LANDMARK ON THE LAKE CONDOMINIUM ASSOCIATION, LTD.

1660 North Prospect Avenue Milwaukee, Wisconsin 53202

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Introduction

The Landmark on the Lake Condominium Association Ltd. (the "Association") has a 7- member Board. The Association's fiscal year begins on January 1 and ends on December 31. While the Board of Directors provides the overall direction of the building and approval for all expenditures, the Management Team implements and enforces all rules, regulations, policies, and procedures the Association has in effect. The Management Team takes its direction from and reports to the Board of Directors and handles day-to-day operations of the building. The onsite Management Offices are located on the north and south side of the main lobby.

Condominium ownership is a shared living experience. For full enjoyment of this experience, it is essential that all unit owners and residents understand the mutual obligations and responsibilities associated with living in a condominium. For effective and efficient operation, the Association expects that all Unit owners and residents will comply with the rules and regulations set forth by the Board of Directors, and will assume responsibility for ensuring their tenants, guests, and employees also comply.

This document was prepared for you, the owners and residents, to help you experience the full enjoyment of living at Landmark on the Lake. This is an outstanding place to live, and we want to ensure that it remains that way.

The Board of Directors
Landmark on the Lake Condominium Association, Ltd.

General Principles Regarding Rules and Regulations

Unit owners, tenants, residents, and guests are required to comply with the Association's Rules and Regulations. Unit owners must provide copies of these Rules and Regulations, and any changes that follow, to their tenants.

Violations of the Rules and Regulations by a Unit owner or any occupant, guest or invitee of his/her Unit will be the responsibility of the Unit owner. Violations may result in punitive actions and fines. See Management for a Fine/Fee Schedule.

The Board reserves the right, per Section 6.2 of the Bylaws, to enact, amend or repeal rules and regulations to provide for the safety, comfort, and convenience of all Residents, as well as for the maintenance and cleanliness of the building. It is the Unit owners' responsibility to keep them, and all occupants of their Unit informed of the Rules and Regulations and changes that may occur.

Rules and Regulations

1. Alterations, Additions, and Improvements (See Appendix A for Construction Rules)

1.1. Any Category B or C Unit alterations must be submitted to the Management Office and approved by the Board. City permits must be obtained, and the work must be inspected if required by ordinance.

1.1.1. Proof of Contractor's license, Certificate of Insurance (showing workman's compensation & general liability) and all other required documents must be submitted to the Management office for written approval not less than 4 weeks prior to the start of construction for any Unit alterations. (See Appendix A for the minimum coverage limits.)

1.2. It is required that any proposed change to the Unit be submitted in writing to the Management Office before work begins. This does not apply to category A. All denials or approvals will be provided in writing. Other professional(s) as determined by Management may inspect completed work.

1.3. Unless responding to matters concerning work within their Unit, residents are not to contact or communicate directly with any contractor or vendor of the Association or their employees, or any Association employee except those specifically designated, such as a Manager or other Service Representative. Residents are not to contact or communicate with the Association attorney, accountant, or any other professional contracted by the Association, except when asked to respond, and then only as directed. Any resident that fails to comply will be subject to a fine to be determined by the Association's Board.

2. Assessments

2.1. Monthly assessments are due and payable, in advance, on the 1st day of each month regardless of whether the monthly statement has been received. If payment is not received by the 10th of the month, a late fee will be automatically imposed. Unit owners who will be out of town must arrange to pay their assessments according to the above noted schedule.

2.2. Checks covering assessments and other fees are to be made payable to Landmark on the Lake or LOTL. Checks must be mailed to the address listed on the statement along with the remittance slip. You may bring the assessment check to the Assistant Management Office drop box.

2.3. Allow enough time for delivery of mail. Late fees will be charged on outstanding balances as of the 10th of the month as outlined in Rule 2.1 of Assessments. Any billing discrepancies or other matters should be communicated separately, in writing, to the Management Office.

2.4. Neither Management nor the Association is responsible for untimely mail delivery by the United States Postal Service.

2.5. In the event that any payment to the Association is not honored for any reason, an administrative fee will be charged and will be the responsibility of the Unit owner.

2.6. Assessments can also be paid electronically each month using a credit card or directly from your bank account. Recurring payments may be set up as well.

2.7. All legal costs and attorneys' fees incurred in collecting delinquent assessments from the responsible Unit owner will be assessed to the delinquent Unit owner.

2.8. Any charges for damage and repairs to the Common Elements that are chargeable to a specific Unit are also subject to these assessment Rules and Regulations. These charges will be collected in addition to the monthly assessments.

2.9. No Unit owner shall be relieved of his/her obligation to pay assessments either by renting the Unit or not using the Unit, the Common Elements, or the Limited Common Elements.

3. Bicycle Storage

3.1. The Association is not responsible for loss, theft, or vandalism of any bicycles.

3.2. Bicycles must be registered with the Management Office.

3.3. Bicycles may be stored in the bicycle racks that are placed in the common areas of P4 and the upper level of the parking structure, or within the Unit's limited common area parking space. Bicycles stored at the front of parking spaces must not be chained or locked to any plumbing, sprinkler piping, gas line, conduit, or other fixture or part of the building's structure.

3.4. Bicycles may be stored in a Unit but may only enter the building through the service door adjacent to the overhead garage doors.

4. Circulars/Flyers

4.1. Circulars/flyers may not be placed in the Common Elements (i.e.: lobbies, hallways, elevators) or distributed door-to-door by any companies, businesses, or individuals other than the Management Office or the Board of Directors for official Association business.

4.1.1. Management reserves the right to remove any posting, at any time, without notice.

5. Common Elements

5.1. To ensure a measure of decorum and preserve others' preference for modesty, no

resident or guest is allowed to be outside their unit anywhere on the Common Elements or Association Property with bare feet, in stocking feet, robes or sleepwear. Proper attire includes the wearing of shirts in all Common Elements. When going to and from the Pool, wear footwear to avoid slipping or transmitting fungal infections. Wear an appropriate wrap to ensure modesty and to avoid dripping Pool water.

5.2. Smoking is prohibited in the following Common Elements of the building: Corridors, Storage Rooms, Stairwells, Elevators, Parking Garage, Laundry Room, Main Lobby, Elevator Lobby, Pool, Sundeck, Business Center, Multi-Purpose Room, Community Room, Dog Park, Fitness Center, Management Office, or anywhere along the drive in front of the building.

5.3. An authorized representative of the Board, the Management Office or an Association contractor shall be entitled, with reasonable prior notice, to enter individual Units to accomplish pest extermination services or to inspect, repair or replace Common Elements, or Limited Common Elements. Prior notice is not required in an emergency.

5.4. Unit owners are financially responsible for any damage to the Common Elements and Limited Common Elements caused by occupants, guests, contractors, vendors, employees, tenants, pets, or damage caused by unsecured property.

5.5. All exterior doors to the building must remain secure at all times. This prohibits placing any items to hold the door open, without active monitoring.

5.6. See additional requirements of contractors/service companies in Appendix A (Category C, Remodeling Guidelines – General Conditions, paragraph k-Damage to Common Elements.

6. Community Room

6.1. The Community Room may be used by small groups of a maximum of 10 total individuals free of charge when it is not reserved. The resident must accompany any guests at all times and agrees to be responsible for actions and behaviors of all guests including damage. The resident must return the Community Room furniture to its original location and wipe clean any soiled surfaces.

6.2. A fee will be charged to reserve the Community Room. A maximum of 6 hours and not more than 40 guests is allowed.

6.3. Residents must return to the Management Office a completed reservation form and rental fee not less than 2 weeks prior to the reservation date.

6.3.1. Reservations cannot be scheduled more than 6 months in advance.

6.3.2. Resident agrees to be responsible for any loss, damage, and cleaning fees. Payment shall be due within 15 days of invoicing. Unpaid fees or charges shall become a lien against the Unit owner.

6.3.3. Determination of loss, damage, and cleaning fees is subject to inspection by the Management Office after the event.

6.4. Reservation of the Community Room or other specified areas does not grant exclusive or privileged access to other LOTL amenities.

6.4.1. Areas of the Sundeck may be reserved in conjunction with the Community Room for an additional fee. Make the request at the time of reservation of the Community Room.

6.4.2. The Multi-Purpose Room may be reserved in conjunction with the Community Room for an additional fee. Make the request at the time of reservation of the Community Room.

6.5. No live bands or disc jockeys are permitted in the Community Room or on the Sundeck, with the exception of Association organized events.

6.6. Personal stereo systems used within the Community Room must not disturb any residents. No personal stereo systems are permitted anywhere on the Sundeck. (See Rules and Regulations related to Noise and Disturbance).

6.7. Community Room hours: 8:00am to 12:00am on Fridays & Saturdays; 8:00 am – 10:00 pm on Sundays through Thursdays. The Community Room shall be cleared of all guests not later than 12:00am.

7. Corridors and Doors

7.1. The exterior doors, frames, and locks of Units may not be changed, altered, or painted. Nothing can be affixed, attached, or hung from the door frame. If a resident violates this rule, the Association may repair or replace the door as appropriate and charge the resident.

7.2. Exterior door decorations are permissible if hung/attached with removable hangers or strips which will not harm or remove the paint of the door (such as “Command Strips). No nails or screws or anything else is permitted that would harm the integrity of the exterior door. Anything that threatens public health or safety, violates existing law, contains obscenities, hinders the opening or closing of any entry door, or extends more than 5 inches out from the door is prohibited. “For Sale” or “For Rent” signs, political signs, advertising, leaflets, of flyers are prohibited.

7.3. The exterior doors of Units must be kept closed at all times for security, and to comply with the City of Milwaukee fire code. The Association is authorized to close doors of non-complying residents and will not be liable for any damages in doing so.

7.4. No items are to be left in the corridors. This includes but is not limited to shoes, boots, strollers, umbrellas, doormats, laundry bags, bicycles, garbage bags, water bottles, carts, boxes, and cardboard. Any items found in the corridors will be removed and

disposed of at the resident's expense.

7.5. Any weatherstripping installed by residents must not be visible from the outside of the door.

8. Deliveries

8.1. Non-food or non-grocery deliveries by vendors must be made through the loading dock service door during designated hours. Deliveries shall be made via the freight elevator only and must be scheduled ahead of time with the Front Desk Attendant.

8.2. Food and Grocery deliveries must be made through the Front Desk Attendant.

8.3. The Association is not liable for the loss or damage of any delivered property, nor is the Association liable for any property left for residents or by residents with an Association employee or their Agents.

8.4. The Association reserves the right to control and limit entry to the building by delivery people and vendors. The front desk attendant will not contact the resident if a delivery driver or vendor arrives unannounced. In such cases, the driver or vendor must contact the resident directly to gain access to the building.

8.5. Furniture or other large items should be delivered when the resident is at home. If this is not possible, the Front Desk Attendant must be notified, and an entry authorization form filled out and signed by the resident anticipating the delivery. The Front Desk Attendant will not sign for and will not inspect these deliveries.

8.6. No items may be left unattended in the receiving hallway or resident hallways. The Association is not accountable for unattended packages or items.

9. Dog Park

9.1. Dog owners/guardians must pick up and properly dispose of dog excrement. Failure to do so will result in immediate fines.

9.2. Dog owners/guardians must be present within the enclosed dog park and is responsible and liable for behavior of the dog(s) at all times.

9.3. Dogs must be leashed while entering and exiting the dog park.

9.4. Dogs in heat are prohibited from using the dog park.

10. Elevators

10.1. No person may detain the elevators for any purpose unless scheduled with the Front Desk Attendant.

10.2. Passenger elevators are restricted to use by residents, building employees and guests and the small packages they may be carrying. If the object cannot be carried by one person and does not fit into the shopping carts provided by the Association, it must be transported in the freight elevator. Luggage carts are provided for use by the Association and should be used in the freight elevator whenever possible.

10.3. The freight elevator must be used for deliveries, maintenance and moving. Household furnishings must be moved in this elevator and must be scheduled in advance through the Front Desk Attendant.

11. Emergencies

11.1. The following emergencies must be reported to the Front Desk Attendant at 414-224-1660 for investigation or maintenance response: Fire, smoke, pest infestations, flood (broken pipe), toilet overflow, toilet leaking, drain leaking, dishwasher leaking, sink or bathtub overflow, no heat, loss of electric power, broken window.

12. Enforcement, Violation, Procedure and Attorney Fees

12.1. Reporting of Violation

12.1.1. All violations must be reported to Management in writing and must contain the following:

12.1.1.1. Name of offender and unit number, if known.

12.1.1.2. Violation observed and a description of the violation.

12.1.1.3. Time and place of occurrence or, if a continuing violation, the time, or times of observance of the occurrence.

12.1.1.4. Name, address, email, and telephone number of the reporting resident.

12.1.1.5. Preprinted incident report forms are available from Management upon request.

12.2. Notice of Violation Upon receipt of a complaint, Management shall send a letter to the alleged violator which contains the following:

12.2.1. A description of the violation, including the date, time, and location of the events giving rise to the dispute, the persons involved in the events, and the resident's role in the event(s).

12.2.2. The basis for the claim, including any applicable provisions of the Declaration, Bylaws, Rules & Regulations, or other condominium documents.

12.2.3. A proposal for resolving the dispute to which the alleged violation relates.

12.2.4. A statement that the resident may request a "direct negotiation conference" and the method for doing so.

12.2.5. In addition, the letter may include the immediate issuance of a fine(s) and related attorney fees.

12.3. Direct Negotiation Conference

12.3.1. Defined: A "direct negotiation conference" is a meeting with at least 3 members of the board and the alleged violator, at which the alleged violator may defend themselves against the allegations and present any evidence in support of they/their position. The conference should include an exchange of offers and counteroffers by the parties or a discussion of the strengths and weaknesses or the merits of the parties' positions.

12.3.2. Request. A unit resident receiving a Notice of Violation (as provided in sub (2), above), may, no later than 10 business days after receiving the notice, request a direct negotiation conference with the Association. The request must include at least 3 proposed dates and times for the direct negotiation conference that are at least 5 days but not more than 30 days after the request is delivered.

12.3.3. Decision. The decision of a majority of the board members present at the conference shall be conclusive.

12.4. Fines and Attorney Fees.

12.4.1. The fine for a violation of any and all applicable laws and ordinances, the Condominium Declaration, Bylaws, and Rules and Regulations shall be either a Class One or Class Two violation as stated below, unless another amount is determined by the Association Board. Each day a violation continues is a separate violation. Said fine is not a waiver of other remedies, including actual damages and an injunction.

12.4.1.1. **Class One Violation:** Examples: Including, but not limited to, vandalism, unapproved construction, throwing items from windows/balconies, and actions that may threaten the safety or welfare of residents, employees, or the general public. Fines:

First Offense: $1,000

Second Offense: $2,000

Third and Subsequent Offenses: $3,000

12.4.1.2. **Class Two Violation:** Examples: Including, but not limited to, noise, misuse of Association property, littering the Common Element area,

unapproved exterior decorations, or alterations, etc. Fines:

First Offense: A written warning for the unit owner or resident's first violation of the Governing Documents. The warning shall include a cure period and fine(s) of $250 shall be issued at the expiration of the cure period if the violation continues.

Second Offense: $250

Third and Subsequent Offenses: $500

If the Association retains legal counsel to aid in the enforcement of applicable laws, the Condominium Declaration, Bylaws, and Rules and Regulations, it shall be entitled to recover its actual attorney fees and costs from the resident(s) committing the violation.

12.4.1.3. Fines, attorney fees and costs will be invoiced and are due no later than twenty (20) days after the date of the invoice.

12.4.1.4. Unpaid fines, attorney fees and costs shall be deemed an assessment against the unit and shall be subject to late fees.

12.4.2. The Association shall also be entitled to recover its actual attorney fees and costs related to the collection of unpaid fines.

12.4.3. All unpaid fines, attorney fees and costs are a personal liability of the resident and shall be a lien against the Unit ownership, which may be foreclosed upon as provided by law.

12.5. Other Enforcement.

12.5.1. The Association may apply to a court of competent jurisdiction to obtain injunctive relief to enforce a violation of any and all applicable laws, the Condominium's Declaration, Bylaws, Rules and Regulations, or this section. The Association, if successful, shall be entitled to recover the costs of the proceeding and attorney fees.

12.6. Owner's Interest.

12.6.1. All Unit Owners shall be responsible for all actions of their guests, tenants, and tenants' guests. In the case of the alleged violator being a tenant, a copy of all notices shall be emailed and/or mailed to the Owner of the Unit affected; and the Unit Owner shall be entitled to attend the direct negotiation conference, and present evidence as prescribed above.

13. Fitness Center

13.1. The Fitness Center is open 24/7.

13.2. Residents using the Fitness Center must sign the Use of Amenities waiver form.

13.3. Glass and shatter-able items are prohibited in the Fitness Center.

13.4. Do not bring food, gum, or tobacco into the Fitness Center.

13.5. Eating in the Fitness Center is prohibited.

13.6. Drinks must be in plastic, metal, or paper containers.

13.7. Equipment must be wiped down before and after each use.

13.8. Weights must not be dropped. Weights must be racked, and dumbbells stored after use.

13.9. Personal cell phone calls not permitted. Headphones must be used with all portable electronic devices.

13.10. Report any equipment problems to the Front Desk Attendant immediately.

13.11. The Association reserves the right to control guest usage of the building amenities, including the Fitness Center.

13.12. All residents and guests are required to wear appropriate attire, including shirts, in the Fitness Center.

14. Garage Parking

14.1. No drilling, grinding or other dust-generating activity is allowed anywhere in the garage for any reason.

14.2. Each garage parking space is a Limited Common Element made appurtenant to a Unit by the original deed to the Unit or subsequent assignment by Declarant. However, certain reasonable restrictions limit what may be stored in the parking space.

14.2.1. Each garage parking space shall be used only for the parking of automobiles and other 2 or 4-wheeled motor vehicles registered, or eligible for registration, for operation on public highways. The Board must specifically approve any other device or machine offering personal mobility.

14.2.2. In no event shall any articles of personal property, including, but not limited to, 5-gallon water bottles, spare tires, trash bags, plastic bags, cloth bags, paper bags, tarps, luggage, toys, baby carriages, wagons, furniture, Landmark shopping carts and cardboard boxes be stored or kept in any garage parking space or any part of

the Common Elements except as listed below. In addition, articles of personal property including but not limited to bicycle helmets, bicycle pumps, windshield wiper fluid, clothing, car floor mats, and (folding) chairs must be enclosed in storage cabinets and/or stackable storage tubs.

14.2.3. Enclosed, upright storage cabinets, stackable storage tubs may be stacked securely at the front of garage parking spaces as approved by the Association and in compliance with the Bylaws of the Association Article VIII, Section 8.1(1)). Containers and totes without lids are not permitted. Personal, collapsible shopping carts/wagons are acceptable. Bicycle car racks, bicycles, and two-wheeled scooters are acceptable. Large non-styrofoam coolers are acceptable. Cloth covers specifically designed for the sole purpose of protecting a specific item are acceptable. No storage units may interfere with windows, piping, fire prevention, lighting, or other Common Elements.

14.2.4. No items may extend beyond the painted lines of the parking space.

14.2.5. Freestanding storage shelves may be used to secure smaller bins.

14.2.6. All parking aids (cones, signs, stoppers, parking mats, blocks, etc.) must be pre-approved by Management.

14.3. Each vehicle must be parked entirely within the painted lines that mark the limits of the Unit's assigned garage parking spaces. A vehicle is considered properly parked when the perimeter of the vehicle, including the outer edges of the mirrors, tailgate, bumpers, racks, or other fixtures protruding from the vehicle, as well by the vehicle's wheelbase and tread, are within the painted lines.

14.4. No "For Sale" or "For Rent" signs, political signs, advertising, or other displays shall be maintained or permitted on or in any part of a garage parking space or the Common Elements, nor shall any resident or other person place on vehicles, deliver to garage parking spaces, or otherwise post, display, or distribute leaflets, fliers, notices, advertising, or other materials within the garage without the express consent of the Board.

14.5. No construction, assembly, painting, body work, washing, mechanical repairs or other work or maintenance shall be performed on any vehicle in any garage parking space except such minor emergency repairs (such as jump starting or changing a flat tire), as may be necessary to render a nonoperational vehicle operational. Replenishment of fluid reservoirs is acceptable if it is done without spillage.

14.5.1. Residents shall not permit, cause, or suffer their vehicles to leak fluids on the floor of garage parking spaces or Common Elements. Residents must maintain the vehicle to prevent fluid leakage. Residents shall be responsible for the cost of removing or cleaning fluid accumulations.

14.6. Residents shall not park, nor permit their guests to park on Common Elements, nor shall residents or their guests park in other Unit owners' garage parking spaces without

the express permission from the Unit owner. Either the Unit owner or Management may tow vehicles parked in violation of this restriction at the expense of the vehicle's owner.

14.7. Negligent or reckless operation of vehicles within the garage is prohibited. The speed limit inside the garage is 5 miles per hour. Lights must be on when driving into and out of the garage. For safety reasons, vehicles entering the parking garage must pause and use their opening device after the door in mostly closed. Vehicles entering the garage must pause long enough upon entry to deter unauthorized vehicles from gaining access.

14.8. Each resident or other operator of a motor vehicle within the garage shall be responsible for any damage caused by the operation of their vehicle to another vehicle, to any person or to the Common Elements. The Board and the Association shall not be responsible for damage claims to vehicles or injuries to persons caused by the operations or entry or exit from vehicles within the garage or property.

14.9. No garage parking space may be leased or rented to any nonresident. The term of the lease must be at least 30 days. No garage parking space may be simultaneously leased or rented to more than 1 tenant. Within 10 days of the execution thereof and prior to occupancy by the tenant, a copy of each lease pertaining to a garage parking space shall be furnished to the Management Office. The lessee under every lease shall be bound by and subject to all of the obligations, under the Condominium Declaration, Bylaws, and Rules and Regulations, of the Unit owner making such lease and the failure of the lessee to comply therewith shall constitute a default under the lease which shall be enforceable by the Board and the Association, and the lease shall be deemed to provide expressly so. All leases must be in writing and the making of the lease shall not relieve the Unit owner of any obligation arising under the Condominium Declaration, Bylaws, and Rules and Regulations.

14.10. No PEV licensed for operation on public highways may be plugged into any Common Element area electric receptacle. The Landmark on the Lake does not have the infrastructure and equipment to support recharging of plug-in electric vehicles (PEV) or the independent metering to charge the cost of the electric current to the owner or user of the vehicle.

14.11. Guest Parking Rules within the Garage Parking

14.11.1. Any guest seeking to use a Guest Parking Space must first request a Guest Parking Permit from the Front Desk Attendant. This permit must be displayed on the dashboard of the vehicle.

14.11.2. Guest Parking Permits will be for 24 hours or less. Guests may not park in a Guest Parking Space any longer than 24 consecutive hours. No guest can receive two or more consecutive 24-hour Guest Parking Permits.

15. Garbage

15.1. Please use the trash chutes only between 6:30 A.M. - 10:00 P.M.

15.2. Do not throw hot ashes, lighted smoking materials, unquenched matches, glass/bottles, pizza boxes, cardboard boxes, hangers, long objects, paint, cat litter, liquids, oily rags, or caustic materials down the chute.

15.3. All refuse must be placed in plastic bags and sealed before disposing in the chute. Use only kitchen-size bags. Do not use large barrel-size or yard waste bags.

15.4. Large objects and packages, packing materials, and corrugated cardboard moving boxes must be brought to the dumpsters designated for commingled recyclables on the first floor. Do not force these items down the garbage chute as they will clog and damage the chute. Moving boxes should be broken down and placed in one of the recycling dumpsters.

15.5. Residents are responsible for contacting a third party for pickup or items too large for the dumpsters.

15.6. All recyclables (listed below) are to be placed in the dumpsters designated for commingled recyclables. The following are examples of the materials which are part of the recycling program:

15.6.1. PAPER: Office, copy, and school paper, newspaper and inserts, magazines, catalogs, phone books, junk mail, envelopes, hardback books (remove cover), soft back books, brown paper sacks, shredded paper.

15.6.2. CARDBOARD (MUST BE FLATTENED): Cereal and frozen food boxes, paperboard boxes, soda, beer, and shoe cases.

15.6.3. PLASTICS: Plastic food containers labeled #1, 2, 3, 4, 5, 7. Water and soda bottles, milk, juice, beverage jugs, detergent bottles, fabric softener bottles, household cleaner bottles, yogurt containers, margarine tubs, ketchup bottles.

15.6.4. GLASS: Beverage and food containers, clear, brown, and green glass.

15.6.5. METAL/ALUMINUM: Aluminum cans, foil, steel cans, tin containers, aerosol cans, metal lids.

15.6.6. The following items ARE NOT ALLOWED to be recycled and should be thrown in the dumpster designated for trash and landfill: plastic bags (including plastic bags filled with recyclables), plastic toys, scrap metal, hazardous waste, diapers, syringes, needles, Styrofoam, flattened bottles or cans, plastic caps from glass bottles and jars, liquids, ceramic (china, dishes), mirrors, light bulbs, Pyrex, porcelain, window glass, electronics.

15.7. Liquid or solid hazardous waste cannot go into the trash or recycling containers. This

includes but is not limited to propane tanks, oil-based paint, wet latex paint, household cleaners, motor oil, tires, electronics and batteries (lead acid, lithium, nicad).

15.8. Residents bringing live Christmas Trees into the building are required to use tree bags when transporting Christmas trees within the common elements. In addition to tree bags, the freight elevator must be used to transport Christmas trees in and out of the building. All live Christmas trees must be removed from the building no later than January 31st."

16. Guest Suite

16.1. Check-in time is 3:00 pm. Check-out time is 10 a.m.

16.2. Smoking is prohibited in the Guest Suite.

16.3. Pets are prohibited in the Guest Suite.

16.4. Suite includes 1 parking space in the garage. Other vehicles must park on the street.

16.5. Guests must leave the Guest Suite in the same condition it was prior to occupancy. Cleaning charges may apply if the unit is left in an unreasonable condition.

16.6. Cancelation fees will be assessed as follows:

16.6.1. Reservations up to 7 days in duration: No charge for cancellations over 2 days in advance of the check-in date. Residents who cancel with fewer than 2 days' notice will be assessed a cancellation fee equal to the cost of one night. If the nightly cost varies, an average will be calculated.

16.6.2. Reservations 8-14 days in duration: No charge for cancellations over 2 days in advance of the check-in date. Residents who cancel with fewer than 2 days' notice will be assessed a cancellation fee equal to the cost of three nights. If the nightly cost varies, an average will be calculated.

16.6.3. Reservations over 15 days in duration: No charge for cancellations over 14 days in advance of the check-in date. Residents who cancel with fewer than 14 days' notice will be assessed a cancellation fee equal to the cost of five nights. If the nightly cost varies, an average will be calculated.

16.7. Reservations for the Guest Suite cannot be made more than 6 months in advance of the first night of the stay.

17. Inspections

17.1. The Board of Directors has the right, from time to time and upon reasonable notice, to authorize the Management Office or Maintenance Department to enter Units for non-emergency inspections. The purpose of these inspections may be for the purpose of,

but not limited to, inspection of plumbing, electrical, smoke detectors, pigeon droppings and nests, investigations for possible leaks, and to inspect electrical wiring for possible overloads.

18. Kitchen and Bathroom Drains

18.1. Never dispose of anything in the Unit's toilet or down the sink or tub drains that will cause the pipes to become clogged. Flooding can result. Such things include potting soil, gravel from plants or fish tanks, cat litter, thick oil, or food waste in large chunks. Remember that the kitchen sink disposer is only intended to grind up small residue left in the sink. The largest quantities and chunks of food waste should be placed in plastic bags and dropped down the trash chute. It is the responsibility of each resident to perform preventative maintenance on kitchen and bathroom drains. Bio-Clean or another similar product is recommended.

19. Laundry Room

19.1. The Laundry Room washers and dryers are leased from and operated and maintained by a separate, independent commercial entity. They are reserved exclusively for the benefit of the residents and their respective guests.

19.2. The Association assumes no liability or responsibility for the operation or maintenance of the Laundry Room machines.

19.3. Pets are not permitted in the Laundry Room.

19.4. Washers and dryers are to be emptied as soon as the cycle is completed. Laundry shall not be left in the washers and dryers for an extended period after the cycle is completed. Any neglected laundry left in the machines for more than 10 minutes after the end of the cycle may be removed by the resident waiting for a machine. The laundry may only be placed on the counter. Neglected laundry left on the counter overnight may be moved to the canvas laundry cart.

19.5. Empty the dryer lint trap after each load. Wipe up laundry chemical spills.

19.6. Rinsing diapers in the Laundry Room sink is not permitted. Diapers are to be rinsed in the residential Unit before being placed in the Laundry Room washers.

19.7. If a machine malfunctions, place an out-of-order tag on the machine and notify the Front Desk Attendant.

19.8. Dyeing clothes in the sinks or washers is prohibited.

19.9. Avoid littering the Laundry Room. Discard lint, dryer sheets and empty laundry chemical containers in the appropriate receptacles.

19.10. Food, smoking, and alcoholic beverages are prohibited.

19.11. The Laundry Room door must remain closed to contain noise and ensure proper air circulation.

19.12. Appropriate attire including shoes and shirt must be worn.

20. Lobby

20.1. Solicitations are not permitted in the lobby without prior written Management approval.

20.2. The Management Office or the Board prohibits signs in the lobby except those receiving prior written approval.

20.3. No one is allowed in the lobby in bare feet, stocking feet, robes, sleepwear, or bathing suits.

20.4. Rollerblades, roller skates, skateboards, golf shoes, ice skates, and other footwear that might damage the flooring in the lobby may not to be worn or used while passing through the front lobby. Bikes and rollerblades should come through the north lobby door adjacent to the overhead garage doors.

20.5. Residents are prohibited from entering package rooms.

20.6. Front desk attendants will not permit visitors (including guests, service providers, contractors, delivery drivers, et al.) into the elevator banks without the resident's prior consent. The front desk attendant will not contact the resident if a visitor arrives unannounced. In such cases, the visitor must contact the resident directly to gain access to the building.

21. Moving, Selling, Leasing, and Occupancy

21.1. Move-ins and move-outs are only permitted between the hours of 9:00am and 5:00pm. Moves are scheduled on a first-come, first-served basis dictated by availability of the freight elevator. Long range, advance planning is highly recommended, especially during the peak spring through fall moving seasons.

21.2. The move-in fee or the move-out fee must be paid in advance of the move.

21.3. All leases must be in writing, on the required form(s). See By-laws section 8.1(c).

21.4. Unit lease, sub-lease or lease assignment terms may not be less than 6 months duration. See Bylaws section 8.1(c).

21.5. Use of any Unit for any purpose other than as provided in the Condominium Declaration, Bylaws, and Rules and Regulations is prohibited. Any activity which

generates substantial traffic or inconvenience to any other resident in any Common Element area is expressly prohibited unless prior Board approval has been given.

21.6. If any Unit owner moves or permits a tenant to move in violation of this section, "Moving, Selling, Leasing and Occupancy", or in violation the Condominium Declaration, Bylaws, and Rules and Regulations of Landmark on the Lake Condominium Association, Ltd., the Board of Directors may levy a fine against the Unit owner. The Board may also elect to file suit to evict the tenant.

21.7. Any moving of large items must be done through the loading dock only.

21.8. The cost to repair moving damage that exceeds the move-in fee will be charged to the Unit owner.

21.9. At the time of the transfer of ownership of a unit, the purchaser of the unit shall pay to the Association an amount equal to 6 months installments of regular assessments. These fees shall be used for the operation of the Common Elements. Amounts paid pursuant hereto are not to be considered as advanced payments of installments of the regular assessments.

22. Multi-Purpose Room

22.1. The Multi-Purpose Room is open 24/7 for use as a low-impact exercise facility. Such use includes, for example, the practice of yoga, tai chi, Pilates, ballroom dancing, martial arts (non-combat and no weapons permitted), etc. Residents are encouraged to share the space and be considerate of other simultaneous users. Generally, residents may walk in and use the Multi-Purpose Room whenever it is not reserved.

22.2. The Multi-Purpose Room may be reserved in conjunction with the Community Room for an additional fee.

22.3. The Multi-Purpose Room may be reserved when fee-for-service trainers are conducting a training class.

22.4. Residents hiring fee-for-service trainers to assist them in the Multi-Purpose Room must require their trainers to provide to the Management Office a certificate of insurance prior to the first service and annually thereafter listing Landmark on the Lake Condominium Association as an additional insured. Residents must sign a Use of Amenities and Waiver of Liability form prior to first service. Forms for these purposes are available from the Management Office.

22.5. The Management Office may then grant a revocable privilege to trainers who meet this requirement and may permit the trainers to solicit additional residents for classes in the Multi-Purpose Room.

22.6. Residents using the Multi-Purpose Room must sign the Use of Amenities waiver form.

22.7. Glass and shatter-able items are prohibited in the Multi-Purpose Room.

22.8. Eating in the Multi-Purpose Room is prohibited. Food is permitted for parties and meetings when reserved in conjunction with the Community Room and Association organized events.

22.9. Drinks must be in plastic, metal, or paper containers.

22.10. Equipment must be wiped down before and after each use.

22.11. Report any equipment problems to the Front Desk Attendant immediately.

22.12. The Association reserves the right to control guest usage of the building amenities, including the Multi-Purpose Room.

22.13. All residents and guests are required to wear appropriate are, including shirts, in the Multi-Purpose Room.

23. Noise and Disturbance

23.1. Remodeling and construction in any unit that is audible outside the Unit is prohibited before 9:00 a.m. and after 5:00 p.m., Monday through Friday. No remodeling or construction is allowed on Saturdays, Sundays, or Federal Holidays. (Painting is permitted if it does not use a compressor. Carpet installation is permitted if the tack strips are already installed.)

23.2. Residents must ensure that they and their guests do not disturb others by, slamming of unit doors, playing TV or music too loudly, or by speaking in loud voices, including while walking in the hallways and out on the Sundeck. This courtesy must be extended to others at all times. Any complaint to residents must be rectified immediately.

23.3. Any unit construction that may result in noise, or otherwise disturb neighboring units, must be reported to management at least 48 hours in advance. In the event of an emergency, notice of construction noise should be given as soon as possible.

24. Parking in the West Plaza

24.1. Parking in the "Loading Zone" in front of the building is prohibited except for pick-up and drop-off of passengers and packages/groceries.

24.2. No vehicle may be left unattended longer than 15 minutes. Improperly parked vehicles will be towed away at the owner's expense. Parking is prohibited in the loading dock area without prior authorization from Management.

25. Pest Control

25.1. Residents are to notify the Management Office or the Front Desk Attendant if pests are found in a Unit, Unit balcony, or in any Common Element areas.

25.2. Management is authorized to enter any Unit to exterminate. Unit owners must properly prepare for the exterminators per instructions from Management.

26. Pets

26.1. Association Bylaws Section 8.1 (e) “Animals and Poultry” reads as follows and is incorporated here as part of the Rules and Regulations. "No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Unit or in any of the Common Elements except domesticated pets may be kept as household pets by residents, provided any such pets are not kept or maintained for commercial or breeding purposes, and are kept subject to rules and regulations which may be adopted by the Association regarding same. A pet shall not be allowed at large within the Common Element areas and all household pets shall always be leashed and within the immediate control of a person at all times when inside of the building. All droppings must be picked up and disposed of by the person in control of a pet. Owners of pets shall take reasonable precautions and efforts to prevent their pets from being a nuisance or annoyance to other residents.

26.2. Residents should also be aware that Milwaukee City Ordinances require dog owners to register their pets as well as keep their pets on a leash at all times when not on the owner's property, and to pick up their dog's excrement. Failure to comply with the leash ordinance or failure to remove the dog's excrement can result in fines.

26.3. Dogs must be held on a short leash or placed in a carrier or carried when in the Common Elements, both inside and outside the building with the exception of the dog park.

26.4. Dog owners shall not permit their dog to defecate or urinate in any Common Elements or Limited Common Elements indoors or outdoors, including on any paved or landscaped area of the Landmark property other than the dog park and the grass north of the parking garage. A fine, plus cleaning costs, may be levied on any resident whose pet defecates or urinates on any Common Elements or Limited Common Elements. If an accident occurs, immediately clean up the area and contact the Front Desk Attendant or Maintenance staff to sanitize the area. As dogs re-enter the building their paws should be cleaned of all wetness, dirt, salt, etc. in order to avoid tracking it throughout the Common Element areas.

26.5. Pets are not permitted in the Management Office (other than for registration purposes), Laundry Room, Sundeck, Guest Suite, Community Room, Pool, Business Center, Multi-Purpose Room or Fitness Center, Front Lobby, or Mailroom. The only time a pet is allowed in the Inner Lobby and Front Lobby is when carried or escorted on a short, controlled leash to the parking structure.

26.6. There is a limit of 2 domesticated pets per unit, only 1 of which may be a dog. The

dog's weight is limited to 75 pounds. No resident of the Landmark on the Lake or visitor of a resident may bring or keep on the premises any Rottweiler, Pit Bull, Doberman Pinscher, Akita, Wolf or Wolf hybrid, Chow Chow or Perro de Presa Canario (Canary Dog). All dog owners must provide the Association with proof of pet liability insurance coverage that covers their breed of dog.

26.7. Any domesticated pet permitted in the building must be licensed with the City of Milwaukee and the Management office must be provided with proof of all required vaccinations. Residents will be responsible for any violations or damage that occur, whether pets are in the resident's control or the control of a third party.

26.7.1. All visiting pets must be registered at the front desk. All visiting pets must have the required vaccinations.

26.8. Residents shall assume full responsibility for any personal injury, property damage or continuous disturbances caused by any pet residing full time or temporarily in their Unit.

26.9. Any pet causing personal injury or deemed a nuisance by Management, or the Association must be muzzled when in any Common Elements and the resident will be subject to the procedures as specified in these Rules and Regulations.

26.10. If above rules are violated repeatedly or in the event of a first-time offense where the animal has displayed violent or aggressive tendencies, the Board may take further action up to and including eviction of the pet.

27. Pool Area

27.1. Pool Area hours: 5:00 am – 12:00 am

27.2. Proper swim attire required.

27.3. Food in the Pool Area is prohibited.

27.4. Diaper changing in the Pool Area is prohibited.

27.5. Toys in the Pool Area are prohibited.

27.6. Smoking is not permitted in the Pool Area.

27.7. Doors and windows must not be propped open.

27.8. Removing furniture from the Pool Area is prohibited, unless necessary for an Association organized event.

27.9. Persons under the influence of drugs and/or alcohol are not allowed in the Pool Area.

27.10. All posted state and Association rules within the Pool Area must be followed.

27.11. The Association reserves the right to control guest usage of the building amenities, including the Pool Area.

28. Smoking

28.1. Smoking is permitted within Units and on Unit balconies. Smoking is prohibited in the following Common Elements of the building: Corridors, Storage Rooms, Stairwells, Elevators, Parking Garage, Laundry Room, Main Lobby, Elevator Lobby, Pool, Sundeck, Business Center, Multi-Purpose Room, Community Room, Dog Park, Fitness Center, Management Office, or anywhere along the drive in front of the building.

29. Storage Rooms/Lockers

29.1. The storage rooms located on the 2nd floor are Limited Common Elements governed by the Condominium Declarations.

29.2. The Association is not responsible for damage to the contents in the storage rooms whether by fire, flood, or loss due to theft or vandalism. The doors to the storage lockers are to be locked at all times.

29.3. It is the resident's responsibility to obtain a lock for their storage area.

29.4. Storage Lockers must be locked at all times.

29.5. Storage Lockers must be clean and free from debris and trash.

29.6. No one may store in the lockers any hazardous or highly flammable materials such as solvent-based cleaners, flammable paint, paint thinner, oil, oily rags, gasoline, flammable or corrosive chemicals, tires, etc.

30. Sundeck

30.1. Sundeck hours: 8:00 am to 12:00 am on Fridays and Saturdays; 8:00 am to 10:00 pm Sundays through Thursdays.

30.2. Areas of the Sundeck may be reserved in conjunction with the Community Room for an additional fee. Make the request at the time of reservation of the Community Room. The Sundeck cannot be reserved independent of the Community Room.

30.3. The resident must accompany guests at all times. Groups are limited to a maximum of 10 total individuals. Larger groups must make a reservation with the Management.

30.4. Sundeck furniture must not be removed from the Sundeck or dragged across the

membrane.

30.5. Pets are not permitted on the Sundeck.

30.6. All trash must be deposited in the proper receptacles.

30.7. Glass and shatter-able items are prohibited on the Sundeck. Drinks must be in plastic, metal, or paper containers.

30.8. Headphones must be used with all portable electronic devices.

30.9. Chaise lounges and chairs may not be reserved or held. Chaise lounges and chairs not occupied must be relinquished.

30.10. Biking, skateboarding, rollerblading, and rough horseplay is prohibited.

30.11. Pickleball hours: Summer (May 1 – Aug 31) 9:00 am to 8:00 pm; Winter (Sept 1 – April 30) 9:00 am to Dusk).

30.12. Only USA Pickleball quiet rated paddles and balls are permitted. These may be checked out from the front desk and must be returned after use.

30.13. Smoking on the Sundeck is prohibited.

30.14. Persons under the influence of drugs and/or abusive use of alcohol are not allowed on the Sundeck.

30.15. All residents and guests are required to wear appropriate attire, including footwear on the Sundeck.

30.16. Sundeck furniture and games must be returned to its original location and wiped clean.

30.17. Gas propane tanks - to operate the grills and fire pits - must be shut off after use.

30.18. Grill grates must be cleaned with a brush after use.

31. Water Furniture

31.1. Water furniture of any kind is prohibited in all Units. Water furniture is any bed, mattress, chair, sofa, or any other item of furniture that contains as a part of its elements any substance in a liquid or gel like state.

32. Website

32.1. Resident Directory

32.1.1. The directory is not to be used for private solicitation (monetary or otherwise),

business, commercial, or political purposes, or group mailings of any kind.

32.1.2. The directory may not be used by any resident to express or solicit personal grievances with anyone, or anything associated with the condominium building, Management or the Association.

32.1.3. Any communications between residents using the directory should be conducted in a respectful manner. Insulting, offensive, threatening, unlawful, harassing, profane, racist, sexist, slanderous, defaming, and similar communications are prohibited.

32.1.4. The Board also reserves the right to change or modify these rules and policies at any time.

32.2. Pet Directory

32.2.1. The pet directory is not to be used for private solicitation (monetary or otherwise), business, commercial, or political purposes, or group mailings of any kind.

32.2.2. Any communications between residents using the pet directory should be conducted in a respectful manner. Insulting, offensive, threatening, unlawful, harassing, profane, racist, sexist, slanderous, defaming, and similar communications are prohibited.

32.2.3. The Board also reserves the right to change or modify these rules and policies at any time.

32.3. Classified

32.3.1. Ads may be approved by Management before going live.

32.3.2. The Association in no way endorses or is responsible for any of the statements made in a classified ad. The Association does not warranty in any way the nature or quality of any product or service. It is up to the purchaser to verify all facts and representations and the quality of the goods or services being offered.

32.3.3. All ads should be written in a respectful manner. Ads that deemed to be insulting, offensive, demeaning, threatening, unlawful, harassing, profane, racist, sexist, slanderous, libelous, defaming, and similar communications or that would be in violation of the rules are prohibited.

32.3.4. Ads that contain false or misleading information, or involve illegal or unlawful products or services, or which discriminate on the basis of race, sex or sexual orientation, age, religion, or other protected classes, are prohibited. No pornographic or obscene images in any way or form are permitted including links to this type of material or suggesting to others where to find such material.

32.3.5. The Board also reserves the right to change or modify these rules and policies at any time.

32.3.6. Here is a partial list of goods and content allowed on LOTL's Classifieds page:

- Antiques
- Appliances
- Arts & Crafts
- ATV & Snowmobiles
- Auto Parts
- Baby & Kid
- Beauty/Health/Exercise
- Bicycles & Parts
- Books
- Cars & Trucks
- CD's & DVD's
- Clothing & Accessories
- Collectibles
- Computers & Parts (video gaming)
- Electronics (cameras, video, etc.)
- "Free"
- Furniture
- General
- Parking Spaces for Rent
- Household Goods
- Jewelry
- Motorcycles & Parts
- Music Instruments
- RVS & Camping
- Sporting
- Tickets
- Tools
- Toys & Games
- Trailers
- Video Gaming
- Wanted

32.3.7. Here is a partial list of goods and content prohibited on LOTL's Classifieds page:

- Pet sales (re-homing with small adoption fee ok)
- Aviation
- Barter
- Boats & Boat Parts
- Cell Phones
- Farm & Garden

- Garage Sale
- Heavy Equipment
- Weapons
- Firearms, guns & components; BB/pellet, stun & spear guns
- Ammunition, clips, cartridges, reloading materials, gunpowder, fireworks, & explosives
- Prescription drugs, medical devices, controlled substances, and related items
- Alcohol or tobacco; unpackaged or adulterated food or cosmetics
- False, misleading, deceptive, or fraudulent content; bait and switch; keyword spam
- Offensive, obscene, defamatory, threatening, or malicious postings or email anyone's personal, identifying, confidential or proprietary information
- Postings or email offering, promoting, or linking to unsolicited products or services affiliate marketing; network, or multi-level marketing; pyramid schemes any good, service, or content that violates the law or legal rights of others.

32.4. Message Board

32.4.1. Any communications should be conducted in a respectful and courteous manner.

32.4.2. Posted messages will be monitored and any message that violates the standards will be deleted. Management reserves the right to remove any post or user from our message boards.

32.4.3. The Board also reserves the right to change or modify these rules and policies at any time.

32.4.4. The following conduct is prohibited:

- Posting, distributing, or otherwise making available or transmit any data, text, image, message, links to other sites, or computer files deemed to be:
    - Insulting, offensive, demeaning,
    - threatening, unlawful, harassing, or stalking,
    - vulgar, profane, obscene, or sexually explicit,
    - racist or racially offensive, insulting, or bigoted,
    - discriminatory, insulting or offensive based on sex or sexual identity or orientation, national origin, immigration status, age, religious beliefs, or affiliations,
    - slanderous, libelous, defamatory,
    - fabricated or known to be false.
- Personal attacks on other posters and the administrators.
- Expressions of complaint or personal grievances with any resident of the building or anyone or anything associated with the Condominium building, Management, or the Association.

- Solicits, encourages, or advocates illegal activity or the discussion of illegal activities with the intent to commit them.
- Advertise or sell any products, services or otherwise (whether or not for profit), by messages, links, or any other means, or self-promote your website, business, etc., or solicit others or use any message board for commercial purposes of any kind.
- Post, distribute, or otherwise make available or transmit any software or other computer files that contain a virus or other harmful component.
- Impersonate any person or entity or misrepresent your identity or affiliation with any person or entity.
- Engage in antisocial, disruptive, or destructive acts, including "flaming," "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the Internet. Spam is defined as unsolicited advertisement for goods, services and/or other web sites, whether or not for profit. Spamming also includes sending private messages to a large number of different users.
- Post, distribute, or otherwise make available or transmit material or make statements or link to any other site or information that do not generally pertain to the designated topic or theme of any message board.

33. Windows

33.1. Nothing shall be thrown, swept, dropped, or shaken from any window or balcony including, but not limited to, cigarettes, cigars, rugs, towels, pigeon droppings, cat litter, etc.

33.2. Interior window frames may not be painted or altered in any way.

33.3. No signs may be attached to or shown through windows.

APPENDIX A

Rules and Regulations Revised December 13, 2021

(Amended July 10, 2023)

(Amended March 11, 2024)

CONSTRUCTION RULES

These rules provide a minimum guideline and shall not be construed as an all-inclusive list of regulations and requirements. Its purpose is to protect the safety and comfort of all residents and to preserve the integrity of the building structure and those elements that are community property. Unit owners are responsible for the actions of, or any damage caused by their contractors.

Remodeling projects have been divided into **3 categories**, which are defined on the following pages. Each has certain notification and approval requirements. Review all 3 categories, as some items fall into multiple categories, depending on the extent of the work.

Category A
Projects primarily decorative in nature for which no formal construction review is required.

Category A projects do not affect any Common Elements. Such projects shall include, but are not limited to:

1. Painting, wall papering
2. Installation or removal of carpeting (The freight elevator must be reserved for carpet delivery and disposal)
3. Appliance installation
4. Replacing light/electrical fixtures
5. Installation of interior doors (excluding unit entry door)

Requirements: Management should be notified in advance, if possible. Certification of insurance must be submitted to the Management office 7 days prior to work beginning.

Category B
Projects involving some demolition or construction, installation, elimination or replacement of water, sewer, electric, wall, floor, or ceiling structures. Generally, any work that touches Common Elements' systems or utilities, which are the Association's responsibility to oversee and maintain.

Category B projects may include items from Category A in addition to other items listed below. Such projects shall include, but not limited to:

1. Replacements of kitchen cabinets
2. Alteration, termination or re-routing of HVAC, plumbing, electrical, ventilation, telephone or master antenna pipes, conduit, wires, ducts, cable TV and thermostat wiring, or other systems' components
3. Installation of new, or rerouting of, light/electrical fixtures

4. Removal, relocation or alteration of existing walls or construction of new walls, partitions, or soffits
5. Installation or refinishing of hard surface flooring (marble, ceramic tile, hardwood flooring etc.)
6. Installation of a whirlpool tub, wet bar, etc.
7. Removal of electric baseboard heaters. (Use caution and recognize the potential of window condensation with removal of heat source.)

Requirements: Management notification and Board approval are required prior to the commencement of any Category B project. Allow up to 2 weeks for such approval. Contractors and Unit owners must adhere to further requirements or changes if made a part of the Board approval.

The following items must be submitted to the Board through the Management Office:

1. Drawing of demolition and proposed changes, sealed by a licensed Architect if required by applicable building codes.
2. A written scope of the work - all specifications.
3. Floor underlayment acoustical requirements (if replacing floor).
4. A list of all contractors and subcontractors (company name, contractor names, phone numbers).
5. Certificates of Insurance for all contractors, confirming compliance with all insurance requirements.
6. Approximate dates construction will start and finish.
7. Copies of all required permits.
8. Signed receipt of Contractor Rules and Regulations document by contractor and Unit owner.

Items 1-8 above must be submitted prior to Management's review and approval. Item 7 may be submitted after approval but must be submitted prior to project start-up.

Category C
Projects that involve substantial demolition and construction.

Category C projects typically involve some Category A and B elements, in addition to modification or extension into Common Element areas space. Such projects shall include, but not limited to:

1. Eliminating or moving unit entry doors
2. Combining of units
3. Modification of any building structural elements
4. Channeling into concrete floor or ceiling. (X-ray of concrete is required if depth of cut is greater than one (1) inch.

Requirements: Same requirements as Category B and a signed License Agreement

Remodeling Guidelines (Categories B & C)

1) General Conditions

A. **Insurance:** The Certification of Insurance must be submitted to the Management Office before work begins. During the term of Contract, the contractors will, at their expense, purchase and maintain insurance in accordance as follows:

I. Worker's Compensation
- A. Basic policy including occupation disease-statutory limits
- B. Employer's liability-statutory limits
- C. Contractors having offices or places of hire outside the state of Wisconsin shall attach or otherwise show as "All State" endorsement

II. Public Liability (Comprehensive Form)

A. Minimum Limits:

Bodily Injury	$2,000,000 each person
Bodily Injury	$2,000,000 each occurrence
Property Damage	$2,000,000 each occurrence
Property Damage	$2,000,000 aggregate

B. Include Coverage (shall be in comprehensive)
- i. Premises and Operations
- ii. Elevators
- iii. Independent contractors
- iv. Contractual
- v. Completed operations (continue coverage in force for 1 year after completion of work)
- vi. Bodily Injury - include personal injury
- vii. Property Damage - include Broad Form - write on occurrence basis
- viii. Property Damage - remove "XC" exclusion
- ix. Property Damage - remove "U" exclusion

III. Automobile Liability

A. Minimum Limits:

Bodily Injury	$2,000,000 each person
Bodily Injury	$2,000,000 each occurrence
Property Damage	$2,000,000 each occurrence
Property Damage	$2,000,000 aggregate

B. Include coverage (shall be in comprehensive form):
- i. Owned vehicles
- ii Non-owned vehicles
- iii. Hired vehicles
- iv. Property Damage - written on occurrences basis

Additional Insured: Landmark on the Lake Condominium Association, Ltd., and its respective Officers, Directors, Employees and Agents shall be named as additional insured on the Contractor's Comprehensive General Liability Policy and Workman's Compensation Policy. The

insurer shall notify each insured 30 days prior to the policy being canceled. Contractors must not start work until the proper verification of insurance has been submitted.

B. **Freight Elevator and Loading Dock Area:** Transporting of all materials or debris must take place through the freight elevator only and must be scheduled in advance through the Front Desk Attendant. Workers must use the freight elevator at all times. All materials and equipment must be loaded and unloaded in the loading zone area and immediately transported to the unit. The parking of any contractors' vehicles must be approved by the Front Desk Attendant. Failure to comply will result in the vehicle being towed at the vehicle owner's expense. No work can be done in the loading dock area.

C. **West Plaza and West Plaza Receiving Area:** No work may be done in the West Plaza or the West Plaza Receiving Area. All work must be done in the owners' Units, or in the Common Element areas that have been contracted for work.

D. **Work in Accordance with Plans:** All work is to be performed in strict accordance with the final plan that was approved by the Board. If changes to the approved plans are to be made, the Management Office must be notified immediately.

E. **Work in Accordance with Applicable Codes:** All work will conform to and be performed in accordance with all appropriate requirements and permit restrictions of all government agencies having jurisdiction. Permits, where required, must be obtained and copies provided to the Board through the Management Office.

F. **Work in Accordance with Declaration**: The work will conform to and be in accordance with the Landmark on the Lake Condominium Declaration and Association Bylaws and Rules and Regulations.

G. **Inspection of Work**: Management personnel and/or the Association's architectural representative subject all work to inspection. Management reserves the right to stop or cause to delay any work that has not been approved or which deviated from the approved plan.

H. **Exterior Alteration**: No alterations may be done to the exterior of the Unit, unless approved in writing by the Association Board of Directors.

I. **Damage to Common Elements**: The Unit owner is responsible for any damage or dirt caused by the work to the Common Elements or any other unit. Any damage repair or cleaning will be charged to the Unit owner. Contractor is to place clean mats throughout the corridor where carpet may be subjected to damage or dirt. Corridor vacuuming is to be done at the end of each workday. At no time may any work take place in the Common Elements or on balconies. Delivery and removal of materials and debris must be confined to carts and dollies appropriate for transporting over carpeting. Any cart or dolly must fit easily through the Common Elements doorways.

Association shopping carts are not to be used by contractors. No materials shall be kept in the Common Elements.

J. **Dumpster Use**: Association dumpsters are not to be used for the removal of construction debris. No dumpsters may be brought into the building or parked adjacent to the building without approval of Management. All debris must be removed, same day, from the building by the contractor.

K. **Garbage Chute Room**: The use of the residential floor garbage chute for the disposal of construction debris is strictly prohibited.

L. **Lunch and Breaks**: No eating will be allowed in Common Element areas, including any of the amenities or the West Plaza of the building.

M. **Building Access:** Contractors must sign in at the Front Desk Attendant providing their name, company name, and unit number in which they are working. Management/staff have the right to request proof of identification. Failure to comply will result in inaccessibility of the premises. At no time will any contractors be allowed to enter the amenities without approval.

O. **No Smoking**: Smoking is not permitted anywhere on the grounds or in the building.

P. **Deliveries**: Contractors will be responsible for all their own deliveries. The Front Desk Attendant will make reasonable attempts to contact the appropriate people when a delivery arrives. If no one is available to accept the delivery, it will be rejected. Staff will not take any responsibility for any deliveries for contractors.

Q. **Water Riser Shutdowns**: A written request must be given to Management 3 working days in advance of any desired water riser shutdown. Riser Shutdown Request Forms are available in the Management Office. Management will schedule all water riser shutdowns. Shutdowns are only available from 10:00 a.m. through 3:00 p.m., Tuesday through Thursday. A $300 fee is required for an individual water riser shutdown.

2) Working Hours

A. Normal working hours for construction are 8:00 a.m. through 5:00 p.m. Monday through Friday. Workers will not be allowed in the building before 8:00 a.m. No loud construction work audible outside the Unit may commence before 9:00 a.m. Quiet work, such as painting, is allowed on the weekends.
B. Permission to work outside of normal work hours may be requested by submitting a description of the work to the Management Office 72 hours in advance for review and approval.

3) Electrical

A. A licensed electrician must perform all electrical work.
B. Electrical panels must have an unobstructed clearance of 36 inches minimum. Adjustable

shelves and removable closet rods are considered obstructions.

C. No wall, floor or ceiling electrical boxes may be buried after removal of a receptacle or fixture unless all wiring has been removed.
D. Electrical panels must be covered or protected at all times during constructions.
E. Channeling of support columns and shear walls is strictly prohibited.
F. Channeling of floors slabs shall not exceed 1 inch in depth without Board approval and an x-ray of the area. Steel reinforcement shall not be cut or disturbed in any way.

4) General Carpentry

A. A minimum of 1 layer of ½" gypsum board each side over 3 5/8" metal studs spaced 16" on center is required for all interior partitions.
B. A minimum of 2 layers of ½" gypsum board each side over 3 5/8" metal studs spaced 24" on center with no less than 2" OFC friction fit sound batt insulation or similar material is required for all party walls between units.
C. A minimum of 2 layers of ½" gypsum board each side over 3 5/8" metal studs spaced 24" on center is required on all corridor walls. All wet location requires minimum half-inch thick Durock® or other brand of cement board.
D. All doors must consist of metal frames. Treated, fire resistant wood is allowed for the framing of the doorjamb if a custom door is required.
E. Main entrance doors must be solid core doors with a minimum 1.5 hour (90 minutes) fire rating. The doors must be in compliance with the type, color, and style door which the Association determines to be a building standard.
F. Door closers or closing hinges are required on all unit entry doors.

5) Plumbing

A. All plumbing contractors performing work must be licensed plumbers.
B. The relocation of water risers, water lines, open site relief drains, or venting stacks is strictly prohibited.
C. Any connections made to the building venting or plumbing risers must be pre-approved and must be inspected and approved in writing by the Board prior to the walls being closed up.
D. Individual shut off valves are required for all newly installed fixtures.
E. Dielectric unions are mandatory on all domestic plumbing fixtures.
F. Any drain line that exceeds a 5-foot run from the fixtures to the main waste line is required to be properly vented.
G. For Whirlpool, Jacuzzi, Sauna and Spa installations, manufacturer's specifications indicating weight of the tub must be submitted for Board approval. In a maximum loaded state, loads must not exceed the specified floor slab capacities.
H. Any newly installed water supply line, including those to sinks, toilets, dishwashers, washing machines, and refrigerators, must be braided polymer or braided stainless steel lines.

6) Mechanical and Structural

A. Any modification of the common mechanical chase or penetration of the structural columns is strictly prohibited.
B. Connections to any venting system for the purpose of exhausting a dryer, appliance or

downdraft type kitchen exhaust are strictly prohibited.

C. All construction, including raised floors, partition walls and decorative finishes must be designed to permit removal and service of the HVAC units. Also, a minimum opening of 3" must be maintained in front of all HVAC units for return air.

D. Superimposed live loads shall not exceed 40 pounds per square foot.

E. In no case will the cutting of reinforcing bars and tension cables in concrete structural elements be allowed.

7) Finished Flooring Acoustical Requirements

A. To minimize the transmission of sound between units, all flooring must be installed over an underlayment that satisfies the following specifications: an IIC (Impact Insulation Class) and a STC (Sound Transmission Class) rating of 59 or higher. If the flooring product itself meets these specifications, there is no requirement for underlayment.

8) Windows

A. Alterations made to the perimeter window wall system are strictly prohibited.

B. Window treatment hardware must not be attached to the window frames.

9) Exterior Modifications

A. The following prohibitions against actions by residents are intended to preserve the integrity of the original architectural design of the building, maintain uniformity of building appearance, prevent installation of uncoordinated design elements, and to avoid unnecessary penetrations of the façade or railings that could result in loss of moisture barriers, building and railing strength or loss of corrosion protections.

- The installation of individual satellite dishes on any Common Easement is prohibited.
- Drilling into the building façade or balcony railings for any purpose is prohibited.
- Mounting, hanging, or clamping any device, fixture, or decoration, on the building façade or railing is prohibited.
- Painting any exterior surface is prohibited, unless approved in writing by the Board.
- Adhering any carpet or flooring material to the balcony floor is prohibited.
- Replacement of window framing, or glazing is prohibited.
- The portion of the window shades, blinds, draperies, etc. facing the exterior of the building must be neutral such as white, off white, cream, or light beige.

10) **General**

A. Remodeling construction must be completed within 6 months of Board approval, or the documentation must be resubmitted.

B. All units shall have smoke detectors in accordance with applicable codes and laws.

C. Any questions regarding these Construction Guidelines should be directed to the Management Office at (414) 224-1660.

END – RULES AND REGULATIONS