RULES & REGULATIONS
601 LOFTS CONDOMINIUM OWNERS' ASSOCIATION, INC.

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I. INTRODUCTION

The Board and Association would like to welcome you to 601 LOFTS CONDOMINIUMS OWNERS' ASSOCIATION, INC. We are pleased that you have chosen to reside at THE CONDOMINIUM and hope that you will enjoy your home.

Condominium living is very different than living in a private residence and the changes may require adjustment for some individuals. Rules, governing day-to-day use of the property, have been adopted by the Board. All residents are subject to all provisions of the Condominium Declaration, Articles of Incorporation of 601 LOFTS CONDOMINIUM OWNERS' ASSOCIATION, INC., Bylaws, and these Rules. At times, these documents or actions taken by the Board might not be in direct accord with actions that an 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 Residents to demonstrate an attitude of courtesy, responsibility and community involvement.

Owners at 601 LOFTS CONDOMINIUMS OWNERS' ASSOCIATION, INC. pay a monthly assessment to cover the expense of the major functions that are performed for the benefit of all Owners maintenance, maintenance and professional Association services. Whenever volunteers do work, the Association and Residents save money. 601 LOFTS CONDOMINIUM OWNERS' ASSOCIATION, INC. thrives on the help of volunteers. Members of the Board and Committees all work without compensation. Their reward is the satisfaction of helping to maintain an attractive, pleasant place to live. All Owners should be aware of their responsibility to volunteer some of their time and talent to the Association.

This list of rules will not cover every possible scenario or question. Please inquire with the property manager for clarifications or questions.

II. CONDOMINIUM DOCUMENTS

Each Owner should receive a copy of the Condominium documents from, as applicable, the Management or the previous Owner. There is a $25 charge for replacement documents. The Condominium documents can also be accessed in the AppFolio online at Real Estate Specialists (appfolio.com).

III. RULES AND REGULATIONS

A. DEFINITIONS

All capitalized terms unless otherwise defined herein have the meaning ascribed to such terms in the Declaration and the Bylaws.

The capitalized term, “Management” used herein shall refer to the Property Manager employed by the Association, Cindy Galvan.

B. VEHICLES AND PARKING GARAGES

B.1 GENERAL

a. All Residents must register their vehicles with the Association within fourteen (14) days of residency. Failure to register will result in a warning notice being issued. If after fourteen (14) calendar days from the issuance of the notice the Resident has not registered his or her vehicles, the Association will issue a fine of ten dollars ($10.00) for each day of the continuance of the violation.

b. The Parking Units are to only be used for parking one car or van or truck and a motorcycle or scooter as provided above in B1.a above, provided no vehicle will extend outside the area designated by individual space markings in either length or width. No other objects may be stored in the Parking Unit. A protective plate must be placed under the motorcycle rest stand at all times to prevent damage to asphalt surface.

c. No vehicle belonging to a Unit Owner or to a member of the family or guest, tenant, or employee of a Unit Owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the Building by another vehicle.

d. No vehicles or trailers may park upon any surface area other than the Parking Units.

e. Boats or trailers MAY NOT be parked in any Parking Unit.

f. Limited vehicle maintenance, including, but not limited to, changing oil, oil filter, air cleaner, and spark plugs is permitted in Parking Units. Residents performing such maintenance must clear and clean the area after performing such work, including absorbing and disposing of any oil spills, grease, and any and all other debris. The debris, including used oil, must be taken to a recycling location and not placed in the common garbage.

g. The Garage doors are not to be used by Owners, Guests, Tenants or Contractors when entering or leaving the condominium on foot. When entering or leaving the Condominium on foot,

Owners, Guests, Tenants or Contractors should use the allocated pedestrian doors provided at the North and South sides of the building.

h. The garage doors are not to be propped open by physical obstructions of the doors or door sensors without prior approval from Management. Requests must be provided to Management 48 hours beforehand. Unit Owners who receive approval to prop open a garage door shall actively watch the garage door for the entire duration during which it is propped open. Unit Owners who leave the garage door unattended while it is propped open may be fined and may be held liable for any theft resulting from their inattention.

i. The use of moving vans on the Condominium property shall be in a manner so as not to impede the lawful and smooth flow of traffic.

j. Cooking or sleeping in vehicles on the Condominium property is prohibited.

k. No 601 Lofts Unit Owner or Tenant or Occupant or Guest or Contractor may park in the driveway to the east of 601 Lofts Condominium. This driveway does not belong to our Association and vehicles may be towed if parked there.

l. TOWING POLICY: The Association may tow or transport to a storage facility the vehicle of any Resident who violates any parking restriction of the Association. In such event, the towing charges and storage expenses incurred by the Association shall constitute an assessment or charge against any Unit owned by the offending Owner, even if the vehicle belonged to a guest or tenant of the Owner.

B.2 VEHICLE OPERATION

a. The maximum speed limit on 601 LOFTS CONDOMINIUM OWNERS' ASSOCIATION, INC. property is 10 miles per hour.

b. Vehicles entering or leaving the condominium through the two garage doors (one on Jackson Street and one on Ogden Avenue) MUST WAIT AFTER PASSING THROUGH THE DOOR to allow it to close before continuing into or out away from the condominium.

This requirement is to avoid having strangers enter our building through the garage doors which has resulted in stolen or damaged property. Vehicles not observing this requirement will be warned for the first offense, and afterwards may be fined up to $150.00 per occurrence.

The Association has installed video cameras to help identify unauthorized entry into the building and can be used to identify vehicles not waiting for the garage doors to close before continuing in or out of the building.

B.3 ELECTRIC CHARGING OF HYBRID OR FULLY ELECTRIC VEHICLES

Unit Owners may install one outlet and/or charging station in their own deeded parking space. In order to do this, Owners must comply with the following:

a. Any request will need to be approved by the Board and Management prior to installation.

b. No conduit/wiring will be allowed to run along the ground. It must be wall or ceiling mounted.

c. The owner will pay for all fees, material and labor costs pertaining to the installation of the outlet and/or charging station.

d. The owner must use a Wisconsin licensed and insured electrician.

e. The Owner is responsible for providing the Condominium Management with the electrician's information prior to the work being done. The installation schedule must be provided to Management 48 hours prior to the work being started. The Owner must also provide a diagram showing the proposed routing of conduit, the details of the outlet and/or charging station and its proposed mounting location.

f. A 30 ampere 240 volt or a 20 ampere 120 volt outlet and/or charging station will be allowed. It is preferred, but not required, that a sub-meter be installed to allow monitoring of electrical energy usage.

g. The Owner must submit to Management the hybrid or fully electric vehicle manufacturer, model and year and specifications as to the battery charging capacity.

h. The Association will control power to the outlet and reserves the right to disconnect usage at any time.

i. An annual electric fee will be invoiced to the owner for charging. If the owner sells the Unit and Parking Space in the middle of a calendar year, the balance accrued to date must be paid prior to closing of the sale. Upon closing of the sale, power will be disconnected to the outlet.

j. The method of calculating the annual electric fee will be one of the following:

- **Sub-Metered:** If the outlet has a sub-meter, the annual kWhrs of energy will be charged at the all-in cost of power to the Condominium using the average rate per kWhr from the prior 12 months' WE Energies bills. This will include the basic energy cost as well as the taxes, fees, credits and fixed costs for the power supplied to the Condominium.

- **Self-Reported:** The Owner must provide the odometer reading as of December 31st of each year for each vehicle using the charging outlet and/or charging station. Based on the vehicle specifications, the kWhrs of energy will be calculated based on the

manufacturer's estimated kWhrs per mile of energy for the vehicle(s) being charged. The total calculated kWhrs will then be charged at the average rate per kWhr from the prior 12 months' WE Energies bills.

- **Calculated by the Association:** If no sub-meter has been installed and the odometer readings have not been reported, the Owner will be charged the cost of a complete filling of an empty battery each night for each vehicle owned times 300 days at the average rate per kWhr from the prior 12 months' WE Energies bills. (Cost in $ = XX kWhr battery capacity x 300 days x Cost per kWhr).

C. ANIMALS/PETS

C.1 A Unit Owner will not permit animals of any kind, other than a dog, cat, domesticated bird, freshwater or tropical aquarium fish to be raised, bred, or kept in the Owner's Unit or in the Residential or Commercial Limited Common Elements appurtenant thereto. The aforementioned permissible animals may be kept as pets in any Unit, up to a maximum of three (3) total pets. Only one (1) dog is permitted to be kept in any Unit.

C.2 Pets kept by any Unit Owner may not exceed height (when fully grown) of fourteen (14) inches, wherein height is measured as the distance from the shoulder of a seated animal to a level floor.

C.3 In all cases, dogs having a predominant bloodline of the following breeds ARE NOT PERMITTED to be kept in any Unit:

American Staffordshire Terrier; Pitbull Terrier; Staffordshire Bull Terrier; Bull Terrier; Neopolitan Mastiff; Spanish Mastiff; Dogue de Bordeaux; Dogo Argentino; Fila Brasileiro; Roman Fighting Dog; Chinese Fighting Dog; Bandog, Tosa Inu; Akbash Briard; Beauceron; Bullmastiff; Dobermann; Estrela Mountain Dog; Komondor; Kuvasz; Maremma Mastiff; Pyrenean Mastiff; Pyrenean Mountain Dog; Rottweiler; and Tibetan Mastiff.

C.4 Pet owners must clean up after pet(s) inside and outside of the building including elevator, stairwell, hallways, sidewalks, exterior dog area, grass along sidewalks.

C.5 Owners of animals must notify Management of the presence of an animal(s) on the property. Such notification must include:

Type and name of animal(s)
Address of Unit maintaining animal(s)
Name(s) of resident(s) owning animal(s)

C.6 The Unit Owner, as well as the animal Owner, is responsible and liable for any damage to property or injury caused by a pet.

C.7 All pets outside the confines of the Unit shall be restricted on a leash by a person capable of controlling the animal or transported in a suitable pet carrier.

D. NUISANCE ACTIVITIES

Further to the Bylaws Section 6.15 Other Provisions as to Use, regarding nuisance and sources of annoyance in the Residential Section:

D.1 With the exception of construction or repair work, no Unit Owner, Tenant or Guest shall make or permit any noise or activity (including but not limited to: odor, smoke, electrical interference, disturbing noise or vibrations transmitted through the structure) in the Condominium, or do or permit anything to be done therein, which will adversely affect the use and enjoyment of neighboring or adjacent Residential Units for residential purposes.

D.2 No Residential Unit Owner shall play or permit to be played any musical instrument, or practice or to be practiced vocal music, or operate or permit to be operated audio equipment or radio or television set or other loud speaker in such Unit Owner's Unit between 11:00 P.M. and the following 7 A.M., if the same shall disturb or disrupt other occupants of the Building, unless the same shall have prior written consent from the Residential Committee.

D.3 No construction or repair work or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

E. KEYS

It is not the obligation of the Association to provide service to Residents who are locked out of their Units.

F. RESIDENTS

F.1 Residents are responsible and liable for the conduct of their Guests, Contractors, Tenants and all persons living with them.

F.2 Marking of sidewalks and roadways with paint or permanent substances is not permitted.

F.3 No motorized toy vehicles (e.g. go-cart or mini bikes) are allowed on the property.

F.4 Rowdy behavior will not be tolerated in any area of the Property.

F.5 All packages, whenever feasible, will be required to be delivered by outside personnel to the package room in the lobby where such packages will be held for pick-up by Residential Unit Owners. Unit owners should monitor deliveries and pick up packages as soon as possible.

F.6 Owners shall not disrupt building operations by intimidating, demeaning, harassing, or threatening contractors employed by the Association. Owners who do may be fined. Contractors employed by the Association reserve the right to end direct communications with Owners who do not follow this rule.

G. COMMON AND LIMITED COMMON ELEMENTS

G.1 COMMON ELEMENTS

Common Elements of the building refer to the entrance vestibule, lobby, mail room, third floor terrace, trash rooms, elevators, hallways, stairwells, parking units or parking driveways. More detailed definitions are available in sections 7.4 and 7.6 of the Declaration. The following rules shall apply with respect to the Common Elements:

a. There shall be no obstruction of the common areas and facilities and nothing shall be stored therein without the prior written consent of the applicable Committee of the Board.

b. Smoking of any kind is not allowed in the Common Elements of the building.

c. Electrical or battery powered lights shall not be installed on or in the Common Elements without prior written consent of the applicable Committee of the Board.

d. Use or storage of recreational equipment is prohibited in Common Elements.

e. The sidewalks, entrances, passage, public halls, elevators, vestibules, corridors and stairways of the Condominium shall not be obstructed or used for any other purpose other than ingress to and egress from Units, except that the obstruction may occur in the Commercial Section when such obstruction is caused by normal delivery of inventory to such Units (provided however that such obstruction does not inconvenience any other Unit Owners). All shoes, bins, boxes, crates, and other personal belongings must be taken in the Unit and not left out in the hallway.

f. No article (including, but not limited to, garbage cans, or bottles) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or fire tower landings of the Condominium, nor shall any fire exit thereof be obstructed in any manner.

g. Neither Occupants nor their Guests shall play in the entrances, passages, public halls, elevators, vestibules, corridors or stairways of the Condominium.

h. No public hall or public elevator vestibule of the Building shall be decorated or furnished by any Unit Owner in any manner.

i. Except as permitted under the Declaration and Bylaws, Unit Owners, their Tenants, Guests, Employees, or Agents shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof the Building.

j. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

k. No group tour or exhibition of any Residential Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit, without the prior consent of the applicable Committee of the Board.

G.2 LIMITED COMMON ELEMENTS

Limited Common Elements of the building refer to the storage lockers, balconies or terrace areas on the third level delineated by the large concrete planters. More detailed definitions are available in sections 7.5 and 7.7 of the Declaration. The following rules shall apply with respect to the Limited Common Elements:

a. Each Unit Owner shall keep his or her Unit and any Limited Common Elements appurtenant thereto (including the surface of any balcony appurtenant to such Unit) in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows or balconies thereof, any dirt or other substance. Any determination as to what constitutes a good state of preservation and cleanliness for any Unit Owner's balcony shall be within the sole but reasonable direction of the applicable Committee of the Board. Every Unit Owner shall have the right to decorate, as applicable, the Residential Limited Common Element or Commercial Limited Common Element appurtenant to his/her Unit in an unobtrusive, non-structural manner.

b. Residents are prohibited from storing bicycles in the Common Elements or Limited Common Elements, outside of Units, on lawns, or on patios. Bicycles must be stored in a

storage locker, in the Owner's or Resident's Unit, mounted to the wall in the Owner's parking space, or stored in the 1st floor trash room using the bike racks provided when space is available. All bicycles not stored in a storage locker should have a lock installed and connected to the bike rack or wall mount to help prevent theft.

c. All items on balconies shall be secured as to not fall and cause harm.

d. Hanging or shaking out items such as wash, clothing, other apparel or rugs on patios or patio balconies is prohibited.

e. Major alterations, such as the installation of awnings, sunshades, canopies, or screens are prohibited without the prior written consent of the Board.

f. Visible appliances and items other than movable patio furniture and barbecue gas grills on patios and balconies are prohibited.

g. Minor plantings in containers may be made by a Unit Owner on the balcony appurtenant to such Unit, provided said containers are used in conjunction with an apparatus (such as a drip pan or saucer) to contain water that drains from therewithin. All other landscaping must be approved by the applicable Committee of the Board and conducted under the direction and control of the applicable Committee of the Board.

h. Wading pools, jacuzzis, hot tubs, and yard-designed playthings are prohibited from use on all Common and Limited Common Elements.

i. Appropriate seasonal decorations may be placed on Unit entry doors.

j. Provided they do not require permanent structural modification to the limited Common Elements, decorative string or rope lights may be attached to balcony railings without prior written consent of the Residential Committee.

k. No window guards or window decorations shall be used in or about any Residential Unit, unless otherwise required by law, except such as shall have been approved in writing by the Residential Committee.

l. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any door or window or other part of the Residential Section except such as are permitted pursuant to the Declaration or the Bylaws or shall have been approved in writing by the Residential Committee.

m. No attached or fixed ventilator or air conditioning device shall be installed in any Unit without the prior written approval of the applicable Committee of the Board, which approval may be granted or refused in the sole discretion of such Committee.

n. Nothing shall be done or kept in any Unit or in the General or Limited Common Elements which will increase the rate of the insurance of the Building or contents thereof without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the General or Limited Common Elements which will result in the cancellation of insurance on the Building or which would be in violation of any law. No waste shall be committed in the General or Limited Common Elements.

o. Bird feeders, birdhouses and all other sources of food or shelter for wildlife (excluding registered Pets) are prohibited on patio balconies.

H. SNOW REMOVAL

H.1 Snow and ice removal shall be provided on sidewalks and garage entrances comprising the Common Elements. There shall be no snow and/or ice removal on Residential and/or Commercial Limited Common Elements (Balconies).

I. GARBAGE

I.1 Residential Unit Owners will faithfully observe the following procedures with respect to the use of the dumpster: (a) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all loose papers before placing the same in the chute door; (e) deposit all bundles of waste in the hopper; and (f) refrain from depositing waste of an explosive nature therein.

I.2 Residents must make arrangements for disposal of large items that the garbage removal company is unable to transport off the Condominium. Contact Management for clarification. (ie: mattress, furniture, appliances, large cartons/boxes).

I.3 Garbage must not be stored or left on patios or outside of any door in the common hallways. Violations will result in fines.

J. MAINTENANCE, REPAIRS AND REPLACEMENTS

J.1 Interior Maintenance: Each Unit Owner, at his or her own expense, shall furnish and be responsible for all maintenance of, repairs to, and replacements within his own Unit (fixtures and equipment).

J.2 Utilities: It is the responsibility of Unit Owners to pay for electric service in their Unit(s). Owners are responsible for any damage to contents or loss caused by failure to pay for utility services. Personal use of outlets in Common Areas is not permitted.

K. ALTERATIONS, ADDITIONS, IMPROVEMENTS

K.1 No alteration of any Common Elements or Limited Common Elements or any additions or improvements thereto, shall be made by any Unit Owner without the prior written consent of the applicable Committee of the Board. Any Unit Owners wishing to make exterior changes shall submit their requests in writing to Management.

K.2 The following is a partial list of items requiring approval of the Board prior to installation:

Fireplaces	Patio Screens
Air Conditioners	Patio Doors / Storm Doors
Window Replacements	Glass Block Windows

L. SIGNS

No Unit Owner shall display, hang, store or use any sign outside his or her Unit, which may be visible from the outside of his or her Unit without prior written permission of the applicable Committee of the Board.

M. WINDOW DRESSINGS

M.1 No Unit Owner or Resident shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside his or her Unit, or which may be visible from outside his Unit (other than draperies, curtains or shades of a customary nature and appearance subject to the Rules and Regulations), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or outside radio or television antenna, or other equipment, fixtures or items of any kind, without the prior written permission of the applicable Committee of the Board.

M.2 Satellite dishes may not be installed on a balcony, the side or the roof of the Building.

M.3 Holiday decorations are permitted twenty (20) consecutive calendar days before or after a recognized holiday or season.

N. RUMMAGE SALES

Rummage sales are not permitted.

O. LANDSCAPING

O.1 No picking of any flowers, shrubs, bushes or trees is allowed anywhere on the Property.

P. OCCUPANCY

P.1 Home Occupations: Permitted home occupations in all Residential Units are any business or occupation carried on by a person residing within the dwelling in connection with which:

a. The occupation is incidental and secondary to the use of the dwelling for dwelling purposes, and does not occupy more than one-fourth of the floor area of a Unit or storage area.

b. No signs, display or activity is permitted that will indicate from the exterior that the Building is being used, in part, for any purpose other than that of a dwelling.

c. There are no commodities sold, or services rendered that require receipt or delivery of merchandise, goods or equipment by other than a passenger motor vehicle or by U.S. letter carrier mail services.

d. There is no person other than an additional resident of that Unit employed or otherwise engaged in the home occupation.

e. All activity, including storage, is conducted completely within the dwelling Unit.

f. No special structural alterations, construction features, or installation of special equipment other than satellite dishes is permitted on any Residential Unit or building comprising the Condominium, without the prior written consent of the applicable Committee of the Board.

g. There is no perceptible noise, odor, smoke, electrical interference or vibration emanating from the structure.

h. There is no more than one customer or client on the premises at the same time.

i. There is no activity between the hours of 10 P.M. and 8 A.M.

P.2 Proper maintenance of all required smoke detectors is the responsibility of the Unit Owner and shall comply with the provisions of the state law.

P.3 When residents cook on the patio or balcony, it is their responsibility to have a U.L. approved fire extinguisher available and to control the flames so as not to create a fire hazard.

a. Charcoal grills are prohibited on the Property.

b. Only gas grilling is permitted.

P.4 No resident shall keep in any Unit or on THE CONDOMINIUM property any combustible substance except for normal household use as designated by manufacturer.

Q. SOLICITATION

No solicitation is allowed on the Property without the prior written consent of the Board.

IV. INFORMATIONAL MATTERS

A. ASSESSMENTS

A.1 Each Owner is assessed a monthly fee based in accordance with the Declarations and the Bylaws. The Association depends on timely receipt of these assessments to function properly. Late payments or non-payment of assessment can be a serious problem for the Association.

A.2 To minimize cash flow problems and encourage compliance, liens will be filed against Units that become 30 days delinquent in assessment payments.

V. ENFORCEMENT, VIOLATIONS, AND PENALTIES

A. VIOLATIONS MAY BE REPORTED BY AN UNIT OWNER OR RESIDENT TO:

A.1 The City of Milwaukee Police Department, if the violation is an infraction of a City ordinance or any other law.

A.2 The Association, via written notice to Management.

B. A VIOLATION REPORTED TO MANAGEMENT MUST BE IN WRITING AND MUST CONTAIN THE FOLLOWING:

B.1 Name of offender and address, if known.

B.2 Violation observed and brief description thereof.

B.3 Time and place of occurrence or, if a continuing violation, the time or times of observance of the occurrence.

B.4 Name, address and telephone number of the reporting Unit Owner or Resident.

C. UPON RECEIPT OF A COMPLAINT THE APPLICABLE COMMITTEE OF THE BOARD SHALL ATTEMPT TO RESOLVE THE MATTER BY:

C.1 Obtaining voluntary payment of an appropriate fine as per the Penalties Section of these rules; and/or

C.2 Obtaining voluntary correction of the violation; and/or

C.3 Any other solution to which the complainant, the alleged offender and/or Association agree.

D. IN THE EVENT THAT A RESOLUTION IS NOT OBTAINED USING THE PROCEDURE DESCRIBED IN SECTION (C) HEREOF, THE APPLICABLE COMMITTEE OF THE BOARD SHALL PROCEED IN THE MANNER DESCRIBED BELOW:

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 applicable Committee of the Board.

   (ii) Of the right to counsel.

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

   (iv) That, if found in violation, a fine may be imposed in accordance with the Penalties Section, plus costs and actual attorney fees incurred by the Association.

   (v) That any such fine imposed may be secured by filing a lien against the subject Unit, as prescribed by law.

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

   (i) The hearing.

   (ii) The determination and decision.

   The Hearing Section shall be open to only the applicable Committee of the Board, the parties involved, their attorneys and witnesses.

   The Determination and Decision Section of the meeting shall be open only to the Applicable Committee of the Board. The decision will be rendered in writing to concerned parties within five (5) business days of the hearing.

c. If the complainant, or their representative, fail to appear at the hearing without a valid excuse acceptable by a majority of the applicable Committee of the Board, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.

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

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

f. The decision of the applicable Committee of the Board is final.

E. PENALTIES

Each violation of the Rules and Regulation, Bylaws or the Condominium Declaration shall be punishable by all means set forth in the Bylaws, Condominium Declaration or any law and/or by one or more of the following:

E.1 A written warning.

E.2 A fine in an amount not to exceed five hundred dollars ($500), plus administrative costs of twenty dollars ($20), plus twenty-five dollars ($25) per day that the violative conduct persists, plus reasonable attorney fees.

E.3 By the Association removing or correcting the violation, the cost of which, including reasonable attorney fees, shall be borne by the Owner.

In the event the fines and costs, or the costs incurred by removal or correction, shall not be paid within thirty (30) days, the payment may be secured by filing a lien against the Unit of the offender, as prescribed by law.

F. RESPONSIBILITY FOR VISITORS' CONDUCT

All Unit Owners shall be responsible for all actions of their Guests, Tenants and Contractors.

G. REMEDIES NON-EXCLUSIVE

The provisions of these rules and regulations shall in no way limit or restrict any other remedies or right as set for in the Condominium Declaration or the Condominium Act of the laws of the State of Wisconsin (Chapter 703) and shall not be exclusive, but shall be in addition to all other remedies provided by the Condominium Declaration and the laws of the State of Wisconsin.

VI. DISCRIMINATION PROHIBITED

No bylaw or rule adopted under a bylaw and no covenant, condition or restriction set for in the Declaration or any instrument of conveyance of any Unit may be applied to discriminate against an individual based upon his or her race, color, sexual orientation, disability, religion, national origin, marital status, family status, lawful source of income, age, ancestry or as otherwise prescribed under Wisconsin law.