Highbridge Condominium Association Rules and Regulations adopted August 11, 2022

Article IV Section 6.2 of the Highbridge Condominium By-Laws give the Association Board of Directors authority to create and amend rules and regulations for the protection, use, repair, and maintenance of the units and common elements.

This document does not replace the bound book of Condominium Declarations and By-Laws which you received upon purchase of your unit. You are encouraged to read and understand those documents thoroughly.

The rules and regulations presented in this document will become effective 30 days following delivery to the Condominium Unit Owner and have the same force and effect as if contained in the Declaration and By-laws.

Updated pages for this document will be distributed as necessary when changes are made to any of this material. As you receive updated pages, please insert them in this document as instructed. If you sell your unit, the Condominium Disclosure Material, including, but not limited to, this document along with the Condominium Declarations and By-Laws should be passed on to the new owner.

If you're unsure about the application of any of the rules and regulations following, please contact the Association for clarification. All correspondence related to these rules and regulations or for the Association Manager should be sent to the Association at the following address:

Highbridge Condominium Association INC.
C/O Ogden & Company Management
1665 N Water St.
Milwaukee WI 53202

The capitalized terms in these Rules and Regulations have the same meaning as defined in the Declaration of Highbridge Condominiums.

RULE 1: OBSTRUCTIONS OF COMMON AREAS

No unit owner or tenant shall cause or permit the common areas to be used in such a way as to deny others the full use of the common areas. Accordingly, there shall be no obstruction of any common areas.

RULE 2: EXTERIOR LIMITED COMMON ELEMENTS, PATIOS & BALCONIES

Decks, Patios And Porches - Lawn furniture, cooking grills (not including charcoal and wood burning grills on wood balconies), potted plants and other similar items (in good repair) intended for yard use may be kept on balconies and patios. Balconies and patios are NOT to be used for storage, including but not limited to the storage of motorcycles, baby carriages, bicycles, cooler, food & beverage, or for the airing of laundry, carpet, rugs or other items. Plants hung on the railings of the patios and balconies must be secured using plastic ties. Metal hooks and hangers are not allowed since they can and will scratch the metal creating rust on the railings. Decks, patios and balconies shall be kept neat and tidy and free of trash.

RULE 3: REAL ESTATE LOCK BOXES

Real Estate lock boxes are not permitted on the exterior of the building.

RULE 4: GARAGE STORAGE

Routine vehicle maintenance and repairs may not be performed on any General Common or Limited Common area. An exception is made in situations when emergency repairs are required to render a vehicle operable. Vehicle washing is not considered maintenance and is allowed.

Storage for any period of time of unlicensed, inoperative, or junk vehicles is not allowed on any General Common or Limited Common area.

No containers of gasoline, propane, or other flammable or explosive materials may be stored anywhere in the garage at any time.

Loose items, such as cardboard boxes, containers of car maintenance fluids, mattresses, etc., may not be stored in the garage. Personal property shall be stored in storage cabinets or rubbermaid containers, other than bikes, which may be stored in owner's parking spaces.

RULE 5: CHANGE OF OWNERSHIP; MOVE IN/MOVE OUT FEES

Upon the sale of a condominium Unit, a New Buyer Information Form shall be completed by the seller and forwarded to the Association Manager.

Also upon the sale of a condominium Unit, a transfer fee shall be paid as set forth in the Bylaws.

For any resident move in or move out, a fee of $250 must be paid at least one week in advance of the move, along with written notification to the Association's property manager no less than one week before the move is to take place so that curtains can be put up in the elevator. Any damage to common walls, doors, etc. caused by the move in excess of the $250 fee will be assessed to the Unit Owner.

RULE 6: GRILL STORAGE AND USE

No grill producing an open flame (wood burning or charcoal) may be operated on a balcony or patio. All grills are to have a grill mat placed beneath them. The unit owners or tenants must have a fully charged fire extinguisher at hand, no more than 5 feet in proximity from the grill while the grill is in use. No in use grills are to be left unattended.

The Unit Owner is responsible for the safe storage and operation of the grill. The Unit Owner will be responsible for any repairs of damage to any common elements or units caused by storage or use of a grill in violation of this rule, or in an otherwise negligent manner.

RULE 7: LEGAL FEES

Any member of the association whose actions require the Association to engage legal counsel for the enforcement of the governing documents, the Rules and Regulations or the municipal laws will be responsible for all legal fees associated with such enforcement.

RULE 8: CARBON MONOXIDE DETECTORS

It is the responsibility of each home owner to obtain and install their own carbon monoxide detector and provide proof that it has been done (in the form of a receipt, photo or other appropriate proof). Proof should be provided to management when a unit is purchased.

RULE 9: SECURITY

All Highbridge common entry doors shall remain closed and not be propped open for any reason, unless supervised and attended to; with the exception of a fire, medical, and/or police emergency.

RULE 10: ANIMAL RESTRICTIONS & FEES

Except as provided below, no animals, livestock, reptiles, or poultry of any kind shall be raised, bred, or kept within the Property.

Animal Permits are required. Any owner or occupant of a condominium within the Development who desires to keep an animal within the condominium shall apply to the Association for a permit to keep such an animal. The owner shall also provide the Association a photograph of the animal as well as applicable veterinarian documents providing updated medical information (i.e., shots, etc.) annually. The permit issued by the Association shall be deemed a revocable license which may be revoked at any time following notice and a hearing before the Association Board of Directors if, in the reasonable judgment of the Association Board of Directors, such a licensed animal is or becomes offensive, a nuisance, or harmful in any way to the Development or those occupying or owning therein. The Association may charge a fee to the applicant to issue the animal permit and to cover its administrative and enforcement costs.

Number of Dogs. The Association may issue a permit to the occupant of a condominium to keep up to a maximum of 2 dogs.

No dogs which have been deemed to be vicious or dangerous by a veterinarian, court, legal authority such as law enforcement or animal control officer or humane society shall be allowed at Highbridge Condominiums.

Other Animals. Animals which currently reside in Highbridge Condominiums as of 10/12/2021, are automatically grandfathered as being allowed. This includes the number of animals. Going forward, the animal number limit will be enforced with exception only being determined by the board on a case by case basis. Permits may also be issued for other small household animals such as domestic cats (maximum of two), fish, canaries or parakeets, provided that they are not kept, bred or maintained for any commercial purposes.

Dogs must be leashed in all common areas. All animals shall be licensed by the City of Milwaukee, if required.

RULE 11: ANIMAL EXCREMENT

Animal excrement in General Common and Limited Common areas shall be removed immediately upon occurrence and disposed of properly by the Unit Owner or occupant of the condominium in which the animal resides. Proper disposal means sealed in an airtight, waterproof bag and placed in the animal waste disposal stations once they are installed on the exterior of the building. Each dog owner shall pay to the Association, with their January association dues, the sum of $100 per dog, per unit, to cover the cost of the waste removal service. This charge may increase over time, at the discretion of the board in order to cover rising disposal costs and replacement of the animal waste stations. The initial purchase of the animal waste stations shall be deemed a common amenity expense, in furtherance of establishing a building identity of being animal friendly.

RULE 12: REFUSE & RECYCLING

Garbage & recycling shall not be stored outside of units, nor be placed on the hallway carpeting or the elevator floor. Garbage and recycling may not be stored in parking spaces and must be properly disposed of immediately. All boxes MUST be broken down before they are disposed of in the recycling bin or the trash.

RULE 13: SIGNS AND FLAGS

No sign of any kind shall be displayed to the public view on or from any unit or the common or limited common areas without prior consent of the Board of Directors. However, signs that support or oppose a candidate for public office or referendum question may be displayed to public view from a unit as long as the sign is no more than 24 inches by 24 inches in size, is placed no more than 60 days prior to the pertinent election or vote, and is removed within 7 days of the pertinent election or vote.

No flags are allowed on the condominium property, except as specifically set forth in this section. The American flag may be displayed from a Unit or the Unit's balcony or patio. The approved size for the American flag is no larger than 3 ft. by 5 ft.

RULE 14: SATELLITE DISHES AND ANTENNAS

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:

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

2. No satellite dishes or antennas may be placed in the common area.

3. 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.

4. 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 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.).

5. 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.

RULE 15: COMMUNITY WI-FI

The community wi-fi signal shall not be boosted or pirated to an individual unit. The theft of wi-fi or any other common utility will be subject to an immediate fine of $1,000.00, and may be subject to additional fines if the theft continues.

RULE 16: FITNESS CENTER RULES

The current hours of use of the exercise room are 24-7. Such hours of operation may be adjusted from time to time by the Board of Directors, in its sole discretion.

No pets or unsupervised children are allowed in the exercise room.

All equipment used shall be wiped down, as needed, after use.

All equipment moved shall be returned to its proper place after use.

TV turned off by the last person to leave the exercise room at any time.

For safety reasons no one under the age of 16 may use or be on any of the gym equipment

Please close and lock the door when exiting the gym.

A waiver of liability must be on file with the Association for each resident before using the gym.

RULE 17: ASSESSMENT COLLECTION

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

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.

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.

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).

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.

In the event a Unit Owner ever 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.

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 the final paragraph below.

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 compound rate of 1.5% per month (18% per annum) until paid.

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 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.

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.

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.

RULE 18: FINES, ENFORCEMENT, AND GRIEVANCE POLICY

1. The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, By-Laws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"), except as may be otherwise specified within a Rule:

a. 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.

b. FIFTY DOLLARS ($50.00) shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents (or for the violation that remains after the Unit Owner has received the warning letter discussed in 1.a). The second violation does not need to be the same violation as the first violation in order for the $50 fine to be assessed.

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

d. Notwithstanding paragraphs (a-c) immediately above, FIVE HUNDRED DOLLARS ($500.00) shall be assessed 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:

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

2. The violation was malicious in its intent.

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

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

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

3. Attorney Fees.

a. 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.

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. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the unit owner's mortgage company in which the Association is a named defendant, the Association shall 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.

4. 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.

5. GRIEVANCE COMMITTEE RULES AND PROCEDURES:

a. 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.

b. 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.

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:

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

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

b. Of the right to counsel.

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

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

a. The hearing.

b. The determination and decision.

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

4. 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.

5. 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.

6. 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.

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

8. 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 shown, 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.

RULE 19 FOOD DELIVERY

ALL food delivery persons, including, but not limited to, Uber Eats, Grubhub, Doordash, etc must be met in the Highbridge outer lobby, at the time of delivery, by the resident or tenant who has placed the order. Under no circumstances are food delivery vendors allowed beyond the outer lobby. In the event that the person ordering the food is ill or incapacitated and unable to meet the delivery person, then they shall make prior arrangements with another resident to accept the order, on their behalf prior to placing the order. The resident or tenant shall remain in the outer lobby until the food delivery person has left the building and the front door lock has re-engaged.

RULE 20: QUIET HOURS

All residents have a right to quiet and privacy without disturbance by loud noise, obnoxious behavior or harassment from neighboring units or common areas, especially at night between 10:00pm and 7:00 am on weekday mornings, 9:00am on weekend mornings. If you are hosting a gathering or party outside of those time frames please discuss reasonable expectations for cessation of noise within reasonable and mutually agreed upon timeframes with your immediately impacted neighbors and inform the board of your agreement. The Board reserves the right to amend that agreement if the timing is deemed unreasonable or the noise disturbs other neighbors. (ie. No party should be going full steam at 1 or 2 in the morning and beyond).

RULE 21: CHARGING ELECTRIC VEHICLES

If an Owner/Occupant wishes to charge an electric vehicle on the condominium property, the Owner/Occupant may not charge the vehicle from common electric outlets. Electric vehicles may only be charged at an outlet tied to the meter associated with the Owner/Occupant's Unit, such that the Owner/Occupant will be fully responsible for the costs of charging the vehicle. Owner/Occupants wishing to set up a charging station for their individual use must follow the checklist attached hereto as Appendix A. Unit 102 has been using an electrical breaker in the association electrical panel to charge a vehicle. Unit 102 has reimbursed the Association for past electrical charges from June 2019- December 2023. Unit 102 is grandfathered/excepted from this Rule 17, provided the following conditions are met. Unit 102's wiring for their EV charger shall be allowed to remain in the association electrical panel as long as the current owners, the Goldsteins, both own and occupy their unit. At the time of their sale or rental of unit 102, the charger must be disconnected from the association electrical panel. If the new owner or resident does not intend to use the electrical charger, then the wiring shall be capped off in the electrical room and preserved in that location within conduit to allow future owners the option to utilize that wiring in conjunction with the installation of an energy management system, at 102's expense as described in Appendix A.

Unit 102 shall pay a monthly convenience fee for the continued access to the association's electrical panel. This convenience fee is for the charging of only one vehicle. Should unit 102 purchase another electric vehicle and charge it at their charger in the garage, then a second convenience charge will be charged. The amount of a second convenience fee may be higher than the charge for the first vehicle should manufacturer information indicate that the new vehicle requires more energy. No other vehicles than those owned by unit 102 may be charged at their EFV charger. The convenience fee for 2024 shall be $54 per month. The convenience fee for 2025 shall be $60 per month. The convenience fee charges shall be added to the ledger for unit 102, maintained by the management company. The Board of Directors shall set the amount of the convenience fee no later than January first of each year, starting with 2026 and inform unit 102 of any change to the previous year's convenience fee.

RULE 22: FITNESS CENTER RULES

The current hours of use of the exercise room are 24-7. Such hours of operation may be adjusted from time to time by the Board of Directors, in its sole discretion.
No pets or unsupervised children are allowed in the exercise room.
All equipment used shall be wiped down, as needed, after use.
All equipment moved shall be returned to its proper place after use.
TV turned off by the last person to leave the exercise room at any time.
For safety reasons no one under the age of 16 may use or be on any of the gym equipment
Please close and lock the door when exiting the gym.
A waiver of liability must be on file with the Association for each resident before using the gym.