1110: LOFTS RULES & REGULATIONS

Our neighborhood consists of buildings that are mixed-use, Owner occupied, renter occupied, and commercial spaces. This brings its own complexities of balancing the needs of residential Owners, renters, and commercial tenants. Overall, each is contributing their own unique value towards creating an energetic and cohesive community.

The Board of Directors of The Lofts at River Shores Loft Condominium Association, Inc. (hereinafter referred to as the "Association") has adopted these Rules & Regulations, hereinafter known as the "Rules", in order to ensure a balance of potentially competing interests, create a pleasant, comfortable and enjoyable living experience, and to maintain standards that contribute to appreciation of the value of our homes.

The Rules are not intended to replace or amend the Declarations and/or By-laws, but to enhance or clarify the existing rules. Refer to the following documents for more details:

- **Declaration of Condominium of The Lofts at River Shores Condominium**
- **By-Laws of The Lofts at River Shores Condominium Association, Inc.**
- **Declaration of Condominium of River Shores Block 2 Condominium**
- **By-Laws of River Shores Block 2 Condominium Association, Inc.**
- **Declaration of Conditions, Covenants, and Restrictions of River Shores**
- **By-Laws of River Shores Master Association, Inc.**

Owners, tenants, and other occupants are expected to be familiar and comply with the provisions and requirements reflected in these Rules, Declarations, and By- Laws. These Rules apply to all unit Owners, occupants, tenants, invitees and guests.

All Owners, tenants, other occupants and guests are also expected to comply with all applicable City of West Bend, Washington County, State of Wisconsin, and Federal laws, rules, regulations or ordinances. In the event of conflict between these Rules, By-Laws, Declarations, City, County, State, or Federal laws, regulations, or ordinances, the most restrictive shall apply.

1. **ANTENNAS/SATELLITE DISHES**
    a. The building is pre-wired for cable and internet. When you are ready to connect, or disconnect either of these, please contact the building management company for access to the telecom rooms. Satellite dishes are not allowed. Your condo dues include Cable TV and internet.

2. **BALCONIES, TERRACES, AND WINDOWS**
    a. A special note regarding grills: In 2014 The State of Wisconsin adopted the National Fire Protection Association (NFPA) Code 1 as the state fire code. This code prohibits the use of hibachi, grills, or other similar devices used for cooking, heating, or any other purpose on any balcony. This includes any grill, of any size, and of any fuel source including, but not limited to, charcoal, gas, electric, wood pellets, etc.

b. Residents are responsible for keeping their balconies clean and free from clutter and debris. No balcony will be used for general storage, this includes, but is not limited to bicycles, wagons, baby carriages, play or exercise equipment, interior furniture, and motorized vehicles.

c. All items should be sufficiently heavy or secured to not be at risk of being blown off a balcony or terrace. Each resident is responsible for damage caused by anything that falls from their balcony or windows.

d. No signs of any kind, including real estate for sale signs, are allowed to be displayed on balconies or in windows.

e. Properly secured holiday decorations may be installed no earlier than one month before the specific holiday date and should be removed not more than two weeks following the holiday.

f. Any flowerpot used on a balcony must be completely inside the balcony railing and not sitting on top of a railing. When watering plants please be cognizant and respectful of neighbors on their balconies and passersby below you.

g. Under no circumstance will anything be permanently affixed to any exterior wall or balcony.

h. Items should not hang over the balcony. No clothes or bedding should be hung over the balconies or attached to the building for the drying of laundry, carpets, rugs or clothing. All items must be within the confines of the balcony itself.

i. Bird feeders are not allowed for various reasons, including but not limited to the accumulation of seed debris and bird waste.

3. **COMMON AREAS AND LIMITED COMMON AREAS**

a. The Common Areas of the River Shores Loft property, for the purposes of these Rules, consist of all the property, except the individual units. Examples are: walls, hallways, stairways, entrances and exits, lobby areas, mechanical equipment areas, storage areas, grass/landscaped areas, elevators, balconies, terraces, and trash/recycling/garage areas.

b. The Common Areas will be kept free and clear of all rubbish, debris, and other unsightly materials. All rubbish should be deposited in the trash or recyclables chute. All cardboard boxes must be broken down and flattened before they are placed in the recycling container in the South 2nd floor garage and cannot be put down the trash chute.

c. The Association recognizes that Owners may want to display personal,

decorative items outside their homes.

i. Items must be in good condition and restricted to an area not to exceed the area immediately adjacent to your unit door and exterior wall. This Common Area is not to be used for storage. Items for which the primary purpose is storage (e.g., shelves, furniture with drawers, cabinets with doors, etc.) are not allowed. A limited number of functional items (e.g., a shoe tray, a small bench without storage, a door mat, etc.) are allowed. A small chair or small bistro set is allowed, but then outdoor furniture must remain outside. More than two chairs are not allowed.

ii. A limited number of decorative furnishings in accordance with our condo aesthetics are allowed. This can be interpreted as a single decorative item sitting on the floor (e.g., a tall vase, or a small table without drawers or shelves with a decorative item on top) and an adornment on your door.

iii. Items may not be attached to the walls or hinder any walkways for normal traffic patterns.

iv. Seasonal/Holiday Decorations. The Association permits the display of holiday/seasonal decorations. All holiday items must be removed within two weeks after the date of the holiday. Only temporary fasteners are allowed on a unit door to display holiday decorations and no holes should be created. Seasonal decorations may remain for the duration of a given season (winter, spring, summer, and fall).

d. Common Area furniture and/or accessories, other than your items you placed in the area immediately adjacent to your unit, will be determined by the Association. No other furniture/accessories will be placed in the Common Area unless approved by the Board.

e. The garage area in a resident's designated parking space must be neat, organized and within parking space boundaries. Storage is limited to the area in the front of your parking space and along immediately adjacent walls if your designated parking space is so located. No storage shall extend vertically higher than 3' below the ceiling height for safety and to ensure proper sprinkler system clearance. First and second floor garages are limited to 10' and 9' storage height respectively. No items may be permanently affixed to , or suspended from, any wall or ceiling. The parking garage is not to be used to store trash.

f. No Owner or resident will place or permit to be placed any objects of any kind in the vestibules, stairways, hallways, and other common areas of a similar nature. These areas need to be kept clear for easy access per fire code.

g. This is a smoke free facility. Smoking is prohibited in the common areas, both indoors and outdoors. This includes limited common areas such as balconies and terraces. A smoking area is provided with benches and receptacles across the street from the front entrance of the building.

h. A unit Owner is responsible for any damage caused to common or limited common property, either through his or her own actions or those of his or her tenants, guests, pets, invitees, or other unit occupants; any resulting repairs or replacements will be assessed against the unit Owner by the Association Board of Directors.

i. No unit Owner will permit anything to be placed on the outside walls of the building. No sign, awning, canopy, shutter, radio, television antenna, satellite dish or other equipment, fixtures or items of any kind will be affixed to or placed on the exterior walls, corridors, or roof.

j. No written materials, announcements, bulletins, petitions, or other similar items may be posted anywhere except the third and fourth floor garbage-recycling room bulletin boards unless authorized by the Board of Directors. Materials must be dated when posted and will be removed in a timely manner.

4. USE OF COMMON AREA

a. The use of the common hallway areas on the 3rd and 4th floors may be used for personal use by unit Owners or renters. The time of use is between 9:00 am – 9:00 pm. Cleanup must be completed no later than 10:00 pm the same evening. Please be considerate of your neighbors with regard to the noise level and number of people in attendance. The requesting resident is responsible for any damage or clean up. Please contact a board member for your requested date.

b. A calendar will be posted in each garbage-recycling room for that respective floor to reserve a date. Please coordinate your event with your neighbors. All use will be on a first come, first serve basis. If parties can share the atrium by using both the North and South areas, then both events can occur simultaneously.

c. Any sporting activity involving hitting, throwing, or kicking of balls or other objects is prohibited in any common area. Decorations may only be temporary. Attaching items to a wall with the use of tape, pins or nails is prohibited. Please keep walkways and doorways open for normal transit.

5. **HEATING**

a. Residents are required to provide enough heat in their units during the winter months or freezing weather to prevent the freezing of water in unit or building pipes or systems. Any damages caused by failure to keep the required amount of heat in the unit will be the unit Owner's responsibility.

6. **MOVE IN / MOVE OUT PROCEDURE**
    a. A unit Owner is responsible for ensuring all move in and move out procedures are followed as provided by the management company. Before moving in, an Owner information sheet must be completed and provided to the Board and the management company. All move-ins and move-outs must be scheduled with the Board or the management company a minimum of seven (7) days prior to the moving date. Moving vans and trucks are only permitted to park in front of the building and items may only be transported through the front entrance. Items that are too large to fit in the elevator will need to come up the stairwell. Under no circumstances will the elevator code be given out to anyone. The Owner will need to be available to operate the elevators for the movers or make arrangements to have the elevator unlocked for the day. Any damage caused to the Common Areas, including elevators, due to the move is the responsibility of the unit Owner.

    b. When you are moving out, please provide the HOA board and the management company with a forwarding address and telephone number.

7. **NOISE AND PROSCRIBED ACTIVITIES**
    a. No unit occupant, their guests or pets shall make unreasonable noise, as determined by the Board, to disturb, annoy or be a nuisance to other unit occupants.

    b. In addition to any other activity prohibited within the Declaration or these Rules and Regulations, no noxious or offensive activity will be conducted on the property, and nothing shall be done on the property, either willfully or negligently, that is an annoyance or nuisance to the Owners or occupants of units.

    c. If you have small children, or have children visiting, please watch them in the common areas. For safety purposes, children are not allowed to play in the garages.

8. **SMOKE DETECTORS/SPRINKLER SYSTEM.**
    a. Removal or tampering with any smoke detectors or sprinkler system heads is not allowed. Do not hang any item on the sprinkler system heads in your unit. Pushing, prodding, knocking, or bumping the heads is also prohibited, as this may trigger the system and cause flooding. You are obligated to change your batteries in smoke detectors annually, or when you are going to be absent from your unit for an extended period.

9. **SOLICITING**
    a. No soliciting is permitted on the premises.

10. **BUILDING SECURITY**

a. The elevator code is for Owners and tenants only. Under no circumstances is the code to be given out to anyone other than residents of the Lofts. Individuals that live here should respect the right of other Owners to live in a secured building.

b. Visitors can contact you using lobby phone or by cell phone. You are required to go downstairs and bring them up to the secured floors.

c. If you are having work done in your unit, you must make arrangements to bring contractors up to your unit or contact the Association or management company to have elevators locked out for the day.

d. As a practical matter, you are allowed to share the code with a non-resident family member for emergency purposes only.

e. An individual giving the elevator code to anyone other than an authorized person as designated by this document, that requires a change in the code, will be charged whatever cost is associated with re-programming the elevator code and any communication to the residents of the change.

f. The elevator code will be changed periodically as needed, to ensure building security. A minimum seven-day notice will be given to all unit Owners and residents by email and by hard copy on site.

g. In the event you are leaving town and will have family or a visitor staying in your unit and/or utilizing your parking space in the garage please notify a member of the board as to how many persons will be staying in your unit, how long and a vehicle description.

11. BOARD RIGHTS

a. Per Declaration, the Board of Directors (Board) has broad authority to interpret and apply the Rules as needed. This includes, and is not limited to, the right to amend as deemed necessary by the Board, and to establish and implement a fine structure to ensure compliance.

b. Except for rules declared to be emergency rules, any amendment to the Rules shall be effective five (5) days after they are e-mailed, mailed, or delivered to Unit Owners regardless of receipt and awareness of all Owners.