GALLUN TANNERY ROW: 1818,A CONDOMINIUM

RULES AND REGULATIONS

Effective November 1, 2024



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The Board of Directors (the "Board") of Gallun Tannery Row: 1818 Condominium Owners Association, Inc. (the "Association") welcomes you to condominium home ownership at Gallun Tannery Row: 1818, a Condominium (the "Condominium") and to membership in the Association. We are pleased that you have chosen to reside here.

All Unit Owners are members of the Association. Responsibility for running the Association rests with a Board consisting of fellow Unit Owners.

A lifestyle associated with condominium ownership is unique and it is important that a harmonious atmosphere is achieved and preserved. It is important that the rights of Unit Owners are protected while the reality that this is a community of many homes and many interests is also recognized.

Your Board is charged, pursuant to Declaration section 6.03, with achieving this balance by promulgating these rules. At times, these regulations or actions taken by the Board might not be in direct accord with actions that a Unit Owner might take for a private residence. However, as in any group enterprise, condominium living requires a degree of compromise for the benefit of all. It is essential for all Unit Owners and occupants to demonstrate an attitude of courtesy, responsibility, and community involvement.

Please be advised that pursuant to Wisconsin law section 703.10(1) Wis. Stats, every Unit Owner must comply with the By-Laws and with the Rules adopted under the By-Laws, and the covenants and conditions in the Declaration of Condominium.

SECTION I

GENERAL INFORMATION

1.01 Applicability to Residential, Townhouse, Rooftop and Antenna Units. For purposes of these Rules and Regulations, a "Unit" means a Residential Unit, Townhouse Unit, a Rooftop Unit or an Antenna Unit and a "Unit Owner" means a Residential Unit Owner, Townhouse Unit Owner, Rooftop Unit Owner or Antenna Unit Owner, unless otherwise stated. All Rules and Regulations shall apply to and shall be complied with by all Unit Owners and their guests, families, invitees, customers, clients, agents, employees and tenants.

1.02 Definitions. All capitalized terms not defined herein shall have the definitions assigned so such terms by the Declaration of Condominium for Gallun Tannery Row: 1818, a Condominium (the "Declaration").

SECTION II

CONTACT INFORMATION

2.01 Service Requests. In the event of a service request or any questions regarding these Rules, please contact the property management company.

2.02 After-Hours Emergency: Utilize the property management company's after-hours emergency line.

2.03 Order of Contact. Please respect the privacy of the Board, who are Unit Owners themselves, by first directing comments or concerns to the property management company. The property management company will contact the Board, if necessary, and the property management company or a Board member will get back to you.

SECTION III

BUILDING APPEARANCE

The Board believes the Gallun Tannery Row is an architectural focal point for the neighborhood and that the aesthetics of the building are itself an amenity to be preserved.

3.01 Limited Common Elements. All decks, balconies and patios shall be kept in a neat and orderly condition. Notwithstanding paragraph 3.02(b), no personal property shall be stored thereon except for gas or electric grills and furniture / décor intended for outdoor use and of a style and quality approved by the Association. Hammocks are allowed but must be taken down when not in use.

3.02 Antennae and Satellite Dishes. The following rules apply to any Unit Owner who installs a satellite dish or antenna.

a. No satellite dishes or antennas may be placed in the Common Elements.

b. Satellite dishes may not be affixed to the exterior wall or railings within the deck, balcony or patio area. Satellite dishes shall be freestanding within the deck, balcony, patio area. All satellite dishes and any accessories must be kept in an attractive and well-maintained manner.

c. Satellite dishes shall be professionally installed, and may not be larger than 1 meter in diameter. Any exterior wall penetrations to run wiring for the dish into the Unit must be professionally sealed to prevent water or insect intrusion. Any damages, whether immediate or long-term, as a result of improper exterior wall penetrations or sealing shall be the sole responsibility of the Unit Owner.

d. Satellite dish and wiring must be removed upon termination of service or sale of the Unit, whichever occurs first, and any Common or Limited Common Element affected during removal must be returned to its original condition at the Unit Owners' expense within 30 days after removal. If the seller does not pay for the expense, the buyer (new Unit Owner) will be responsible for the cost.

3.03 Hanging of Garments and Window Coverings. The hanging of garments from the windows or any facades of the Condominium is prohibited. No sheets or blankets shall be used for window coverings. Window coverings within a Unit must be of a consistent style and color (as visible from the exterior). Unit Owners shall be responsible for maintaining such window coverings in good order and repair.

3.04 Protrusions. No awnings, air conditioning units or wiring for electrical installation or other similar protrusions shall be allowed on the exterior of the Condominium.

3.05 Signs. No sign of any kind shall be displayed to the public view on any Unit. Notwithstanding the foregoing, signs that support or oppose a candidate for public office may be displayed to public view from a Unit as long as the sign is less than 24 inches by 24 inches in size. Political signs are authorized for a period not to exceed 45 days before an election and must be removed within 7 days of the pertinent election. Only one sign per Unit is permitted.

3.06 Flags. Flags are not allowed. Notwithstanding the foregoing, the respectful display of the United States flag is allowed consistent with Wisconsin law section 703.105 Wis. Stats. Such flags or flag poles in no instance may extend beyond the edge of the deck, balcony or patio and shall not be affixed to the exterior of the building or railings.

SECTION IV

USE RESTRICTIONS

4.01 Use of Common Elements and Limited Common Elements.

a. A Unit Owner may not in any way obstruct the use of another Unit, the Common Elements or Limited Common Elements.

b. Unit Owners are prohibited from discarding any materials from the windows, decks, balconies or patios of the Units and are prohibited from discarding any materials into the Common Elements.

c. Unit Owners shall not prop open Common Element doors including doors to the exterior, to stairways or to parking garages.

d. Unit Owners must clean up the Common Elements and Limited Common Elements after causing any mess or debris (i.e. Christmas trees). Unit Owners shall give prompt notice to the property management company after causing any stains or spills on the Common Element carpeting as its cleaning requires specific cleaning solvents/tools. Do not use store-bought cleaners on the Common Element carpeting as these will bleach the carpeting.

e. A Unit Owner shall not do or permit any act within the Unit, the Common Elements or Limited Common Elements which will cause an increase in the rate of insurance carried by the Association.

f. Charcoal grilling is prohibited within the Common Elements and Limited Common Elements of the Condominium.

g. No welcome mats or decorative floor mats are allowed outside a Unit Owner's door in the Common Elements.

h. Specific to the use of decks, balconies and patios:

i. Only gas or electric grills may be used only as permitted under State or local law.

ii. Flower boxes are allowed on the deck or balcony rails provided that such flower boxes conform to the style and quality approved by the Association.

iii. Unit Owners may display healthy potted plants without the consent of the Association.

iv. Hammocks are allowed but must be taken down when not in use.

v. No hanging plants shall be hung from the building's masonry exterior.

vi. No personal property (i.e. scooters, bicycles, baby carriages, children's toys, sporting goods, coolers and other similar items) shall be stored.

vii. No drying of laundry, carpets, rugs or clothing is allowed.

viii. Privacy screens must be approved by the Association prior to installation to ensure they do not detract from the style of the building. The privacy screen is to be securely attached, not extend beyond the height of the railings, and be black in color. The Board has approved a specific style of privacy screen. Please contact the property management company prior to purchasing a privacy screen so that the correct style of privacy screen is installed.

ix. No lewd, threatening, offensive, or noxious behavior that is capable of being seen or heard by other Unit Owners is allowed.

x. At no time should instruments, music, televisions, or cell phone conversations, or other noises be so loud that it becomes a nuisance to others.

xi. There is no feeding of wildlife, including birds.

xii. Unit Owners are prohibited from using salt on decks, balconies or patios and shall be liable for the costs of repairing all damage caused by the use of salt.

xiii. No strings of lights are allowed on balconies. Strings of lights designed for patios and decks are allowed for Unit 201 and the Townhouse Unit Owners, provided that such lights conform to a style and quality approved by the Association and do not produce a glare or spill source to other Unit Owners.

xiv. Holiday decorations are only permitted between November 15th through January 15th.

4.02 Damage to Common Elements. Damage to the Common Elements caused by a Unit Owner or his/her guests, families, invitees, customers, clients, agents, employees and tenants shall be the responsibility of the Unit Owner.

4.03 Nuisances. No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. No use shall be allowed which is an unreasonable source of annoyance to other Unit Owners, or which unreasonably interferes with the peaceful use of the Condominium.

4.04 Quiet Enjoyment. All Unit Owners have the right to quiet enjoyment of their Unit.

a. Quiet hours are Sunday thru Thursday between 10 p.m. and 6 a.m.; Friday and Saturday between 11 p.m. and 8 a.m. Noise disturbances should be reported to non-emergency police (414.933.4444) or the Management Agent.

b. To help dampen footfall, floors in Residential Units must be at least 60% covered with rugs. In addition, all bedrooms in Residential Units shall be carpeted with at least 32-ounce padding.

4.05 Smoking. Smoking shall not be permitted in any enclosed area of the Condominium, including within the parking garages and within 12 feet of any Common Element entrance/exit doors.

4.06 Mechanical Systems. Unit Owners shall not tamper with nor shall they permit anything within their Unit or storage area or parking space to be located within 18 inches of any sprinkler head or smoke detector located therein. Only qualified technicians are authorized to repair, replace or otherwise adjust any such devices. A fine of $1,000 will be assessed against a Unit Owner for tampering or disabling any sprinkler heads, smoke detectors or fire alarms within his/her Unit.

4.07 Storage. The Association shall not be liable for any loss or damage to property placed in any Unit, the Common Elements or Limited Common Elements.

a. No materials prohibited by law or local ordinance may be stored in any Unit, the Common Elements or Limited Common Elements.

b. No personal belongings may be stored in Common Elements, including parking spaces and storage area hallways. This includes boots and shoes stored outside a Unit Owner's door.

c. Unit Owners are prohibited from storing both flammable and combustible materials in their Unit, Common Elements within or outside of the building, Limited Common Elements or in their vehicles while parked on the property or in the parking garages.

d. Unit Owners shall be responsible for securing their storage areas.

4.08 Landscaping. Unit Owners are prohibited from planting outdoor vegetation anywhere within the Condominium without the prior written approval of the Association. The Unit Owner of Unit 201 and the Townhouse Unit Owners shall have the right to landscape their patios with the Association's reasonable approval.

4.09 Keys and Locks. The Association requires all Units to be on the Association's master key system for speedy entry in the event of emergencies. For Townhouse Units, at least the entrance door from the garage must be on the master key system. No Unit Owner shall alter any lock, or install a new lock, on any door of the Condominium without the prior written consent of the Association. If a Unit Owner alters any lock, or installs a new lock, such that it is no longer on the master key system, the Association will have the lock re-keyed to be compliant with the master key system and the Owner will pay this cost. In the event the Association needs to gain entry into a Unit, and it is discovered the lock is not on the master key system, Unit Owners shall be responsible for any damage caused to their Unit as a result of such forcible entry in circumstances where the Association is otherwise permitted to gain entry to a Unit.

4.10 Winter Heating. Whether occupied or vacant, all Units shall be heated to at least 55° Fahrenheit during the winter months.

4.11 Solicitation. Unit Owners are prohibited from soliciting in person or in any manner within the Condominium. Outside solicitors are also prohibited.

4.12 Public Social Activities. Unit Owners are prohibited from holding any garage or rummage sale or any other public social activity within the Condominium.

4.13 Food Delivery Services. All food delivery persons must be met at the main entrance door at the time of delivery, by the resident who has placed the order. Under no circumstances are food delivery vendors allowed to enter the building unattended. If the person ordering the food delivery is ill or incapacitated and unable to meet the delivery person, he/she should make prior arrangements with another Unit Owner to accept the order on their behalf, prior to placing the order.

SECTION V

TRASH AND RECYCLING

Trash shall be deposited in the trash chutes located on each floor. Recyclables shall be deposited in the recyclable bins located on each floor. Maintenance personnel will be responsible for collecting the recyclables and placing them in the appropriate dumpster.

5.01 Proper Use of Trash Chute.

a. Loose trash shall not be deposited in the trash chutes. All trash must first be properly bound or bagged to reduce or eliminate mess and odors within the trash room on each floor and in the dumpster area.

b. Bound or bagged trash shall be of a reasonable size in order to easily travel down the trash chute.

c. No trash shall be placed in trash chutes between the hours of 10:00 p.m. and 5:00 a.m.

d. Ensure the trash chute hatch is closed after use.

5.02 Proper Use of Trash Room and Dumpster Area.

a. No trash shall be left on the floor in the trash room or on the ground next to the dumpsters.

b. All recyclables shall be deposited in the recyclable bins located on each floor. Recyclables cannot be bagged in plastic bags or the Association will be charged a contamination fee by the waste management company.

c. All boxes (small and large) must be broken down so they don't take up extra room in the recyclable bins.

d. The doors to the dumpster area must be closed at all time.

5.03 Transporting Trash Bags to Trash Room. A Unit Owner must ensure his/her trash bags is not leaking before carrying it out of his/her Unit. Unit Owners shall give prompt notice to the property management company after causing any stains or spills on the Common Element carpeting as its cleaning requires specific cleaning solvents/tools. Do not use store-bought cleaners on the Common Element carpeting as these may bleach the carpeting.

5.04 Proper Disposal of Large Personal Property. Unit Owners are responsible for disposing of all furniture, fixtures, equipment, carpeting and other large personal property. These items cannot be put in the dumpsters, in the dumpster area, at the front curbs or in any Common Elements or Limited Common Elements.

5.05 Violations of Proper Disposal of Large Personal Property Rules**. A fine of not less than $250** will be levied on a Unit Owner who does not properly dispose of large personal property, as outlined above. These fines are in addition to any fees incurred by the Association to properly dispose of the items, and the Association may also assess daily fines if violation continues over a number of days.

SECTION VI

MOVING AND DELIVERIES

These rules apply to all moves, either into or out of the building. It also applies to deliveries of large items. A mover (as used herein) is a moving or delivery company or person (such as a moving company employee, a spouse, relative, friend, etc.).

6.01 Required Notification. Plans for moves must be arranged with the Management Agent at least 72 hours prior to the move.

6.02 Timeframe. Moves or deliveries may only take place on Monday through Friday between 8:30 a.m. and 5:00 p.m.; Saturday between 9:00 a.m. and 4:00 p.m.

6.03 Required Deposit. A deposit of $500 must be received by the Management Company at least 24 hours prior to the moving date. The deposit will be refunded, minus any damages, within 7 days of the moving date.

6.04 Use of Elevator. Use of the elevator for move-ins and move-outs or for moving large pieces of furniture or equipment is allowed and shall be conditioned upon installation of wall pads to protect the interior of the elevator.

6.05 Use of Doors. Common Element doors including doors to the exterior, to stairways or to parking garages cannot be propped open unattended at any time during the move.

6.06 Moving and Delivery Trucks. Trucks are permitted to park on the street in the loading zone but cannot block the garage entrances.

6.07 Unit Owner On-Site Presence Required. The Unit Owner, or an appointee designated by the Unit Owner, must be present for the duration of the move.

6.08 Cleanup and Breaking Down of Moving Boxes. The Unit Owner is responsible for all clean up as a result of the move or delivery. Moving boxes must be broken down and disposed of in recycle bins in the trash rooms or dumpsters.

6.09 Damage to the Common Elements. Damages to the Common Elements caused by a Unit Owner or his/her movers shall be the responsibility of the Unit Owner. If damage is a result of negligence, **a fine may be assessed against the Unit Owner in addition to the cost of repairs.** These repairs shall be completed by a Board-approved contractor.

6.10 Violations of Moving and Deliveries Rules. **A fine of not less than $500** will be levied on a Unit Owner who does not abide by the moving and delivery rules, as outlined above. These fines are in addition to any damages recoverable by the Association.

SECTION VII

TRANSFER FEE

7.01 Required Fee. An amount equal to 2x the current monthly General Assessment is due at the time of transfer of ownership of any Unit, to be payable by the buyer to the Association ("the Transfer Assessment"). If not specified on the Offer to Purchase party responsible for payment, buyer shall be responsible for fee. The Transfer Assessment shall be due and payable by the buyer at the time the sale of the Unit is closed. The payment of the Transfer Assessment shall be deemed incorporated into any offer to purchase a Unit as a condition of the sale of the Unit by virtue of the application of the Rules and Regulations to all Unit Owners.

7.02 Use of Fee. The Transfer Assessment shall be deposited into the replacement reserve account for contingencies and appropriate replacements associated with the Common Elements. The Transfer Assessment shall be in addition to any General or Special Assessment attributable to the Unit and shall not be credited to any outstanding assessments or future assessments payable by the Unit Owner. The Transfer Assessment is not refundable when the buyer subsequently sells the Unit.

7.03 Transfers Exempt from Transfer Fee. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the Transfer Assessment:

a. When the transfer is to or from a trust where the sole beneficiary is the donor and Unit Owner.

b. When the transfer is solely between spouses and/or domestic partners.

c. When the transfer is solely between a parent and his/her or their child.

d. When the transfer is to or from the Association.

SECTION VIII

ANIMALS

The Association recognizes the importance of animal companionship by allowing ***only*** dogs or cats pursuant to these rules, which will be strictly enforced.

8.01 Maximum Number of Pets Allowed and Combined Total Weight Limit. Unit Owners shall be allowed to keep up to 2 animals maximum, weighing not more than a combined total of 75 lbs. Service dogs are not subject to weight restrictions.

8.02 Leash Requirements. Animals must be carried or on a leash in Common Elements.

8.03 Noise Nuisance. Animals should not disturb the quiet enjoyment of neighboring Units.

8.04 Animal Smells and Messes. No animal smells discernable outside a Unit is allowed. Unit Owners should wipe off muddy paws after walking his/her pet. Unit Owners shall give prompt notice to the property management company if a pet has an accident on the Common Element carpeting as its cleaning requires specific cleaning solvents/tools. Do not use store-bought cleaners on the Common Element carpeting as these may bleach the carpeting.

8.05 Required Registration. Animals must be registered with the City of Milwaukee and the Association.

8.06 Proper Disposal of Animal Waste. Animal waste on the Condominium grounds must be cleaned up immediately. Dog waste receptacles are located on Water Street and Hamilton Street. Kitty litter may be thrown down the trash chutes if contained in strong, double-bagged bundles.

SECTION IX

LEASING OF UNITS

The Association wishes to preserve and maintain the benefits which derive from an owner-occupied building, while at the same time recognizing the occasional need of a Unit Owner to lease his/her Unit. It is the intent of the Association that rentals shall represent the exceptional case and shall be limited and nonrecurring.

9.01 Maximum Number of Leased Units. No more than 6 Units may be leased at any time. In the event that 6 Units are rented and another Unit Owner requests to lease his/her Unit, the Board shall establish a waiting list.

9.02 Required Notification. Unit Owners must obtain the prior written approval of the Association to the terms of the proposed lease and the proposed tenant. The Association may withhold approval upon any reasonable basis, including, but not limited to:

a. The failure of the lease terms to comply with all provisions of the Association's governing documents.

b. The past failure of the tenant to abide by all provisions of the Association's governing documents.

c. The past use by the tenant or its invitees/guests of any part of the Condominium in a manner offensive or objectionable to the Association or other Unit Owners by reason of noise, odors, vibrations or nuisance.

9.03 Required Deposit. Unit Owners must provide a deposit equal to 4x the current monthly General Assessment. The deposit must be submitted to the Association prior to any lease beginning and will be returned at the completion of the lease, minus any unpaid General Assessments on the Unit or any damages to the Common Elements caused by the Lessee.

9.04 Lease Document Requirements.

a. No Unit may be leased without a written lease, signed by the Unit Owner and Lessee.

b. The Lease must be for a period of not less than 1 year, provided the Unit shall first be occupied by the Unit Owner for at least 6 months prior to the commencement of any lease.

c. The lease contains a statement obligating all tenants to abide by the Association's governing documents.

d. No animals are allowed in any Unit that is leased.

9.05 Required Copy of Executed Lease. A copy of such lease shall be furnished to the Management Agent within 5 business days after execution thereof.

9.06 Damage to the Common Elements. Damages to the Common Elements caused by a tenant shall be the responsibility of the Unit Owner. If damage is a result of negligence, **a fine may be assessed against the Unit Owner in addition to the cost of repairs**. These repairs shall be completed by a Board-approved contractor.

9.07 Violations of Leasing of Units Rules. A fine of not less than $500 and/or daily fines will be levied on a Unit Owner who does not abide by the leasing of Units rules, as outlined above. These fines are in addition to any damages recoverable by the Association or any General Assessment due to the Association.

9.08 Lessor Remains Liable for Assessments. A Unit Owner who leases his/her Unit shall remain liable for the payment of any General Assessment or any amount due under the Condominium documents.

SECTION X

UNIT MAINTENANCE AND ALTERATIONS

10.01 Maintenance of Unit. All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit which would adversely affect any portion of the Condominium. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender. Contractors and/or vendors hired by a Unit Owner must be accompanied by such Unit Owner. Any use of the elevators shall be subject to these Rules and Regulations.

a. Air Conditioning and Furnace units should be professionally cleaned by the Unit Owner on an annual basis.

b. The dryer lint collector must be cleaned after each dryer cycle. The property management company will schedule the annual cleaning of each Unit's dryer venting, negotiating a price discount for all Unit Owners to have the annual service done at once. The cost for this service will be charged to the Unit Owner.

10.02 Unit Alterations. A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not:

a. Impair the Unit's structural soundness or integrity.

b. Lessen the structural support of any portion of the Condominium.

c. Reduce the Unit's soundproofing effectiveness below that which existed at the time the Unit was originally built.

d. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association.

e. Proper notification of construction periods to the Association is required within 7 days prior to construction starting; notification to neighboring Unit Owners is strongly encouraged.

10.03 Utilities. No boring, drilling, or cutting of Common Element building system wires is permitted without consent of property management company.

10.04 Notice of Accident to Association. Unit Owners shall give prompt notice to the property management company of any accidents or damage to or defects in mechanical, electrical or plumbing systems that are the responsibility of the Association or that could affect any other part of the Condominium other than the Unit of said Unit Owner so that such accidents, damages, or defects may be attended to promptly.

10.05 Damage to Common Elements. Damage to the Common Elements caused by a Unit Owner or his/her guests, families, invitees, customers, clients, agents, employees and tenants shall be the responsibility of the Unit Owner. If damage is a result of negligence, **a fine may be assessed against the Unit Owner in addition to the cost of repairs.** These repairs shall be completed by a Board-approved contractor.

SECTION XI

VEHICLE RESTRICTIONS

11.01 Obstructions. Driveways shall not be used for any purpose other than the ingress and egress to and from Units.

11.02 Parking.

a. A Unit Owner shall only park within the confines of his/her assigned space(s). Unit Owners shall not park, nor shall they permit their families, guests, invitees or tenants to obstruct the parking spaces of other Unit Owners. Improperly parked vehicles shall be subject to removal at the vehicle's Unit Owner's expense.

b. Unit Owners shall not leave their vehicles idling in the parking garage.

c. Parking and storage of unlicensed, inoperable or junk vehicles shall not be permitted within the Condominium.

d. No repairs or vehicle maintenance shall be permitted within the Condominium other than emergency repairs required to render a vehicle operable.

e. Parking spaces are to be used only to park a single motor vehicle. Notwithstanding paragraphs 10.04, no storage of personal property (i.e. shopping carts, bicycle- related parts, tools, car supplies, vehicle bicycle racks, car tops, etc.) is permitted in the parking spaces.

f. Parking is prohibited in the area between the dumpsters and the Townhomes area.

11.03 Service and Recreational Vehicles. Parking of service and recreational vehicles, including but not limited to trailers, boats, campers, oversized vans or other vehicles are prohibited. These provisions shall not prohibit temporary parking of such vehicles within any parking space designated for the use of the Unit Owner for the purpose of loading and unloading.

11.04 Bicycles/Recreational Equipment. There is no Common Element specifically designated as the Association's bicycle storage area. Unit Owners shall keep bicycles and other recreational equipment in their Unit or their storage area. Bicycles may also be kept in the Unit Owner's parking space as long as their vehicle remains within the confines of their parking space. Where available, bicycles may also be stored on wall-mounted racks within a Unit Owner's parking space at the Unit Owner's cost. The following rules apply to any Unit Owner who wishes to install a wall-mounted bicycle rack:

a. Unit Owners must obtain the written approval of the Association prior to the installation of the rack and engage the Association's property management company to install it.

b. The rack cannot obstruct access to any of the Condominium's mechanicals, plumbing, electrical fixtures, windows or access doors.

c. **A fine of not less than $250** will be levied on a Unit Owner who does not abide by the installation rules for the wall-mounted bicycle racks, as outlined above.

SECTION XII

FINES, ENFORCEMENT, AND GRIEVANCE PROCEDURE

In addition to all other remedies available to the Association or to other Unit Owners under the Declaration, the Bylaws or applicable law, the Association shall have the right, following delivery of notice of violation and expiration of any cure period required under the Declaration, to impose a fine against any Unit Owner in violation of the Declaration, the Bylaws or these Rules and Regulations.

12.01 Reporting. Any violations should be reported to the property management company. The property management company shall notify the Board of reported violations within 72 hours. The property management company will communicate with the complainant and offending party of the Board's decision within 7 days.

12.02 Fine Schedule. Fines are payable within 30 days of receiving notice. Unless the fine amount is explicitly stated for a violation (i.e. unauthorized move is an automatic fine of $500, no written warning), the following fine schedule applies:

a. First violation – Written warning. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all Unit Owners comply with Association's governing documents.

b. Second violation – $100.00. The second violation does not need to be the same violation as the first violation in order for the $100 fine to be assessed.

c. Each successive violation – $200.00.

d. Notwithstanding paragraphs 11.02(a) - 11.02(c), $250.00 shall be assessed for each violation of the Association's governing documents, when in the sole opinion of the Board the violation meets one or more of the following criteria:

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

ii. The violation was malicious in its intent.

iii. The violation is evidence of a pattern of the Unit Owner's non-compliance with the Association's governing documents.

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

e. Each day that a violation exists or is not payable within 30 days shall be a new violation subject to fine at the discretion of the Board.

12.03 Tenant Enforcement. Pursuant to Wisconsin law section 703.24 Wis. Stats, or similar statute, if a tenant of a Unit commits a violation that results in a fine imposed by the Association, the tenant is liable for the fine. If the Association provides notice to the tenant and Unit Owner as required by the statute, the Unit Owner is liable for any fines for which the tenant is liable that are not paid by the tenant within 30 days of receiving the notice. This does not affect the liability of the tenant to the Unit Owner for any fines paid by the Unit Owner under this paragraph.

12.04 Attorney Fees.

a. The Board may also assess a Unit Owner who has violated the Association's governing documents the actual attorney fees incurred associated with reviewing the facts and governing documents and advising the Board.

b. In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a Unit Owner or defend any claim or allegation by a Unit Owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the Unit Owner all of its costs and expenses, including reasonable attorney fees. This Rule does not apply to Unit Owners' fair housing complaints, neither State nor Federal.

12.05 Grievance Committee Rules and Procedures. Any Unit Owner or tenant who has been accused of violating the Association's governing documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board 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 7 calendar days.

a. The Grievance Committee shall consist of 3 members at large of the Association who are chosen by the Board. The members at large shall not be members of the Association's Board.

b. The Grievance Committee shall be ad hoc and appointed on an as-needed basis by the Board.

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

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

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

i. A letter shall be sent by certified mail, return receipt requested, informing all parties of the time, place and date of a hearing before the Grievance Committee; of the right to counsel; that evidence shall be received and a record made whether or not the offending party attends. The hearing shall be divided into two sections: the Hearing & the Determination and Decision.

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

iii. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within 5 business days of the hearing.

iv. 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 complainant.

v. If the alleged offender fails to appear, the complainant must prove his or her grievance and no presumption shall be made against the alleged offender for non-appearance.

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

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

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

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

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

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

SECTION XIII

COLLECTION POLICY

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

13.02 Special Assessments. Special assessments, as may be levied from time to time by the Board, and/or any installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the special assessment.

13.03 Payment of Fines, Penalties or Other Charges. Any fines, penalties, or other charges assessed against a Unit Owner shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the fines, penalties, or other charges.

13.04 Order of Payments Applied. All payments received will be applied to the oldest amounts due on record; first to any late fees, interest, attorneys' fees and costs, and then to the assessment or fine balance. Payments tendered for current amounts due will not be accepted by the Association if the instrument of payment is drafted with a future date (i.e., a postdated check).

13.05 Date of Payment Receipt. The actual date of the Association's receipt of a payment, as reflected on the ledger of the Association, shall control as to the date that payment was made.

13.06 Payments Returned by Bank. In the event a Unit Owner submits a payment which is thereafter returned for any reason (e.g. insufficient funds or account closed), the Unit Owner shall be automatically assessed $50.00, or the actual costs incurred by the Association as a result of the return of a Unit Owner's payment, whichever is greater.

13.07 Notations on Payments. No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association, unless the statement is written in "red," the check or payment instrument is mailed to the attention of the Board of Directors and the reduced payment amount is accepted by motion of the Board of Directors. However, if the Unit Owner has knowledge that the account has been referred to legal counsel for collection, then the payment must be mailed to the Association's attorney pursuant to paragraph 13.11 below.

13.08 Late Fees. A late fee of $50.00 shall be assessed against a Unit Owner for any payment not received by the Association by the tenth (10th) day after its due date. This late fee assessment shall be made upon each failure by the Unit Owner to remit good and timely payment of any assessment or installment thereof. In addition, unpaid assessments will incur interest at a rate of 18% per year until paid.

13.09 Collection System. The basic collection system of the Board shall be as follows:

a. At 15 days past due, a Board member or the property manager may call the delinquent Unit Owner;

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

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

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

13.10 Administrative Fees. An administrative fee of $100.00 shall be assessed against a Unit Owner when a matter is turned over to the Association's attorneys for collection. The Unit Owner is responsible for all costs and actual attorneys' fees incurred by the Association in connection with collecting the Unit Owner's past due balance.

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

SECTION XIV

MANAGEMENT COMPANY

As provided in the Declaration, the Association may engage the services of a management company to administer certain of its responsibilities including the enforcement of these Rules and Regulations, subject to the terms of the Declaration and the Bylaws. Any such management company may promulgate certain additional reasonable rules, regulations and requirements for purposes of efficiently administering its responsibilities, including rules, regulations and requirements regarding payment of special and general assessments, communication protocol with such management company, and requirements relating to alterations to a Unit (such as contractor use of elevators and proof of insurance requirements), which Rules and Regulations shall be incorporated herein and made a part hereof.

SECTION XV

AMENDMENTS

This document may be amended at any time by the Association's Board.