April 18, 2023

The Broadway Board of Directors has made the following amendments to the current *Fee & Fine Schedules* and the *Rules and Regulations.*

Amendments:

I. Corrected misspellings and typos.

II. The *Fee & Fine Schedules* have been removed and replaced with a simpler schedule of fines that allows for a written warning first and can be found on pages 2.

III. Sections 1.01 – 1.03 of the *Rules and Regulations* have been updated to reflect The Broadway's current contact information.

IV. Section 1.17 of the *Rules and Regulations* has been updated to change the gym hours.

V. Sections 5.02, 5.03, and 5.12 corrected conflicting contractor delivery and working hours.

VI. Section 8 of the *Rules and Regulations* have been updated to make the grievance process easier for the Association, the Board, and the members of the grievance committee to come to a quick resolution.

Thank you,
The Board of Directors

Schedule of Fines

The following is a schedule of the fines that will be imposed for non-compliance with the law, the disclosure materials, declarations, bylaws, rules, regulations, covenants, conditions, or restrictions (herein collectively "Condo Docs").

1) **A WRITTEN WARNING** for a unit owner or resident's first new violation of the Condo Docs. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all owners and residents comply with the Condo Docs.

2) **ONE HUNDRED DOLLARS ($100)** shall be assessed against an owner or resident for a second, substantially similar violation of the Condo Docs (or for the violation that remains 7 calendar days after the owner or resident has received the warning letter discussed in 1).

3) **TWO-HUNDRED AND FIFTY DOLLARS ($250)** shall be assessed against an owner or resident for each successive substantially similar violation of the Condo Docs.

4) Notwithstanding paragraphs (1-3) immediately above, **FIVE HUNDRED DOLLARS ($500)** shall be assessed for each violation of the Condo Docs, 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 owner or resident's non-compliance with the Condo Docs.

    d) 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).

5) Each day a violation exists after the owner or resident has been notified, a new violation and fine shall be assessed at the discretion of the board.

Damages and Attorney Fees

1) The board may also assess an owner or resident who has violated the Condo Docs for any damages incurred to common areas including but not limited to the cost of labor, materials, or both to repair and clean those damages.

2) The board may also assess an owner or resident who has violated the Condo Docs for attorney fees as described on pages 11-12.

The Broadway Condominium Association, Inc. Rules and Regulations

1.01 Association Dues: Dues are payable by the first day of each month in advance. Any dues payment received after end-of-business on the 15th day of the month will incur a late fee of $25.00. Dues are not accepted at our Association's office.

Dues can be paid through the online payment system, Appfolio, or can be mailed to The Broadway Condominium office:

Broadway Condominium Association, Inc.
234 N Broadway
Milwaukee, WI 53202

The Association may also apply interest at a compound rate of 1.5% per month until paid, and any account that is more than 60 days delinquent may be sent to the Association's attorney for collection. Any attorney's fees and costs incurred by the Association shall be the responsibility of the delinquent unit owner and shall be added to the owner's account.

1.02 Website Registration: Owners must register an Appfolio account with the Association and provide current contact information. Owners must also provide current contact information for all occupants, including but not limited to renters.

1.03 Maintenance: All common area elements are maintained by the Association. Your help is needed to address building maintenance issues promptly. Owners should report building maintenance issues to the maintenance technician by submitting a maintenance request through Appfolio. Examples of maintenance issues include, but are not limited to, burned out light bulbs, chirping fire alarms, spills or excessive debris on carpets and floors, dings or damage to walls or other common areas.

Current contact information for emergencies and non-emergencies during operating hours and after-hours is always posted in the elevators and in the glass case near the mailboxes.

1. Do not install any additional locks without the express permission of the Association.
2. Plumbing and electrical equipment shall not be used for any purpose other than those for which they were constructed. Any plumbing stoppages, electrical problems, or damage are the responsibility of the unit owner.
3. Report any emergency repairs immediately (water leaks and other emergencies which can cause damage to common areas or other units.)

1.04 Motor vehicles and parking: Underground parking is limited to parking space owners. Parking in the garage is tight. Please pull up as close to the parking block as possible so that others can get in and out of their spaces more easily. All improperly parked vehicles are subject to towing at the expense of the owner of the vehicle. The Association and/or parking space owner(s) have the right to call the police to tow any improperly parked vehicles, as well as vehicles parked in the fire lanes or blocking trash receptacles. No trailers, motor homes, and/or oversized campers, trucks, or boats are allowed in the owner's space. Parking spaces are to be used for parking vehicles only and are not to be used for storing anything else, such as window washer fluid, shovels, sandbags, window scrapers, or oil change equipment such as pans, funnels, and rags. Spillage (oil, gasoline, etc.) is the owner's responsibility to clean up promptly.

Scooters and motorcycles: Motorcycle/scooter spaces are available on a first come, first served basis for a monthly fee. The motorcycle or scooter must fit in the designated space. A garage remote will be issued at the

owner's expense. The Association is not responsible for damage to scooters, motorcycles, or accessories left in garage.

1.05 Security: Owners and residents are responsible for reporting any criminal or illegal activity to the police either witnessed or discovered. It is the witnesses' or victim's responsibility to report criminal or illegal activity to the police. Owners are encouraged to notify the property manager as soon as possible after reporting the situation to the police.

The best security in community living is neighbors with awareness who report any unusual happenings. Our local police patrol regularly. It is suggested that all owners keep their doors and windows locked at all times. The Association is not responsible for any person's safety, nor does the Association assure the condominiums will be secure from theft or burglary. Providing camera monitors, limited access entry, garage gates, locks, smoke detectors, and other similar devices does not guarantee their effectiveness nor impose any obligation on the Association to continue to provide such devices.

1.06 Keys: Municipal fire regulations require the Property Management to have keys to all entrances and exits, including all deadbolt locks. Door hardware can only be installed by making a request to the Association. The property manager must receive a set of keys immediately upon a change in locks. Lost building or unit keys must be reported to the property manager immediately. All Common Area entryway keys or fobs must be replaced, copied, or made by the Association. Do not duplicate keys to the building.

Only package delivery services, realtors, and vendors working on behalf of the Association may use keyless access codes to enter the building in the front lobby.

1.07 Window Cleaning: Cleaning window exteriors and screens are the responsibility of the Association. The window interiors are an Owner's responsibility to clean. Courtyard residents must remove screens when instructed to allow window washers access or windows will not be cleaned.

1.08 Trash and Recycling: All trash must be in closed plastic bags and deposited in the trash chute on each floor. Recycling rooms are located on floors 1, 3 and 5. Place all recyclables (cardboard, paper, glass bottles, plastic) in the bins provided on the 1st, 3rd, or 5th floors. Do not leave recyclables in the trash rooms or put them down the trash chute. Ensure the chute door closes tightly to contain odors. If the bins are full, please take your recycling to a City collection site. Owners may not leave excess cardboard in the recycling rooms when it does not fit in the bins.

Christmas Trees must be bagged prior to exiting an Owner's unit. Owners and residents are responsible for Christmas tree disposal. Christmas trees may not be left in trash rooms or any common area.

1.09 Pets: No dogs are allowed at any time unless approved as an emotional support or service animal (refer to Emotional Support Animal Rules below). Visiting dogs are not allowed. Cats, small birds, and fish are permitted in Owner's unit only. Pets and other animals are not allowed in common areas. When Owners transport animals, they must be crated or contained in a carrying cage.

1.10 Bicycles: All bicycles must be kept in the Owner's unit, storage locker, or in the parking garage in the racks provided. The bicycle rack in the garage is available on a first come, first served basis. Users are required to register each bicycle with the property manager. This registration must include the owner's name and unit number, and the bicycle's make, model, color, and serial number. Any non-registered bicycles may be removed by the Association without notice. Bicycles should be securely locked to avoid theft. The Association is not responsible for bicycle theft.

1.11 Mail/Packages: Mailboxes are located in the lobby. An outgoing mailbox drop is located on the west side

of the mailbox stand. Condominium management does not accept packages on behalf of Owners. The Association does not accept any liability for the safekeeping or distribution of such packages and will provide racks to hold packages solely as a convenience.

1.12 Deliveries: Any non-parcel deliveries must be received through the back doors at the north end of the alley. This includes any furniture, appliances, construction materials, or large objects that parcel carriers will not accept.

1.13 Liability: All personal property placed on the premises shall be at the Owner's risk, and the Association shall not be responsible for any damage to such personal property from any cause, nor shall the Association be liable for any bodily damage. The Association shall not be responsible for articles left outside the Owner's unit.

1.14 Community Appearance: Please help maintain the cleanliness of our community by keeping your hallways clean and litter-free, properly disposing of trash in trash receptacles, and placing recyclables in recycling totes. No exterior shades, awnings, window guards or window air conditioning units shall be used. Draperies and/or blinds, visible from the exterior of the building, must be white or light neutral color. No other window covering can be visible from the outside of the building, including foil or plastics. Any other items visible from the exterior or any common area must be reasonable in nature.

No items of personal property (including bicycles) shall be stored in any public halls, stairwells, or landings.

Permanent or seasonal decorations must fit within the unit entryway. Nothing can protrude into the hallway.

In general, owners and residents are prohibited from posting flyers or any information in, on, or around the common element areas or surfaces visible from the common elements. A simple note in the entryway vestibule alerting guests to a gathering hosted by an Owner may be posted for a 24-hour period.

1.15 Community Life: Unit Owners and their guests shall not play or loiter in the public halls, stairwells, or landings. Friendly gatherings of Owners and their guests in the lobby, courtyard, and community room are welcome provided that such gatherings do not become loud, boisterous, rude, or disturb other owners. Owners and their guests shall maintain order in the buildings and on the grounds. Stereos, television sets, radios, and the use of any other musical instruments or devices shall be at a subdued volume, so as not to disturb other residents. Owners and their guests shall not make or permit to be made any disturbing noise in or about the premises, nor do anything that interferes with the rights, comfort, or convenience of other Owners. No residential unit Owner may engage in the practice of any commercial or retail business on the premises.

1.16 Community Room / Courtyard: Available to all Unit Owners at no charge. These common areas can be reserved through the property manager with a $50 security deposit paid in advance. The deposit will be returned within 10 days of the reserved date, provided there is no damage or theft of the premises or personal property. Please shut off lights to conserve electricity when not in use; and report temperature inconsistencies to the property manager. Please put refuse in the trash cans; clean equipment and appliances; and wash, dry, and put away the dishes. Place equipment and furniture in their original locations.

1.17 Amenity Policies and Hours: Amenities include the lobby, courtyard, grills, community room, exercise room, sauna, laundry room, and basement bicycle rack.

a. Hours of Use

   (1) Community room: 6am to 11pm daily.

   (2) Exercise room and sauna: 24 hours daily.

   (3) Courtyard and use of gas grills: 8am to 10pm daily.

(4) The Association reserves the right to alter these hours.

b. No pets are permitted in the amenity areas.

c. No person under the age of 18 is allowed in the amenity areas at any time unless accompanied and supervised by an adult.

d. All persons using the amenities do so at their own risk.

e. All persons using the sauna and exercise room do so at their own risk. The Association will not assume responsibility for injuries or accidents.

f. Laundry Facilities: Please clean the facility after use, including wiping up spills, emptying the lint trap, and shutting off the lights. As a courtesy to other residents, please do not leave laundry in the washing machine after the cycle ends.

g. Shopping carts are to be returned to designated places (either first floor loading dock or basement elevator vestibule) and not left in hallways or first floor elevator lobby.

h. Grills: Provided on a first come, first served basis. Grills are available, depending on weather as determined by our property manager, and should be out in the courtyard available for grilling season from April through November. Please clean up after each use by scraping the grate, disposing of all trash in the receptacles provided, and making sure the gas and light are turned off. Report issues to the property manager.

1.18 Extermination: Common area pest control is provided by the Association. Property management will regularly schedule this service with a designated pest control company and/or its agents.

1.19 Property Management Equipment: The equipment stored on-site at The Broadway by the property management company is for the property manager's use only. Equipment will not be loaned out for Owner or resident use. This equipment is maintained on-site for emergency repairs and must remain available for maintenance staff at all times.

1.20 Storage Lockers: The Association is not responsible for items stored in storage lockers. Storage lockers must be cleared out completely upon moving out. Item disposal is at the Owner's expense. Items must be stored in the storage locker itself, not in any common area in the storage room or elsewhere in the building. All common pipes and wires must remain accessible to the Association's maintenance and repair crews.

1.21 Roof Access: Access to the roof is prohibited, except to service professionals for the inspection and maintenance of air conditioning units. Such access is permitted only by appointment with the property manager and is subject to a $25 per hour fee, payable by the Unit Owner. Appointments require three business days' notice. In case of an emergency, please use the emergency maintenance phone number: 414-276-9500. The Unit Owner is responsible for the cost of emergency maintenance.

Emotional Support Animal Rules

2.01 Any Resident requiring an emotional support or service animal on the property must obtain prior written approval from the Association. The following documentation must be provided to the Association in advance of this approval, which may take up to three weeks to verify:

a. Documentation from a reliable professional diagnosing a disability protected by the Fair Housing Act and describing the disability-related need for the animal (i.e., the symptoms alleviated by the animal).

b. Proof of compliance with state and local licensing requirements. All animals must be licensed, and the record of a valid license must be kept on file with the Association at all times.

c. Proof of current distemper and rabies vaccinations from a licensed veterinarian. A record of up-to-date vaccinations must be kept on file with the Association at all times.

d. A signed acknowledgement of the Rules and Regulations related to allowed support and service animals, including a commitment to adhere to those Rules and Regulations.

2.02 All animals must be either crated or restricted on a leash no more than 6 feet in length by a person capable of controlling the animal whenever the animal is on the property and not in the Resident's unit.

2.03 The Resident, as well as the animal owner, is responsible and liable for any damage to property or injury caused by the animal.

2.04 Those responsible for the animal shall immediately clean up any excrement and shall carry an implement for pickup at all times when the animal is outside of the unit.

2.05 The animal shall not excessively bark or create any sort of nuisance to the neighboring Owners or Residents.

2.06 The animal shall only enter and exit the property on the north stairwell and the doors opening to the alley. The animal shall not use the elevators unless the owner suffers a physical impairment that would make it difficult to use the ~~s~~tairs.

2.07 Allowed animals are restricted to Resident units unless the animal is actively entering or exiting the building. When actively entering or exiting the building, the animal is only allowed in the common area hallways leading from the unit to the north stairwell and directly out the alley door unless the owner suffers a physical impairment that would make it difficult to use the stairs and in this case, the animal is only allowed in the common area hallways leading from the unit to the elevators and then the most direct route to the alley door. For the avoidance of doubt, allowed animals are prohibited in the Foyer, Courtyard, Community Room, Garage, and Exercise Room.

2.08 Violations of these rules will result in a fine up to $500 per each violation and each occurrence as defined in the fine schedule.

2.09 Allowed animals not classified as service animals by the Americans with Disabilities Act shall not wear service-animal vests.

Renting Rules

Renting your unit / lease provisions: A Unit Owner may not lease their unit for a term of less than one year. The Owner of a leased unit shall notify the Association of the tenant's name and telephone number(s) prior to the tenant's move-in date. All such leases shall be solely for residential use only.

3.01 In addition to complying with the provisions of the other Condominium Documents related to the leasing of Units, all agreements pursuant to which a Unit Owner shall lease his or her Unit, or any portion thereof, to a third party shall comply with the following:

a. Leases shall be in writing and shall be signed by all parties thereto;

b. Leases shall not be a term of less than one (1) year;

c. Leases shall contain the following acknowledgements:

(1) That prior to the execution of the lease, the Unit Owner has delivered to the tenant copies of all the Condominium Documents;

(2) That all tenants, joint and severally, agree to be bound by and comply with all the provisions of the Condominium Documents; and

(3) That all parties acknowledge and agree that the Association has the right to commence or require that the Unit Owner commence eviction proceedings against the tenant in accordance with Wisconsin law in the event tenant defaults under the terms of the lease agreement or fails to comply with the provisions of the Condominium Documents.

d. If a Unit Owner uses a lease inconsistent with the requirements of 3.01(a-c) to lease his or her Unit, the following requirements apply:

(1) Before the execution of the lease, said lease must be provided to the Board by the Unit Owner and said lease must be approved by the Board;

(2) The Unit Owner will be responsible for the cost of the Association attorney's review and potential revision of said lease. The Unit Owner will be assessed fees equal to those costs.

3.02 Any Unit Owner who plans to lease his or her Unit shall follow the following procedure when selecting a tenant:

a. Prior to executing a written lease with a prospective tenant, a Unit Owner shall conduct, at his or her sole expense, which may be passed on to the applicant as provided under Wisconsin law, a criminal background check and shall obtain a rental history. Unit Owner shall present written evidence of such screenings to the Board together with his or her Rental Notice (as defined herein).

b. Within five (5) days of executing a written lease with a tenant ("Tenant"), a Unit Owner shall submit a written notice ("Rental Notice") to the Board notifying them that such Unit Owner plans to rent his or her Unit, which shall include, without limitation, the following information:

(1) The names and current contact information for the Tenant(s), a list of all individuals who will occupy the leased Unit, and any other information reasonably requested by the property manager;

(2) A true and correct copy of the fully executed written lease between the Unit Owner and the Tenant; and

(3) Evidence of the screening required by 3.02(a) above.

3.03 Any Unit Owner who leases his or her Unit, or any portion thereof, shall be responsible for any violation or non-compliance of the Unit Owner's tenants with the Condominium Documents.

3.04 In addition to the assessments otherwise due from a Unit Owner, commencing during the month in which a tenant takes occupancy of a Unit pursuant to a lease agreement, the Unit Owner shall pay the Association an additional annual assessment in the amount of $100.

3.05 Any Unit Owner who fails to comply with any of the provisions of this Section will be subject to fines as

set forth in the Rules and Regulations until such time as the tenant vacates such Unit Owner's unit.

Move-In and Move-Out Rules

The following rules apply to all moves, either into or out of the building.

4.01 Moving date(s)/time(s) must be registered with the property manager at least 72 hours prior to the move to coordinate schedules. This will help prevent conflict or overcrowding in the elevators and/or alley entrance as well as allow property management to install elevator pads. A fine of not less than

$100 will be levied on an Owner/Resident who does not provide at least 72 hours' advance notice of a move.

4.02 A deposit of $250 must be submitted to management at least 48 hours prior to the move. The Unit Owner is responsible for contacting property management once the move is complete. An inspection of the common areas will occur within the next business day following that notification. Repair for any damages to the common areas as a result of the move will first be taken from this deposit. If the deposit does not cover the cost of the damages, the Unit Owner will be charged the overages. Any remaining deposit amount will be returned to the Unit Owner within 7 business days of the completed inspection.

4.03 The Unit Owner or a representative assigned by the Unit Owner must be present to admit movers.

4.04 The Unit Owner/Resident is responsible for all clean up required as a result of the move.

4.05 Moving trucks or other vehicles may not block the sidewalk or any driveways.

4.06 Boxes must be broken down and disposed of in the bins in the recycling rooms. Boxes may not be left on the floor of the recycling rooms nor in any other part of the common or limited common areas.

4.07 Owners/Residents are responsible for disposing any and all furniture, fixtures, equipment, carpeting or other large items. These items may not be placed in or near garbage chutes or dumpsters.

4.08 No common area doors shall be left open and unattended.

4.09 Failure to comply with sections 4.03 through 4.08 will result in a fine of not less than $50 per violation, compounded for repeated violations. These fines are in addition to any costs for damages recoverable by the Association.

4.10 The Association will arrange for separate trash and recycle bins at the Owner's expense for larger than normal amounts of debris. Trash room cleanup costs will result in a fine equal to the cost of cleanup.

Contractor Rules

5.01 Contractor Rules: All Owners are required to furnish these rules and regulations to all contractors quoting work in their units at The Broadway. Please make sure all contractors are aware of these rules prior to beginning work. Broadway Management must also provide a copy of these rules to all contractors performing work in any common areas.

5.02 Material Deliveries: Materials such as drywall, studs, new carpeting, tile or wood flooring, cabinets, lighting, etc. can be delivered to The Broadway between the hours of 8:00 a.m. and 6:00 p.m. This type of delivery must be scheduled with on-site management at least 48 hours in advance, so that pads can be placed in the east elevator prior to arrival. First floor residents who would not be using the elevator require a 24-hour advance notice. Please make sure all contractors use the back door to move items in or out of the building.

Contractor use of the front doors is NOT permissible at any time. Contractor(s) are allowed to park in the alley ONLY to actively load or unload, and they must use their hazard lights. When not actively loading or unloading materials, contractors must find alternate parking. Management is not responsible for finding or providing parking for any contractor(s).

5.03 Elevators: The East elevator may be used by contractors only between the hours of 8:00 a.m. and 6:00 p.m. and only for building materials of minimal size that fit in the elevator and do not exceed the elevator's weight capacity. Elevator pads must be installed by property management prior to contractor use. If needed, property management will supply an elevator key with a $250 deposit. If the materials do not fit in the East elevator, the contractor(s) must use the stairwell(s).

The East elevator has the following specifications: Capacity - 2500 lbs. Door opening is 42" wide. Interior dimensions - 81"L x 51"W x 88"H.

5.04 Building Protection: To prevent damage, all common areas (hallways, elevators, elevator landings, lobby, etc.) must be protected by using carpet runners, corner protectors, paint protectors, etc., especially when moving large objects through the common areas. These protective measures must be supplied by the contractor or provided by the Unit Owner.

5.05 System Tie-ins: Prior to any building tie-ins (i.e., HVAC piping, plumbing, sprinkler system, smoke detection), the Unit Owner must provide written notification ("System Tie-In Notice") to the property manager at least five (5) business days prior to commencement of work (except in an emergency). This notification must include the extent of the work, the contractor who will be performing the work, proof of contractor insurance, proof of city permit (if necessary), and an estimated completion date. Any other residents who may be affected by the work should also be notified.

5.06 Materials Used: It is the responsibility of the Unit Owner(s) and/or contractor(s) to make sure any odors are properly ventilated to the outside. This includes any odors from paints, varnishes, glues, strippers, stains, etc.

5.07 Carpet Cleaning Contractors: Carpet cleaning services may only utilize equipment that can be brought directly and completely into the building. Carpet cleaners that require hoses to be run down hallways, stairwells, or out windows to equipment outside of the building are not permitted.

5.08 Construction Material Removal: The general contractor(s) and/or subcontractor(s) must plan to transport any and all materials off-site. This includes all waste construction materials from any remodeling or construction projects. On-site trash containers in the basement may not be used for any construction debris at any time. They are for resident use only, and only for small trash items. No items (materials, tools, carpeting, trash, etc.) may be placed in a common area at any time. If a dumpster is necessary for larger jobs, it may not interfere with the

ingress or egress of the building, garage, or doorways. Dumpsters may not be placed on any sidewalk. All dumpster arrangements must meet the approval of property management and the City of Milwaukee.

Building Emergencies: The property manager must be notified of any building emergencies caused in conjunction with work being completed in a unit: (414) 276-9500. An answering service will assist for calls placed after Broadway office hours.

5.09 Clean Up: Contractor(s) are responsible for cleaning up after themselves. This includes picking up or vacuuming any and all debris or materials in the common area(s) that results from performing the contracted work. If debris and/or damage in the common areas is due to the negligence of a contractor(s), the Unit Owner who contracted the work is responsible for the replacement or repair of such damages. This includes any carpet

cleaning charges for common areas.

The Unit Owner(s) are responsible and liable for all damage to the common area(s) and adjoining units as a result of their contractor's negligence.

5.10 Conduct: Professional conduct is required at all times while on the premises. Loud music in any unit or common area is prohibited. It is the responsibility of the Unit Owner(s) and the contractor(s) to make sure that any noise associated with the contracted work is kept to a minimum. Unit Owners should make every effort to be home when work is underway.

5.11 Keys: Any building keys needed by a private contractor to complete their work must be obtained from the individual Unit Owner. Lost or stolen keys must be reported to property management immediately.

5.12 Work Hours: Work may only be performed between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday. Please be considerate of other Broadway residents.

5.13 No Smoking Policy: The Broadway Condominium Association does not allow contractors to smoke in any public or common areas of the building at any time, including the building's entryways, Community Room, Courtyard, or Basement.

5.14 Lunch and Breaks: Contractors may not use any public or common areas of the building or the adjoining exterior of the building, such as the entryways, Community Room, or Courtyard for lunch or breaks. It is recommended that breaks and lunches be taken within the construction space/unit (if applicable) or offsite.

Communication

6.01 Residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other condominium members, residents, guests, occupants, invitees; or, directed at management, its agents, its employees, or vendors.

6.02 Harassing behavior will include any unwelcome contact, and excessive contact (email, texts, phone calls, mail, or visits to a home or place of service) to management, its agents, its employees, or vendors, the Board, or other Broadway residents.

6.03 Excessive is defined as more than one (1) contact; either email, text, phone call, mail, or visit to place of service, per week about the same subject or concern.

6.04 If a question has been asked and answered by the Board or Property Management company and is still being asked, that will be construed as excessive.

6.05 If a Unit Owner has more than one concern, they should be addressed in one communication. Those concerns may be acted on individually or as a group by the Board or management company, dependent upon the concerns or situations. The Unit Owner will be notified by the Board or management company what determination was made about their concern by email, if possible, or mail.

6.06 In addition, no Unit Owner may interfere with any contracted vendor performing work at the direction of the Board or the Management Company. That will be deemed as harassment and may be subject to possible fines.

Attorney Fees

7.01 The Board may 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.

7.02 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.**

Grievance Procedure

8.01 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 timely demand is made, the matter shall be submitted to the Grievance Committee.

8.02 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.

8.03 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. In the event that an *ad hoc* committee must be formed, the board has 45 days to appoint and assemble the members of the committee.

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

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

8.06 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.

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

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

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

3. The members 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;

4. 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.