the building and then use a cell phone or other telephone outside of the building to contact the emergency on-call service at 1-800-708-7462.
 - 3. Do not operate appliance controls, electrical switches, or remove any plugs from electrical outlets. This could cause a spark and ignite the gas. If leaking gas catches fire, evacuate at once and call 911.
 - 4. Contact the Building Engineer and Property Manager.
 - ii. **Preventative Measures:** Gas operated appliances and equipment should be inspected periodically to ensure they are operating properly and not releasing carbon monoxide. Carbon monoxide is created when natural gas is burned without sufficient air. It can be produced when gas appliances are not properly installed, vented, maintained, or used, or when vent pipes have gaps or leaks or are plugged with debris. The local gas utility may conduct inspections of the gas piping, valves, and connections upon request. Alternatively, a private contractor may be hired to conduct such inspections as part of a preventative maintenance program. It is recommended that a carbon monoxide detector is installed.
- g) **Tornadoes:** Tornadoes are nature's most concentrated and violent weather phenomena. Spawned from powerful thunderstorm conditions, tornadoes are gray or black rotating funnel shaped clouds that extend from bases of thunderclouds to the ground.

- i. Listen to the radio or television for weather updates.
 - ii. In the event of a tornado warning, stay away from windows, doors, and outside walls. Evacuate to the nearest stairwell, storage locker room, or inside a corridor without windows. If there is time, go to the lowest stairwell location or interior hallway without windows.
- h) Winter Storms:** Severe snowstorms or blizzards bring heavy snow, ice, strong winds, and freezing rain. Below are some tips to remember during a winter storm.
- i. If possible, try not to leave the building. If you must leave, wear appropriate clothing so that frostbite does not occur.
 - ii. Be cautious of snow and ice on sidewalks around the building. 1522's snow removal crew works to keep the sidewalks clear, but during severe snowstorms or a blizzard, clearing is hindered by continued snow, high winds, and/or freezing rain.
 - iii. If you lose heat due to a storm, close off any unused rooms and use blankets to keep warm until the heating system can be restored.
- i) Crime:** Crime not only endangers Residents and potentially damages physical premises; it also threatens a property's value and reputation. 1522 features locked entrances, video coverage in select areas, and the Butterfly MX system to help secure the building from outside crime. Below are a few tips to help to keep you, your building, and your neighbors safe.
- i. If you receive a call from the ButterflyMX system and are unsure who it is, **do not** grant them access.
 - ii. **Do not** allow people to follow you into the building or garage entrances. They must be appropriately let in by the person whom they are visiting or have a fob to gain access on their own if they are a Resident of 1522.
 - iii. **Do not** prop open any doors and do not leave open doors unattended.
 - iv. **Do not** allow delivery drivers, contractors, or guests to prop the garage or building doors open and leave them unattended. Please remember that you are responsible for these people as well as their actions resulting in potential security breaches.
 - v. If you are **a victim of a crime or a witness to a crime**, the following are some suggested guidelines:
 - 1. Call 911 or (non-emergency) 414-933-4444 to report the crime.
 - 2. Stay calm.
 - 3. State the problem.
 - 4. Give the property address along with the nearest main cross streets (Prospect and Albion).
 - 5. Provide your name, condo number, and telephone number.
 - 6. Let the 911 operator, who is trained to take information about the crime, take control of the conversation. Answer the operator's questions and stay on the phone until the operator says that it is all right to hang up.

23. Rules Enforcement and Grievance Procedure

a) Enforcement Procedure: When an Owner is in non-compliance with the law, Declaration (Covenants, Conditions, and Restrictions), Bylaws, and Rules & Regulations (collectively the “Condominium Documents”) the following shall occur:

- i. The Property Manager shall give a Verbal Notice of Violation to the Owner and keep a written record of the notice.
- ii. If the violation has not been remedied within one week of the Verbal Notice of Violation, the Property Manager shall deliver to Owner a Written Notice of Violation.
- iii. If the violation has not been remedied within one week of the Written Notice of Violation, the Property Manager shall deliver to Owner a Final Written Warning with a copy submitted to the Secretary of the Board of Directors. The Property Manager shall keep a record of the notice.
- iv. If the violation has not been remedied within one week of the Written Warning, a fine of \$25.00 (the “Fine”) shall be charged for each day until such time as the violation is remedied. The Property Manager shall keep a record of the fines.
- v. If the Owner is making best efforts to remedy the violation, the Owner may request the Board of Directors to stay accrual of the Fine pending reasonably prompt remediation of the violation. Granting such a stay is at the discretion of the Board of Directors. The Board of Directors will keep a written record of their actions.
- vi. Fines accruing under this Paragraph are due and payable one month after accrual. If not paid accordingly, they shall be treated in the same manner as monthly Assessments in Article 6.05 in the By-laws, that is they shall be secured by a continuing lien upon the property and may be collected by foreclosure. Accrual of fines shall be stayed upon the tender of an appeal to the Grievance committee and shall retroactively accrue or be dismissed as determined by the actions of the Grievance Committee. The Property Manager shall keep records of these actions.
- vii. Nothing herein shall limit in any way the remedies of the Condominium Association. All Association remedies are hereby preserved (e.g.: recovering cost of curing violation from Owner, judicial remedies, collection of attorney’s fees, etc.).
- viii. The Property Manager shall keep a written log of each step of the process. This log will include dates, times, parties spoken with, written notices sent to the Owner, inspections performed, conversation summaries, and other pertinent information.

b) Attorney’s Fees:

- i. The Board may also assess an Owner who has violated the Condominium Documents for the actual attorney’s fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.

- ii. In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against an Owner or defend any claim or allegation by an Owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the Owner all of its costs and expenses, including reasonable attorney's fees.

In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the Owner's mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the Owner all of its costs and expenses, including reasonable attorney's fees. **This Rule does not apply to Owners' fair housing complaints, neither State nor Federal.**

c) Grievance Committee Rules and Procedures:

- i. Any Owner or Resident who has been accused of violating the Condominium Documents, has been fined, or has another legitimate grievance 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.
- ii. The Grievance Committee shall consist of the Board members and Property Manager.
- iii. For any grievance hearing, a majority vote of the Board of Directors will determine the action and decisions of the Committee.
- iv. Members serving on the Grievance Committee must not be directly involved in the specific dispute at hand.
- v. 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.
 - d. The hearing shall be divided into two (2) sections:
 - i. The hearing.
 - ii. The determination and decision.
 - 2. The Hearing shall be open to the Grievance Committee, the 1522 On the Lake HOA attorney, the parties involved, their attorneys, and relevant witnesses.
 - 3. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee and the attorney for the Association. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.

4. 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.
5. 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.
6. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.
7. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:
 - a. The award was procured by corruption, fraud or undue means;
 - b. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;
 - c. The members of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, 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;
 - d. 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.

24. Anti-Discrimination Anti-Harassment Policy

- a) **Fair Housing Act:** The Association is a Fair Housing provider under the federal Fair Housing Act. As such, the Association is committed to providing a living environment free from discrimination and harassment that is based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression. This Anti-Discrimination Anti-Harassment Policy ("AD-AH Policy") is intended to implement this commitment.
- b) **Scope:** This AD-AH Policy is intended to apply to every Owner, Resident, and Guest at the property, 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.
- c) **The Policy of the Association:**
 - i. 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.
 - ii. 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.
 - iii. For purposes of this AD-AH Policy, prohibited harassment includes both "quid pro quo" and "hostile environment" harassment.

1. "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.
 2. "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.
- iv. 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.
 - v. 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.

d) Application of This AD-AH Policy:

- i. 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.
- ii. 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.
- iii. 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.
- iv. This AD-AH Policy applies to *all* employees and agents of the Association, including contractors/vendors hired by the Association, and property management personnel.
- v. An employee/agent who violates this AD-AH Policy is subject to discipline, up to and including termination.
- vi. An Owner/Resident who violates, or whose guest violates this AD-AH Policy is subject to penalties, including but not limited to fines.

e) Procedures:

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

25. Committees

To assist in the effective, efficient operation of 1522 On the Lake, the Board may choose to form committees. Committees can be long term (standing) or short term (special project related). The Board will provide a Charter to set objectives, guidelines, and scope of work for each committee.

The membership of these committees shall be Owners/Residents in good standing. A committee may consult outside experts as needed. A Board member may be assigned as a liaison to a committee.

Committees should meet as needed and report on activities to the Board. These reports can be verbal, written, via Board liaison, or in another agreed upon method. Written reports are encouraged, and these reports should be included in monthly Board minutes.

Owners/Residents are encouraged to share their expertise and knowledge by joining a committee.

26. Drones

The 1522 On the Lake community is grounded in respect for others. This includes the use of recreational drones. If you use drones for recreational use, please respect the privacy of others. If any Owner/Resident feels a drone is invading their privacy, contact the Milwaukee Police Department, who will handle the matter as a nuisance.

27. Reserve Fund Investment Policy

a) Investment of Reserve Funds: The Board of Directors (Board) of the 1522 On the Lake Condominium Association, Inc. (Association) shall invest funds held in the Reserve Fund accounts to generate revenue that will accrue to the Reserve Fund accounts balance pursuant to the following goals, criteria, and policies, listed in order of importance.

- i. **Safety of Principal:** Promote and ensure the preservation of the Reserve Fund's principal.
- ii. **Liquidity and Accessibility:** Structure maturities to ensure availability of assets for projected or unexpected reserve expenditures.
- iii. **Minimal Costs:** Investment costs (redemption fees, commissions, and other transactional costs) should be minimized.
- iv. **Mitigation:** Mitigate the effects of volatility upon Reserve assets.

- b) **Limitation of Investments:** Unless otherwise approved by the Board, all investments will be FDIC (Federal Deposit Insurance Corporation) insured, and/or Guaranteed by the United States government.

Investments will be invested in money market products or fixed income products under 2-year maturity.

At least 50% of the Reserve Fund shall always mature and be redeemable within one month.

- c) **Investment Strategy:** The investment strategy of the Association should be based on the financial commitments defined in the Reserve Study to ensure anticipated liquidity needs of the Association are met.
- d) **Professional Investment Assistance:** The Board of Directors of the Association will use the Corporate Banker where the funds are held to be advised on investment vehicles.
- e) **Conflict of Interest:** No Board Member or Finance Committee Member or immediate family shall have a financial or personal stake in an investment made by 1522 On the Lake.
- f) **Review and Control:** The Board shall review Reserve Fund investments periodically to ensure that the funds are receiving competitive yields and shall make prudent adjustments as needed.

28. Conflict of Interest Policy

- a) **Purpose:** The purpose of the conflict-of-interest policy (this “Policy”) is to protect the interests of 1522 on the Lake Condominium Association, Inc. (the “Association”) and its members, when it is contemplating entering into a transaction, action, arrangement, or litigation that might benefit the private interest of an officer, director, or committee member of the Association. This Policy is intended to supplement but not replace any applicable Wisconsin laws governing conflicts of interest for this nonstock Association.

b) **Definitions:**

i. **Interested Person**

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

ii. **Financial Interest**

1. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family relationship (spouse, partner, children, stepchildren, mother, father, grandchild, grandparent, brother, sister, niece, or nephew):
 - a. an ownership or investment interest in any entity (other than as an Association member) with which the Association is in negotiation, or is currently participating in a transaction, action, or litigation, or
 - b. a compensation arrangement with the Association or with any entity or individual with which the Association has a transaction or arrangement, or
 - c. a potential ownership or investment in, or compensation arrangement with, any entity or individual with which the Association is in negotiation, or is currently participating in a transaction, action, or litigation.

2. Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.
3. A financial interest is not necessarily a conflict of interest (for example one could own stock in Coca Cola and the Board may decide to buy Coca Cola for a party and that would likely not be deemed a conflict). The Board, or the appropriate committee, shall determine whether a person who has a financial interest also has a conflict of interest and is thus ineligible to vote on the issue in question.

c) Procedures:

i. Duty to Disclose

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

ii. Determining Whether a Conflict of Interest Exists

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

iii. Addressing a Conflict of Interest

1. An interested person may make a presentation at the Board or committee meeting, but after such presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction, litigation or arrangement that results in the conflict of interest.
2. The Board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction, litigation, or arrangement.
3. After exercising due diligence, the Board or committee shall determine whether the Association can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Association's best interest and for its own benefit and whether the transaction is fair and reasonable to the Association and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.
4. For litigation matters, the Board or committee shall determine by a majority vote of the disinterested directors whether the litigation is in the Association's best interest. If the disinterested directors determine that it is, then the person with the financial interest shall abstain and not be in the room whenever the litigation or matters directly related to the litigation are discussed.

d) Violations of the Conflict-of-Interest Policy:

- i. If the Board, committee, or a member of either has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- ii. If, after hearing the response of the member and making such further investigation as may be warranted under the circumstances, the Board or committee determines that the member has in fact failed to disclose an actual or possible conflict of interest, that Board or committee member shall formally notify the committee or Board, as appropriate, in writing.

e) Records of Proceedings: The minutes of the Board and all committee meetings relating to conflicts or financial interest shall contain:

- i. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.
- ii. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, a summary of the content of the discussion, including any alternatives to the proposed transaction, litigation or arrangement, and a record of any votes taken in connection therewith.

f) Annual Statement: Each director, officer and member of a committee shall annually sign a statement, substantially in the form attached as Exhibit 1, which affirms that such person:

- i. has received a copy of this Policy,
- ii. has read and understands this Policy, and
- iii. has agreed to comply with this Policy.

This process will be administered by the Board of Directors.

Exhibit 1

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

In accordance with the Conflict-of-Interest Policy of 1522 on the Lake Condominium Association, Inc. (the "Policy"), I hereby affirm that:

2. I have received a copy of the Policy;
3. I have read and understand the Policy;
4. I agree to comply with the terms of the Policy; and
5. To my knowledge, neither I nor any member of my immediate family is now, has been, or is foreseeably likely to be a director, trustee, officer, shareholder, partner, member, owner, employee or agent of any business or organization with which Association has, in the past, now, or in the reasonably foreseeable future, a transaction, contract, litigation or other relationship that might give rise to a conflict of interest on my part or the part of a member of my family (spouse, partner, children, stepchildren, mother, father, grandchild, grandparent, brother, sister, niece or nephew), except as follows:

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

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

Signature

Date

Print Name

Title