the BROADWAY

5/1/2024

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

Amendment:

1. Section 1.09 Pets has been updated to include the rules pertaining to owning dogs while living in The Broadway Condominiums.

Thank you,
The Board of Directors

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Previous Rule

1.09 Pets: No Dogs 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.

New Rule: Effective 5/1/2024

1.09 Pets: No pet, exotic pets, livestock, or poultry of any kind shall be raised, kept, or bred. Owners may have: Two dogs, or One dog and one cat, or two cats, or Caged birds or contained fish.

a. Pets are permitted in the Owner's unit only.
   (1) Pets are not allowed in common areas including (but not limited to) the: lobby, courtyard, community room, fitness center and manager's office.
   (2) Pets are permitted to use the elevator
   (3) When Owners transport pets including while using the elevator, they must be properly contained, carried, and/or remain on a leash.
   (4) Dogs must only use the back alley entrances for entry and exit to the building.

b. Owners must register & tag their dogs with designated association tag within 14 days of occupying The Broadway Condominiums. If an owner is discovered to have housed a dog without registration or tag, they will be subject to an initial fine of $100 and subsequent daily fines of $10 until the registration documents are provided.

c. Nonrefundable fee of $100 per dog is required to pay for any future potential damage pet could cause, including expense for cleanup of pet waste.

d. Additional monthly assessment: The total monthly assessment for dog owner's will be increased by $20/month. Monthly increases will not be charged if the pet is a support or an assistance pet, however owners will still be liable for any damage the pet may cause.

e. Weight limit: All dogs must weigh less than 100lbs. Evidence of weight must be provided at registration.

f. Dogs must adhere to breed restrictions and be approved by the Board of Directors prior to them joining the community. If breed of dog is questioned, verification by veterinarian is required for approval. A recent photo of the dog must be submitted along with registration.

g. Owners must provide evidence of up-to-date annual vaccination records for dogs/cats including rabies.

h. Restricted Breeds: As specific breeds of dogs (as listed) are deemed dangerous per the City of Milwaukee section 780-23 and 78-22 as: Any pet which, when unprovoked bites or inflicts bodily harm on a person, domestic pet, or animal on public or private property can be declared dangerous and must be removed from the premises immediately. Any pet which chases or approaches a person in a menacing fashion or apparent attitude of attack without

provocation upon the streets, sidewalks, or any public grounds or on private property without the permission of the owner or person in lawful control of the property can be declared dangerous. An animal (regardless of breed) with a known propensity, tendency, or disposition to attack, to cause injury to, or otherwise threaten the safety of humans or other domestic pets or animals can be declared dangerous and must be removed permanently from the premises.

(1) The following breeds are restricted from the building and any Owner or renter may not own or keep such breeds or partial breeds on the premises: Rottweiler, Pitt bull, Chow, Akita, Doberman, German Shephard, Great Dane, Staffordshire Bull Terrier, Mastiff, Wolf, or any derivative mix breeds.

i. Prohibited activities. The following activities are a non-exclusive list of prohibited activities involving pets which are deemed to create a nuisance or interference with the mutual covenant which each homeowner has between the other for quiet enjoyment on the premises:
   (1) Loud noises
   (2) Failure to remove pet waste immediately from the common areas in close proximity to the building.
   (3) Allowing pet smell to be discernable outside of the units,
   (4) Leashing a pet to a stationary object in the common elements,
   (5) Failure to comply with municipal ordinances or county or state laws with respect to inoculation,
   (6) Leaving a pet unattended for a period of time which causes the pet harm,
   (7) No unit owner shall allow any family pet to use the courtyard, lobby, community room, fitness facility, front entrance sidewalk or other common areas for defecation and/or urination.
   (8) Any fecal matter to be disposed of at The Broadway Condominiums must be disposed of by wrapping and placing into an approved waste container situated in the owner's unit or the large garbage dumpsters, no common area garbage including but not limited to the lobby, courtyard, garage, or fitness center.

j. Renters can have dogs if their fully executed lease indicates they are allowed.
   (1) Renters must register their dogs per the registration procedure and be included in the community directory.
   (2) Renters must ensure their dog has evidence of required vaccinations and complies with the designated breed and weight restrictions.

k. All dogs must be approved by the board Prior to signing the Lease agreement.

l. Removal of pet
   (1) In some circumstances, we may allow an animal control officer or humane society representative to enter the dwelling unit and remove the pet if, in our sole judgement, you have:
      a. Abandoned the pet.
      b. Left the pet in the dwelling unit for an extended period of time without food or water; or

c. Failed to care for a sick pet.

If you have violated our pet rules or let the pet defecate or urinate where it's not supposed to, you may be subject to judicial eviction procedures pursuant to Chapter 799 of the Wisconsin Statutes, and other remedies under the Lease Contract.

(2) Milwaukee County, its representatives, agents, or independent contractors or other government officials are authorized to enter the unit and to enforce any applicable ordinance, rules, and regulations with respect of the pets.

m. If any pet is causing or creating a nuisance as defined above or is an unreasonable disturbance or noise or is dangerous, unit owners may file a grievance. Under the grievance process, fines may be levied against violators in accordance with the fine schedule.

n. Dogs owners shall use common courtesy when entering/exiting elevators being mindful of crowded spaces and residents who are physically uncomfortable with the presence of dogs.

o. Through the grievance process, the Board of Directors may levy (by majority vote of the Board) reasonable fees against the unit owners for violations of this policy. Each day a violation continues after notice is given to the unit owner is a separate violation and may have separate fees applied for each violation.

p. Owner is fully and financially responsible for pet behavior at all times. The Broadway condo association has no liability for pets.

q. Liability

(1) Liability not limited. The additional monthly rent and additional nonrefundable fee charged under (**1.09c and 1.09d**) do not limit owners' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries, and the additional monthly rent will not be applied to any damages that arise as the result of the dog(s).

(2) Any unit owner or renter who keeps or maintains any pet within any portion of the unit, shall be deemed to have indemnified and agreed to hold harmless The Broadway Condominiums, the Association, each unit homeowner, the Board of Directors, and the managing agent from any loss, claim, or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the unit.

(3) You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the pet including, but not limited to, all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items canoe be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

(4) As owner of the pet, you're strictly liable for the entire amount of any injury that the pet causes to a person or anyone's property. Nothing in this paragraph is intended to relieve the Owner from claims of property damage or personal injury caused by negligent acts or omissions of the Owner.