RULES AND REGULATIONS OF THE ASSOCIATION

The following rules and regulations are adopted by The Residences at City Center Condominium Owners Association, Inc. (the "Association") for the purpose of assuring that the Condominium is operated in an efficient and orderly manner so as to create a pleasant living environment.

ARTICLE I

GENERAL

1.01 Applicability to Units. All rules and regulations shall apply to and shall be complied with by all Unit Owners, residents, tenants, users and occupants of Units and their guests, families, invitees, customers, clients, agents, employees and tenants. For purposes of these Rules and Regulations, a "Unit" means a Residential Unit or a Townhouse Unit and a "Unit Owner" means a Residential Unit Owner or Townhouse Unit Owner.

1.02 Definitions. All capitalized terms not defined herein shall have the definitions assigned so such terms by the Declaration of Condominium for The Residences at City Center, a Condominium (the "Declaration").

ARTICLE II

APPEARANCE

2.01 Signs. No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates or other entryway features at all entrances to the Condominium and to erect appropriate signs for the sale of Units. Notwithstanding the foregoing, signs that support or oppose a candidate for public office or referendum question may be displayed to public view from inside a unit as long as the sign is less than 24 inches by 24 inches in size and is placed no more than 60 days prior to the pertinent election or vote, and removed within 7 days of the pertinent election or vote.

2.02 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 must be of a consistent style and color (as visible from the exterior) as determined by the Association. Unit Owners shall be responsible for maintaining such window coverings in good order and repair.

2.03 Protrusions. No awning, machines, air conditioning units, wiring for electrical or telephone installation or other similar protrusions shall be allowed on the exterior of the Condominium without the prior written consent of the Association.

2.04 Antennae and Satellite Dishes. The following rule applies to any owner who installs a satellite dish, C.B., television, or other antenna. The rule does not apply to the extent that it conflicts with applicable law:

(a) Owners must notify the Board in advance of installing a satellite dish or antenna.

(b) No satellite dishes or antennas may be placed in the common area.

(c) In the event that adequate reception quality cannot be achieved by installation on the unit's patio/deck, application may be made to the Board of Directors with a proposed alternative placement for the Board's review.

(d) Satellite dishes shall be professionally installed, and may not be larger than 3 feet in diameter. Wiring for the dish must be installed through the front or side of the unit and may not penetrate the buildings' masonry exterior. All wires must go through part of the "unit" as defined in Association Documents (windows, doors, door frames, etc.).

(e) 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 area affected during removal must be returned to its original condition at 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.

2.05 Limited Common Elements. All decks, balconies and patios which are open to public view shall be kept in a neat and orderly condition. No personal property shall be stored thereon except for natural gas grills (for units at 15211 through 15271, as permitted by local law) and for furniture intended for outdoor use and of a style and quality approved by the Association.

ARTICLE III

USE RESTRICTIONS

3.01 Damage to Common Elements. Damage to the Common Elements caused by a resident or visitors of a resident or an agent of a resident shall be the responsibility of the Unit Owner or the person causing such damage.

3.02 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 shall be accompanied by such Unit Owner. Any use of the elevators shall be subject to these Rules and Regulations.

3.03 Maintenance and Use of Common Elements and Limited Common Elements. Unit Owners shall be prohibited from discarding any materials from the windows, balconies or

doors of the Units and shall be prohibited from discarding any materials into the Common Elements. Charcoal grilling is prohibited within the Common Elements and Limited Common Elements of the Condominium. Party tents are prohibited within the Common Elements. Skateboarding is prohibited within the Common Elements. Natural gas grills may be used on decks, balconies or patios only as permitted under State or local law. The Association retains the right to limit hanging plants, accessories or decorations on decks, balconies and patios. Unit Owners shall be responsible for securing their storage areas and shall solely be responsible for loss or damage to any personal property stored within such storage areas. Storage areas may not be used for the storage of any illegal materials.

3.04 Nuisances. No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. All Unit Owners at their own expense shall comply with all city, state and federal laws applicable to their Unit. No Unit shall be used or maintained as a dumping ground for garbage.

3.05 Storage. The Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements. No materials, prohibited by law or local ordinance may be stored in any of these areas.

3.06 Salting. Unit Owners are hereby prohibited from using salt on the access walks, driveways, patios, balconies or decks of the Condominium and shall be liable for the costs of repairing all damage caused by the use of salt.

3.07 Landscaping. Unit Owners are hereby prohibited from planting outdoor vegetation anywhere within the Condominium without the prior written approval of the Association in the Association's sole discretion. Notwithstanding the foregoing, Unit Owners may display healthy potted plants on such Unit Owners' patios, functional balconies or decks without the consent of the Association.

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

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

3.10 Elevators; Move-ins and Move-outs. Use of the elevators for move-ins and move-outs must be scheduled at least twenty-four (24) hours in advance by the Association and shall be subject to availability. The Association retains the right to prohibit use of the elevator for move-ins and move-outs between the hours of 9:00 p.m. and 7:00a.m. and may further restrict the time period for use of the elevator based upon demand. Use of the elevators for move-ins and move-outs or for moving large pieces of furniture or equipment is required and shall be conditioned upon installation of wall pads for the protection of the interior of the elevator cab. Moving companies must provide the Association with a certificate of insurance evidencing liability and property insurance of a limit acceptable to the Association and naming the Association as an additional insured.

3.11 Mechanical Systems. Unit Owners shall not tamper with nor shall they permit anything within their Unit or storage unit or parking stall to be located within eighteen (18) inches of any sprinkler head, smoke detector and heat detector located therein. Only qualified technicians are authorized to repair, replace or otherwise adjust any such devices.

3.12 Keys and Locks. The Association shall have the right to retain a passkey to each Unit at all times for the event of emergencies. 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 such consent is given, the Unit Owner shall provide the Association with an additional key for use by the Association pursuant to its rights to access the Units. Any Unit Owner who fails to provide a key to the Association as provided above consents to and permits the Association to gain entry to such Unit by force in circumstances where the Association is otherwise permitted to gain entry to a Unit. Unit Owners shall be responsible for any damage caused to their Unit as a result of such forcible entry.

3.13 Winter Heating. Whether occupied or vacant, all Units shall be heated to at least 60° Fahrenheit during the winter months.

3.14 Smoking. Smoking shall not be permitted in any enclosed area of the Condominium, including within the parking garage areas and within twelve (12) feet of any Common Element, entrance/exit doors, patios or balconies.

3.15 Doors. Unit Owners shall not prop open Common Element doors including doors to the exterior, to stairways or to parking areas.

3.16 Recycling and Trash Removal. No garbage may be disposed of down chutes between the hours of 10:00 p.m. and 6:00 a.m.

ARTICLE IV

VEHICLE RESTRICTIONS

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

4.02 Parking. Residents shall not be permitted to park their vehicles in any indoor space other than their assigned spaces. Unit Owners shall not park, nor shall they permit their families, guests, invitees or tenants to park upon or to block access to, the parking areas of other Unit Owners. Improperly parked vehicles shall be subject to removal at vehicle owner's expense. Unit Owners shall not leave their vehicles idling in the parking garage. Parking and storage of unlicensed, inoperable or junk vehicles shall not be permitted within the Condominium. No repairs or vehicle maintenance shall be permitted within the Condominium other than emergency repairs required to render a vehicle operable.

4.03 Service and Recreational Vehicles. Parking of service and recreational vehicles, including but not limited to trailers, boats, campers, vans or other vehicles shall be prohibited. These provisions shall not prohibit temporary parking of such vehicles within any parking area

designated for the use of the Unit Owner for the purpose of loading and unloading. A temporary waiver of these prohibitions may be obtained at the discretion of the Association.

4.04 Bikes/Recreational Equipment. Residents shall keep bikes in the designated bicycle racks located on the Common Elements and not stored in their Unit or other portions of the Common Elements other than storage lockers assigned to such Unit.

4.05 Moving Containers. Moving containers need prior approval from the Association Board before being placed on the premises. Moving containers, once approved, can be on site no more than 7 days. Containers remaining beyond 7 day limit will incur a $50 per day fine until removed, cost being born by owner(s) of the unit involved.

ARTICLE V

AMENDMENTS

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

ARTICLE VI

RULES ENFORCEMENT POLICY AND SCHEDULE OF FINES

A. The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):

1. A WRITTEN WARNING for a Unit Owner or resident's first violation of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents.

2. FIFTY DOLLARS ($50.00) shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents. The second violation does not need to be the same violation as the first violation in order for the $50 fine to be assessed.

3. ONE HUNDRED DOLLARS ($100.00) shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.

4. Notwithstanding paragraphs (1-3) immediately above, TWO HUNDRED FIFTY DOLLARS ($250.00) for each violation of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:

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

b. The violation was malicious in its intent.

c. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.

B. 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*). Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

C. **Attorney Fees**

1. The Board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.

2. 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 owners' fair housing complaints, neither State nor Federal.**

D. Any Unit Owner or resident who has been accused of violating the Condominium 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 of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

E. GRIEVANCE COMMITTEE RULES AND PROCEDURES:

1. The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.

2. The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be ad hoc and appointed on an as-needed basis by the Board of Directors.

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

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

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

   a. A letter shall be sent by certified mail, return receipt requested, informing all parties:

      i. Of the time, place and date of a hearing before the Grievance Committee.

      ii. Of the right to counsel.

      iii. That evidence shall be received and a record made whether or not the party complained against attends.

   b. The hearing shall be divided into two (2) sections:

      i. The hearing.

      ii. The determination and decision.

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

   d. 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 five (5) business days of the hearing.

   e. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.

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

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

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

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

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

c. The 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;

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

ARTICLE VII

MISCELLANEOUS

7.01 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.

7.02 Transfer Fee. Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a unit transfer fee to the Association in an amount equal to two months' installment for Association dues for such Unit under the budget then in effect. Each transfer fee payment shall be deposited by the Association into the reserve fund. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

(a) When the transfer is to or from a trust where the sole beneficiary is the donor and 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; and

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

16300 W. National Avenue
New Berlin, WI 53151-0036

Non-Emergency: 262.785.6120
Fax: 262.785.6130

NEW BERLIN FIRE DEPARTMENT

June 8, 2017

Dear Apartment Resident and Apartment or Condominium Owner:

The City of New Berlin Fire Department adopts the most recent National Fire Protection Association (NFPA) Standards as part of its Local Fire Prevention Code. The 2012 Edition of NFPA 1 Chapter 10 – 10.11.6.1 & 10.11.6.2 clearly prohibits the use and storage of **all** grills on balconies, under overhangs, and within 10 feet of any structure of a multifamily occupancy three-family and larger.

NFPA 1 Chapter 10.11.6 states: For other than one- and two-family dwellings, no hibachi, grill, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony, under any overhang, or within 10 ft (3 m) of any structure.

NFPA 1 Chapter 10.11.6 states: For other than one- and two-family dwellings, no hibachi, grill, or other similar devices used for cooking shall be stored on a balcony.

This supersedes all notifications previously disseminated by the City of New Berlin Fire Department's Fire Prevention Bureau. Failure to follow NFPA 1 Chapter 10.11.6.1 & 10.11.6.2 may result in citations or liabilities for damages caused by individuals.

Respectfully,

Steve Kon
Assistant Chief – Fire Prevention/Inspection Bureau