



**RULES & REGULATIONS
FIRST PLACE CONDOMINIUM
OWNERS' ASSOCIATION, INC.**

*Approved by POR Residential Committee and
POR Board on 7/18/2013*

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I. INTRODUCTION

The Board and Association would like to welcome you to FIRST PLACE CONDOMINIUM OWNERS' ASSOCIATION, INC. (the "Association"). 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 the day-to-day use of the property have been adopted by the Board of Directors of the Association (the "Board"). All residents are subject to all provisions of the Condominium Declaration, Articles of Incorporation of FIRST PLACE CONDOMINIUM OWNERS' ASSOCIATION, INC., Bylaws, and these Rules and Regulations. At times, these documents or actions taken by the Board might not be in direct accord with actions that a Unit 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. Obviously, all local ordinances, state and federal laws apply to Unit Owners and Residents. It is essential for all Unit Owners and Residents to demonstrate an attitude of courtesy, responsibility and community involvement.

Unit Owners pay a monthly assessment to cover the expense of major functions that are performed for the benefit of all Unit Owners and Residents. The fee includes such things as snow removal, hot water, exterior building maintenance, maintenance and professional Association services. Whenever volunteers do work, the Association and Residents save money. The Association 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.

II. CONDOMINIUM DOCUMENTS

Each Unit Owner should have received a copy of the Condominium documents from, as applicable, the Association or a previous Unit Owner. Copies of these documents may be found on the web site established for use by Unit Owners.

III. DEFINITIONS

All capitalized terms, unless otherwise defined herein, have the meanings ascribed to such terms in the Declaration of Condominium and the Bylaws of the Association. The following are defined terms for the purposes of these Rules and Regulations:

- A. “Unit Owner” means both a “Commercial Unit Owner” and “Residential Unit Owner” as defined in the Declaration of Condominium.
- B. “Resident” means any person residing in a Residential Unit other than a Residential Unit Owner. This includes non-Unit Owner family members, guests and tenants leasing a Residential Unit.
- C. “Parking Unit” means both a “Residential Parking Unit” and a “Commercial Parking Unit” as defined in the Declaration of Condominium.
- D. “Adult” means any person age eighteen or over.

IV. RULES AND REGULATIONS

A. Vehicles, Parking, Towing, Garage

1. All Unit Owners and Residents must register their vehicles with Association within fourteen (14) days of establishing residency or replacing or adding a vehicle. Registration of vehicles is to ensure that the rights to parking spaces are protected. Unit Owners and Residents must provide the following information: Unit Owner or Resident names, telephone number(s), license plate numbers and Parking Unit numbers.
2. Unit Owners and Residents performing vehicle maintenance in a Parking Unit must clear and clean the area after performing such work, including absorbing and properly disposing of any oil, grease, and any and all other debris. Unit Owners and Residents performing any sawing, cutting, painting or similar activities in a Parking Unit shall do so in a manner to avoid noxious fumes and clean up the Parking Unit and remove all debris each time a Parking Unit is used for such purposes.
3. The use of moving or delivery vans on the Condominium property and adjoining city streets shall be in a manner so as not to impede the lawful and

smooth flow of traffic. Any person making deliveries on the behalf of a Unit Owner or Resident that requires use of elevators, parking structure or adjoining city streets for more than 30 minutes for delivery of goods, furniture or other such items shall so inform the Concierge upon arrival.

4. The maximum speed limit on Condominium property is 10 miles per hour.
5. The Association may tow or transport to a storage facility any vehicle parked in a Parking Unit where the vehicle does not belong to the Unit Owner to whom the Parking Unit is deeded and the vehicle is parked in the Parking Unit without the Unit Owner's consent or permission. Any vehicle may be towed if it is parked in an area not designated for parking or exceeds the posted time limit for parking in a designated loading zone. The towing and storage charges shall be paid by the owner of the offending vehicle before said vehicle is released by the towing company. If the offending vehicle belongs to a Unit Owner, or tenant, guest, contractor or employee of a Unit Owner any unpaid towing charges and storage expenses incurred by the Association shall constitute an assessment or charge against the Unit owned by the Unit Owner.
6. No vehicle belonging to a Unit Owner, Resident, guest, contractor 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.
7. All Residents shall give notice to the Concierge of any guest or contractor who will be using the Unit Owner or Resident's Parking Unit for any period of time. The notice shall include the name of the vehicle owner, the license plate number and a telephone number for the vehicle owner. The guest or contractor may also provide this information to the Concierge upon arrival but ultimate responsibility for this notice is with the Resident.
8. Closure of garage doors upon entering and exiting; rights of way.
 - a. Upon entering or exiting the garage a driver must immediately close the garage door. This will be enforced through video surveillance. Upon entering or exiting, stop the vehicle, press the garage door remote control, and ensure the door is closed before driving on.
 - b. If two vehicles are exiting at the same time it is permissible to allow a following vehicle to exit without first closing the garage door. It is the responsibility of the last vehicle to close the door behind them.
 - c. Drivers following another vehicle into the garage should not crowd the lead vehicle. Allow that vehicle to enter the garage and activate closure of the garage door. The driver of the following vehicle may then press its garage door remote control to stop the door from closing and activate

reopening of the garage door. The driver of the following vehicle must close the door immediately upon entering the garage.

- d. When vehicles are entering and exiting the garage at the same time, the exiting vehicle has the right of way.
9. The Association has the garage floors cleaned on a periodic basis to maintain and preserve the Condominium. Owners and Residents are required to move their vehicles from their Parking Unit upon notice provided by the Association. Failure to remove a vehicle that results in a Parking Unit not being cleaned may result in a fine per Section VI. as well as the cost of subsequent cleaning being assessed against the Unit associated with the Parking Unit in question.

B. Animals/Pets

1. The maintenance, keeping, boarding and/or raising of livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Residential Unit or upon the Common Elements. Three orderly domestic pets may be kept without the approval of the Residential Committee. However, the number of dogs in any Unit shall not exceed two in number. Any Unit Owner or Resident who has more than the permitted number of pets in their Unit on the date this Rule becomes effective may apply to the Residential Committee for an exemption from this restriction. Such request shall be made within thirty days of the effective date of this Rule. Exemption from this rule regarding the number of pets is within the sole discretion of the Residential Committee which discretion shall not be unreasonably withheld. Any exemption so granted applies only to those pets then in possession of the Owner or Resident at the time the exemption is granted. The request for exemption under this Rule must be accompanied by a one-time fine of \$200.00 for violation of the previous Rule limiting dogs to no more than two and pets to no more than three. Failure to apply for the exemption subjects the Unit Owner or Resident to enforcement of this Rule.
2. As provided in Rule IV.B.6, all such pets shall be registered with the Association and, in connection with such registration, the Board may request evidence that the pets have had all required shots and are being kept and raised in compliance with applicable laws.
3. Without limitation, Rottweiler, pit bulls and any derivative species shall not be allowed within the Condominium under any circumstances and all pets and/or domestic animals at any time situated within the Condominium shall be subject to any limitations or restrictions contained in any applicable federal, state or local laws or ordinances. The City of Milwaukee, Milwaukee County, their

representatives, agents or independent contractors are authorized to enter onto the Condominium and enforce any applicable ordinances and regulations with respect to animals promulgated by said City or County.

4. Any Unit Owner or Resident whose pet is causing or creating a nuisance or unreasonable disturbance or noise shall cause the pet to stop causing the unreasonable disturbance or noise within three (3) days' written notice from the Board. If a Unit Owner or Resident is given three notices with respect to a pet over a period of time, then, upon the third such written notice, the Board may require that the pet be permanently removed from the Condominium without any further right of the Unit Owner or Resident to cure the pet's behavior.
5. Pets shall not be permitted upon the Common Elements unless accompanied by a responsible person and unless such person immediately cleans up completely after any such pet. **NO PETS ARE PERMITTED AT ANY TIME IN THE 6TH FLOOR THEATER ROOM, SOCIAL NETWORKING ROOM, WELLNESS CENTER OR BOARD ROOM.** All pets shall be registered and inoculated as required by law. All Unit Owners or Residents with pets shall take all reasonable actions to prevent said pet(s) from being a danger, nuisance or annoyance to any Unit Owner, Resident, guests or invitees of any Unit Owner or Resident. Any Unit Owner or Resident who keeps or maintains a pet upon any portion of the Condominium or whose family, guest, employee, invitees or tenants bring any animal upon the Condominium Property shall be responsible for and shall be deemed to have indemnified and agreed to hold harmless the Association, each Unit Owner, Resident, the Board and the Managing Agent from and against any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium.
6. Owners of dogs or cats must register the pet with the Association. Such registration must include:
 - a. Type and name of pet(s)
 - b. Address of Unit where pet(s) is (are) maintained
 - c. Name(s) of resident(s) owning pet(s)
7. The Unit Owner or Resident, as well as the pet owner, is responsible and liable for any damage to property or injury caused by a pet.
8. All pets outside the confines of the Unit shall be restricted on a leash at all times by a person capable of controlling the animal.

9. Pet owners shall immediately clean up any excrement and shall carry an implement for pickup at all times when walking their pets. No pet owner will allow their pet to eliminate in any flower beds or plantings on the Condominium Property. Pet owners are responsible for any damage caused by their pet within the building or on the grounds. No cat waste or litter shall be disposed of through the trash chutes. Bagged cat litter must be carried down to the trash room on the first floor.
10. Pet owners may not permit their pet at any time to defecate or urinate on Limited Common Elements appurtenant to a Unit, i.e., balconies and terraces. Pet owners are not permitted to have “dog pee pads” (also known as pee trays, training pads, potty pads, piddle pads) on the balconies or terraces appurtenant to a Unit. Violation of this rule is subject to enforcement under Section VI.

C. Noise Levels

No Unit Owner or Resident shall make or permit any disturbing noises or activity in the Condominium, or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Unit Owners or Residents of the Condominium. No Unit Owner or Resident shall play or suffer to be played any musical instrument, or practice or suffer to be practiced vocal music, or operate or permit to be operated a phonograph or radio or television set or other loud speaker in such Unit Owner’s or Resident’s Unit between 9:00 P.M. (Milwaukee City Ordinance Code 80-64-67) and the following 7:00 AM., if the same shall disturb or annoy other occupants of the Building, unless the same shall have the prior written consent of the Board. 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 AM. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency or unless such work is performed by the Association.

D. Keys

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

To make a copy of a unit entry key, request a key blank from the concierge. The cost of the key blank is prevailing and will be whatever the “at cost” value of the key is. The key blank must be paid for by check only at the time it is obtained. Cash is not accepted. The new key copy must be stamped “Do Not Copy”. Proof of residence may be required before the key cutter will make a copy.

E. Unit Owners and Residents

If a Unit Owner or Resident is locked out of their Unit, they may request the concierge assist them with entry per the approved front desk policy.

All guests of Unit Owners or Residents must register at the front desk unless accompanied by an Owner or Resident.

F. Service and Delivery Persons

All service and delivery persons shall check in at the front desk upon arrival between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday. All packages will be kept in the package room in the lobby where such packages will be held for pick-up by Unit Owners and Residents. In the case of packages containing perishable food items, service or delivery persons who have signed the front desk guest log will be permitted to make deliveries directly to individual Residential Units after such service or delivery persons have received approval for such delivery from the Residential Unit Owner.

G. Use of Common and Limited Common Elements

1. 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. 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.
 - c. Use or storage of recreational equipment is prohibited in Common Elements except that same may be stored in a Parking Unit.
 - d. The garage common elements, sidewalks, entrances, passages, 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 Commercial Units (provided however that such obstruction does not inconvenience any other Unit Owners or Residents).
 - e. No article (including, but not limited to, garbage cans, bottles or garbage bags) shall be placed in any of the passages, public halls, elevators, vestibules, corridors, stairways or fire tower landings of the Condominium, nor shall any fire exit thereof be obstructed in any manner.

Nothing shall be hung or shaken from any balconies, railings, doors, windows or roofs of the Condominium.

- f. Unit Owners, Residents and their guests shall not play in the entrances, passages, public halls, elevators, vestibules, corridors or stairways of the Condominium.
- g. No common hall or elevator vestibule of the Building shall be decorated or furnished by any Unit Owner or Resident in any manner.
- h. Except as permitted under the Declaration and By-Laws, Unit Owners, Residents, their families, guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.
- i. 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.
- j. Post-construction exterior wall penetrations such as additional electrical outlets, junction boxes, and the hanging of related equipment to serve balconies or terraces are prohibited without the review and preapproval of the Board.
- k. The 6th Floor Theater Room and 6th Floor Social Networking Room (“the Rooms”) are Common Elements. Owners and Residents wishing to use said Rooms must sign up for use of the Room at the Concierge Desk. **USE OF THE ROOMS IS BY RESERVATION ONLY.** Access to the Rooms will be by a special Key FOB obtained from the Concierge Desk. At least one Owner or Resident must complete and sign the proper form for use of the Room(s) and indicate the date and times of usage. The following terms and conditions apply to the use of the Room(s).
 - (i) Owners, Residents and their guests shall at all times be considerate of neighbors and residents. Doors to the Rooms shall be kept closed at all times as a courtesy to neighbors and residents living on the 6th Floor.
 - (ii) There shall be no loud music or excessive noise after 9:00 p.m. while using the Rooms, the 6th Floor hallways, or 6th Floor restrooms.
 - (iii) The Owner or Resident using the Rooms is responsible for any damage to any equipment, fixtures or appliances in the Rooms. If any of these items is in a damaged condition when the Owner or Resident commences use of the Rooms, the Concierge must be notified immediately. The cost of any repairs to the equipment, fixtures or appliances will be charged to the Owner and assessed against the Owner’s Unit.

- (iv) No person under the age of sixteen is allowed in the Social Networking and Theater Rooms or the Wellness Center without Adult supervision.
 - (v) The Rooms are to be left in a clean condition when the Owner or Resident is done. The Rooms are to be vacated and cleaned by no later than the end time set forth in subsection (xii) below. If any cleaning is performed by the Association after use by the Owner or Resident, the Owner or Resident will be charged the actual cost of cleaning, but in no event less than \$50.00, as a cleaning fee. This charge may be assessed against the Owner's Unit.
 - (vi) If the Rooms are used by a Resident leasing or occupying a Unit from a Residential Unit Owner, any charges that may be incurred as a result of use of the Rooms will also be charged to that Owner and assessed against that Owner's Unit.
 - (vii.) **NO PETS ARE PERMITTED AT ANY TIME IN THE 6TH FLOOR THEATER ROOM, SOCIAL NETWORKING ROOM, WELLNESS CENTER OR BOARD ROOM.**
 - (viii) The Theater and Social Networking Rooms must be vacated, cleaned and restored to the same condition as when use of the rooms commenced. This must be completed no later than 2:00 a.m.
 - (ix) There is NO SMOKING permitted in the Rooms.
 - (x) When the Rooms are in use by an Owner or Resident who has reserved the Rooms no entry or use of the Rooms is permitted by any other person who is not connected with or a guest of the Owner or Resident who reserved the Rooms.
 - (xi) When the Rooms are in use by an Owner or Resident who has reserved the use of the Rooms, the "RESERVED" sign must be displayed on the door of the Rooms.
2. The following rules shall apply with respect to Limited Common Elements:
- a. Each Unit Owner or Resident shall keep his or her Unit and any Limited Common Elements appurtenant thereto (including the surface of any balcony or terrace 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 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 or terrace shall be within the sole but reasonable discretion of the applicable Committee or the Board. No objects or structures, other than movable patio furniture or decorative pieces,

plantings per Rule IV. G. 2. b., or gas grills shall be placed thereon without the prior written consent of the applicable Committee or Board. Every Unit Owner or Resident shall have the right to decorate the Residential Limited Common Element or Commercial Limited Common Element appurtenant to his/her Unit in an unobtrusive, non-structural manner. NO OPEN FLAMES OF ANY TYPE are allowed on the Limited Common Elements other than gas or other grills which meet the requirements of these Rules and candles, tea candles or similar PROVIDED that the flame is contained within a glass or other non-flammable vessel.

- b. Minor plantings in containers may be made by a Unit Owner on the terrace or balcony appurtenant to such Unit.
- c. Residents are prohibited from storing bicycles in the Common Elements, outside Units, or on balconies or terraces. Bicycles must be stored in a storage locker, Parking Unit or in the Owner's or Resident's Unit.
- d. Hanging or shaking out items such as wash, clothing, other apparel or rugs on balconies or terraces is prohibited.
- e. Major alterations, such as the installation of awnings, sunshades, canopies, or screens are prohibited without the prior written consent of the applicable Committee or the Board.
- f. Visible appliances and items other than movable patio furniture and gas grills on balconies or terraces are prohibited.
- g. Appropriate seasonal decorations may be placed on Unit entry doors.
- h. All lighting, regardless of power source, attached in any manner to any exterior Limited Common Element such as balconies or terraces or rails thereof that is not part of original building fixtures or equipment must satisfy City of Milwaukee and State of Wisconsin ordinances and regulations and be reviewed for suitability and safety and code compliance. In addition, except as provided in this rule, all lighting attached in any manner to a Limited Common Element must be reviewed and approved for suitability, appearance and safety by the Safety and Design Committee ("SDC") or any successor committee created by the Board.
 - (i) The following lighting and electrical equipment is prohibited:
 - [a] Ungrounded, temporary wiring in the form of extension cords and other interior rated wiring connected to any light sources and or any other electrical equipment.

- [b] Any lighting or electrical equipment attached to soffits (the underside of balconies above).
 - [c] Balcony or terrace lighting is prohibited if it produces a glare or spill source to neighbors and is not shielded from their view.
- (ii) The following lighting that is otherwise in compliance with this Rule will be permitted without the preapproval of the SDC but will be subject to review of the SDC as to suitability, appearance and safety:
- [a] Lighting that is connected to exterior grounded outlets such as floor or table lamps that are rated for exterior use and/or exterior grade decorative (low voltage) light strings on or attached to balconies, terraces or rails thereof (but not soffits) that do not extend below the balcony floor.
 - [b] Holiday or seasonal lighting that meets the above standards, limited to twenty (20) consecutive calendar days before and after a recognized holiday or holiday season.
- (iii) The installation or attachment in any manner of speakers, televisions, and other electronic equipment on or to balconies, terraces or rails thereof must be pre-approved or inspected for safety and code compliance, at the requester's expense, and its nuisance potential, and be reviewed and preapproved by the SDC taking into consideration the suitability, appearance, safety and nuisance potential of the equipment under review.
- (iv) Any Unit Owner who disagrees with a decision of the SDC under this rule may appeal the decision to the Board or applicable Committee of the Board under the procedures in Rule VI.D. within five (5) business days of the SDC decision.
- i. No window guards or window decorations shall be used in or about any Residential Unit, unless otherwise required by law, without the pre-approval in writing of the Residential Committee, which approval shall not be unreasonably withheld or delayed.
 - j. Except as provided by Wis. Stat. § 703.105 and these Rules as they pertain to political signs, no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any Unit entrance door, window, balcony door, terrace door or other part of the Residential Section except such as are permitted pursuant to the Declaration or the Bylaws or as have been approved in writing by the Residential Committee, nor shall anything be projected from any door or window of the Residential Section without similar approval.
 - k. Residential and/or Commercial Limited Common Element plantings shall be limited to live plants and flowers and silk flowers.

1. Display of Flag(s) and Political Signs.
 - (i) A Unit Owner may display up to two (2) flags or banners in any combination on the terrace or balcony adjacent to the Owner's Unit. Example: an Owner could fly the US flag and the State flag, or the US flag and a seasonal sports banner (e.g.: Packers, Badgers, etc.).
 - (ii) Flags and banners shall not exceed a dimension of three feet by five feet and flag poles shall not exceed six feet in length. A flag or banner must be in good condition and may not contain any offensive logo, writing or image. The determination of what constitutes an offensive logo, writing or image is in the exclusive discretion of the applicable Committee or the Board. No flag pole mount may be affixed to the Common Elements, such as walls of the Condominium Building. Flag pole mounts may be affixed to a balcony or terrace provided that there is no permanent alteration to the Limited Common Element. A flag or banner displayed from a balcony shall not extend below an imaginary line extending out from the usable horizontal surface of the Unit Owner's balcony. Flags and banners are to be displayed only from that side of the balcony or terrace that is parallel to the face of the building.
 - (iii) An Owner may display on the balcony or terrace adjacent to the Owner's Unit or on the inside surface of the windows of the Owner's Unit up to three signs supporting or opposing a candidate for political office or supporting or opposing a referendum issue. The total number of signs displayed shall in no event exceed three. Any political sign displayed on a balcony shall not extend below an imaginary line extending out from the usable horizontal surface of the Unit Owner's balcony and beyond an imaginary surface extending vertically from the horizontal surface of the balcony. Political signs may be displayed from the side of the balcony or terrace that is parallel to the face of the building and from the side of the balcony that is perpendicular to the building. Political signs shall not exceed 24 inches by 18 inches in size. Political signs must be removed within five (5) business days after the applicable vote/election.
 - (iv) The visibility of a flag, banner or political sign shall not be grounds for a complaint by any Unit Owner unless the flag, banner or political sign does not conform to these rules.
3. Nothing shall be done or kept in any Unit or in the General or Limited Common Elements which will increase the rate of 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.

H. Trash, Recycling and Waste

1. Definitions that apply to this section.
 - a. “Recyclables” are clean paper or mail, glass, newspaper or advertising flyers, phone books, magazines and catalogs, flattened cardboard or corrugated boxes, paper food boxes (liner removed), frozen food boxes, milk and juice cartons, plastic bottles and jugs (no caps or lids), aluminum cans, tinned or steel cans and clean ferrous metal.
 - b. “Trash” is food or soiled paper and boxes, Styrofoam containers or pellets, plastic takeout food containers, plastic cups, plates and utensils, paper towels, plates and napkins, car parts, light bulbs, toxic containers, garden or seasonal waste, and ceramic, other glass, mirrors and dishes.
 - c. “Bulk Waste and Contractor Waste” means furniture, appliances, television sets, computers, carpet rolls, drywall, debris from construction or remodeling and the like.
2. Recyclables shall be taken to the recycling dumpsters on the first floor of the Building. Recyclables may not be placed in trash dumpsters or sent down trash chutes. All cardboard and corrugated boxes are to be broken down flat.
3. Trash is to be bagged and securely tied and may be disposed of using the trash chutes in the trash rooms on each floor. Trash over 10 pounds is to be hand carried to the trash rooms on the first floor in order to prevent damage to the trash chutes. **THE TRASH CHUTES SHALL NOT BE USED FOR CAT WASTE AND LITTER. IT MUST BE SEPARATELY BAGGED AND SECURELY TIED AND CARRIED TO THE TRASH ROOMS ON THE FIRST FLOOR.**
4. Bulk Waste and Contractor Waste disposal is the responsibility of Owners, Residents and contractors and must be removed from the Condominium Property and properly disposed of at their own expense. Bulk Waste and Contractor Waste shall not be stored anywhere on the Common Elements or in any Parking Unit. Bulk Waste disposal includes Christmas trees which may not be left in trash rooms, placed in dumpsters or sent down trash chutes but shall be disposed of by Owners and Residents at their own expense.

I. Maintenance, Repairs and Replacements

See Declaration of Condominium of First Place Condominiums Sections 7.5(c), 6.1.1(v)-(vi) and 6.1.3(v)-(vi).

J. Signs

No Unit Owner shall display, hang, store or use any sign outside his Unit, without prior written permission of the Board or the applicable Committee of the Board. This rule does not apply to political signs as provided in Rules Section IV.G.2. 1.

K. Window Dressings, Decorations and Satellite Dishes

1. No Unit Owner or Resident shall display, hang or store any clothing, sheets, blankets, laundry or other articles inside his/her Unit which may be visible from outside his/her Unit (other than draperies, curtains or shades of a customary nature and appearance).
2. Satellite dishes may not be installed on any of the General Common Elements (e.g., exterior walls of the building) or Limited Common Elements (e.g., balconies and terraces).
3. Holiday decorations are permitted for twenty (20) consecutive calendar days before and after a recognized holiday or holiday season. See also Rule IV. G. 2. h. related to holiday or seasonal lighting.

L. Rummage Sales

Rummage sales, estate sales or similar activities are not permitted on the Condominium Property.

M. Landscaping

No Owner or Resident shall pick any flowers, shrubs, bushes or trees anywhere on the Common Elements. This Rule does not apply to any actions by members of an committee created by the Residential Committee, Commercial Committee or the Board devoted to landscaping and grounds maintenance.

N. Home Occupations in Residential Units

1. Permitted home occupations in Residential Units are any business or occupation carried on by a person residing within the Residential Unit which is incidental and secondary to the use of the Residential Unit for dwelling purposes, and does not occupy more than one fourth of the floor area of the Residential Unit.

2. Use of a Residential Unit for a home occupation is subject to the following limitations:
 - a. No signs, display or activity is permitted that will indicate from the exterior of the Building that the Residential Unit is being used, in part, for any purpose other than that of a dwelling.
 - b. 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 or similar mail service.
 - c. There is no person other than one additional Resident of the Unit employed or otherwise engaged in the home occupation.
 - d. All activity, including storage, is conducted completely within the Residential Unit.
 - e. No special structural alterations, construction features or installation of special equipment is permitted on any Residential Unit or the Building without the prior written consent of the applicable Committee of the Board.
 - f. There is no perceptible noise, odor, smoke, electrical interference or vibration emanating from the Residential Unit.
 - g. There is no more than one customer or client in the Residential Unit at the same time.
 - h. There is no public activity for the occupation between the hours of 10:00 p.m. and 8:00 a.m.

O. Safety Provisions

1. All required smoke detectors and carbon monoxide detectors are the responsibility of the Unit Owner and shall comply with the provisions of state law and must be fully functional at all times.
2. When residents cook on the terrace or balcony, it is their responsibility to have a U.L. approved ABC Dry Chemical fire extinguisher no smaller than 2.5 lbs. readily available and to control the flames so as not to create a fire hazard.
3. The storing and use of any receptacle containing combustible gases including, but not limited to gasoline or white gas, or propane containers larger than 2.5 pounds, is prohibited within the Building, including the garage (all levels) and on any balcony. Owners or Residents of any ground level Unit with a terrace that has a concrete base may use and store receptacles up to twenty (20) pounds, on the terrace at a minimum five (5) feet distance from the

Building. Receptacles must not exceed any posted certified expiration dates. Expired receptacles may not be stored on any part of the Condominium Property. All pressurized gas cylinders shall be properly secured to prevent them from falling.

4. Exceptions to this Rule include any receptacle (tank or device) attached to equipment using an internal combustion engine as a power source including, but not limited to cars, trucks, motor cycles, forklifts, and lawn mowers, as long as the receptacle/tank is properly maintained, uses original manufacturing specifications, and the equipment is stored or operated in the garage.
5. Use of charcoal for grilling on the Condominium Property is only authorized for use at ground level, on a concrete base and at a minimum ten (10) feet distance from the Building's exterior walls. Use of charcoal as a fuel is strictly prohibited within the Building and on balconies.
6. No resident shall keep in any Unit or on the Condominium Property any combustible substance except for normal household use as designated by manufacturer.

P. Solicitation

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

Q. Liability

Unit Owners are responsible for the actions and conduct of their guests, tenants and tenants' guests.

R. Nuisances

1. Declaration of Purpose. The Board of the Condominium finds that nuisances from time to time exist in the Condominium in connection with certain Units and the use of Units in violation of health, safety and general welfare of the Condominium, all of which interferes with the interest of the Owners and Residents in the quality of life and total community environment and property values. The Board further finds that the continued occurrence of such activities is detrimental to the health, safety and welfare of the Owners, Residents and the Condominium. It is the purpose of the Board to create one standardized procedure for securing remedies relating to the subject matter encompassed by this Rule, without prejudice to the use of procedures available under other Rules or subsequently enacted Rules and to strengthen existing Rules on the subject.

2. Nuisances Prohibited. No Owner or Resident shall cause, continue, maintain or permit any nuisance within the Condominium.
3. Nuisance Defined.
 - a. A “nuisance” is a thing, act, condition or use of property which continues for such a length of time as to:
 - (i) Substantially injure or endanger the comfort, health, repose or safety of the Condominium or Owners and Residents; or
 - (ii) In any way render Owners and Residents insecure in the use and enjoyment of property; or
 - (iii) Any other act or omission which would otherwise be recognized as constituting a public nuisance pursuant to the statutory or common law of the City of Milwaukee or State of Wisconsin.
 - b. The following acts, omissions, conditions, and things are specifically declared to be nuisances, but such enumeration shall not be construed to exclude other nuisances:
 - (i) Nuisances affecting health, welfare and enjoyment of property; and
 - (ii) Nuisances affecting peace or safety.
4. Enforcement. The Board, Residential Committee or Commercial Committee, or any of their designees shall enforce those provisions of this Rule that come within their jurisdiction and they shall make inspections upon complaint to ensure that such provisions are not violated.
5. Abatement of Nuisance.
 - a. No action shall be taken by the Board, Residential Committee or Commercial Committee under this Section to direct the removal or abatement of a nuisance or levy a penalty therefore unless there has been an inspection of the location or circumstances where the nuisance is alleged to exist and there is evidence to substantiate that a nuisance does in fact exist.
 - b. Whenever the Board, Residential Committee or Commercial Committee or their designees identify that a Unit has had three or more nuisance activities on separate days during a sixty day period, the Board, Residential Committee or Commercial Committee may direct the Unit Owner to evict a tenant or remove a Resident as part of an abatement measure if the tenant or Resident contributed to or caused the nuisance. Nothing in this section (b) prevents the Board or applicable Committee from directing the Unit Owner to evict a tenant or remove a Resident if, in

the sole discretion of the Board or applicable Committee, any single nuisance incident is of such severity as to require prompt removal.

- c. Whenever the Board, Residential Committee or Commercial Committee or their designees identifies that a nuisance has occurred, the Owner or Resident alleged to have committed the nuisance shall be notified in writing that a nuisance exists. In the event that a nuisance is caused by a tenant of a Unit Owner, written notice shall also be sent to the Unit Owner.
 - d. A notice as referred to in Section 5.c. shall be deemed properly delivered if sent by certified mail to the last known address of the Unit Owner or Resident.
 - e. The notice shall contain the Unit number or other description of the premises involved, a description of the nuisance activities that have occurred, a statement that the Owner or Resident shall within five business days respond with abate measures as ordered by the Board, Residential Committee or Commercial Committee, propose a written course of action to abate the nuisance, request mediation per Rule VI.C.6 or appeal the designation of nuisance per Rule VI.D.
 - f. If the Owner or Resident does not remove or abate the nuisance within five (5) business days or request an appeal of the designation of nuisance within the same period, the Board, Residential Committee or Commercial Committee may cause an action to be commenced to abate the nuisance, impose a penalty, or both.
 - g. Each subsequent incident of nuisance activity shall be deemed a separate violation.
 - h. If the Unit Owner or Resident has satisfactorily abated the nuisance after issuance of a notice, any penalty imposed by the Board, Residential Committee or Commercial Committee may be reduced by half.
 - i. Nothing in this Rule restricts or limits the right of the Board, the Residential Committee or the Commercial Committee to abate a nuisance under Bylaw 6.22, Abatement and Enjoinment of Violations by Unit Owners or any other provision of the Bylaws.
6. Penalties.
- a. See Rule VI.E. for penalties that may be imposed for Rule violations.
 - b. Each and every day during which a violation continues after expiration of the five business day cure period constitutes a separate offense.

- c. Where appropriate, the Board, Residential Committee or Commercial Committee may authorize legal or equitable actions to be commenced to enjoin any Owner or Resident from violating the provisions of this Rule.
 - d. A second violation under this Rule for the same nuisance activity may be subject to a penalty in an amount doubled from the first penalty and a third violation under this Rule may be subject to a penalty in an amount tripled from the first penalty.
7. Costs of Abatement and Special Charges Against Units. In addition to any other penalty imposed by this Rule for the creation, continuance or maintenance of a nuisance, the cost of removing or abating the nuisance and the cost associated with enforcement shall be collected as a debt from the Unit Owner or Resident causing permitting or maintaining the nuisance and if the notice to abate a nuisance has been given to a Unit Owner, such cost shall be assessed against the Unit as a special charge.

S. Move-In/Move-out Fee

1. To enable the Association and its property manager to protect the Common Elements of the Condominium from potential damage from household moves of an Owner, Tenant or Resident, within three (3) business days of any move, an Owner shall inform the Association's property manager of the date of the move. The person responsible for giving such notice is as follows:
 - a. An Owner who is moving out of their Unit is responsible for providing notice of the date they are moving out.
 - b. If an Owner has sold their Unit to a new Owner, the new Owner is responsible for providing notice of the date they are moving in.
 - c. If a Tenant or Resident is moving out of a Unit, the Owner of the Unit is responsible for providing notice of the date the Tenant or Resident is moving out of the Unit.
 - d. If a Tenant or Resident is moving in to a Unit, the Owner of the Unit is responsible for providing notice of the date the Tenant or Resident is moving in to the Unit.
2. To defer the cost to the Association of a move and the cost of the additional wear and tear to the Common Elements associated with moving a household, the Association will charge a move-out or move-in fee of \$100 for each move and the fee will be assessed as follows:
 - a. An Owner who is moving out of their Unit but has not sold or transferred their Unit, the Owner will be charged a move-out fee of \$100 that is due and

payable on the date of the move. If the fee is not paid within ten (10) days of the move, the fee will be assessed to the Owner's Unit.

- b. If an Owner has sold or transferred their Unit to a new Owner, the move-out fee will be deemed to have been assessed as of the day immediately prior to the date that the Unit has been transferred and is due and payable on that date. If the fee is not paid within ten (10) days of the move, the fee will be assessed to the Unit and will be subject to late fees and collection action as provided in the Bylaws and Wisconsin law.
 - c. An Owner who is moving in to their Unit will be charged a move-in fee of \$100 that is due and payable on the date of the move. If the fee is not paid within ten (10) days of the move, the fee will be assessed to the Owner's Unit.
 - d. If a Tenant or Resident is moving out of a Unit, the Owner of the Unit will be charged a move-out fee of \$100 that is due and payable on the date of the move. If the fee is not paid within ten (10) days of the move, the fee will be assessed to the Owner's Unit.
 - e. If a Tenant or Resident is moving in to a Unit, the Owner of the Unit will be charged a move-in fee of \$100 that is due and payable on the date of the move. If the fee is not paid within ten (10) days of the move, the fee will be assessed to the Owner's Unit.
3. These move-out and move-in fees are in addition to any amounts that the Association may charge for damage, beyond normal wear and tear, to the Common Elements that occurs during the move as provided in the Bylaws or Rules.
 4. An Owner who does not provide the notice required under paragraph 1 shall be assessed the moving fee as provided in paragraph 2 and shall also be subject to penalties as provided in Rule VI for violation of this Rule.
 5. Any moving fee that is assessed to the Owner's Unit shall be subject to late fees and collection actions in the same manner as Common Charges and other Association fees and charges as provided in the Bylaws and Rule V.

T. Attorney's Fees

In the event that the Association retains an attorney to collect any funds due, enforce any rule, 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.

U. Contractors

When the POR Association engages third-party contractors for repair or enhancement work on the property, the contractor must agree to and sign the MOU titled "**MOU - Association and Contractor**". It is the responsibility of the Association or its agent to explain all elements of the MOU to the contractor before signing it to ensure understanding the requirements.

When the individual owners engage third-party contractors for repair or enhancement work on the property, the contractor must agree to and sign the MOU titled "**MOU - Owner and Contractor**". It is the responsibility of the Association or its agent to explain all elements of the MOU to both the owner and the contractor before signing it to ensure understanding the requirements.

V. Unit Alterations

When structural changes to a unit are proposed, either during a real estate transaction or from a current owner, the owner and applicable realtor must follow this process.

This is in addition to the applicable language found in the First Place Condominium Bylaws Section 6.10.

1. In order for the structural alterations to be considered by the BOD, a certified architectural plan must be submitted to the BOD or the Building and Design (B&D) Committee showing the unit before **and** after proposed changes. Hand-drawn sketches, or similar documents are not acceptable substitutes for official drawings provided by a licensed architect.
2. The engineer-employee of the current POR property management firm, commissioned from the BOD, must meet with the general contractor or architectural firm to discuss the plans.
3. The engineer-employee of the current POR property management firm will conduct a thorough review of the plans and then make a recommendation to the POR's BOD.

4. The BOD will make a decision within 15 days after the Engineer's recommendations are complete and have been submitted.
5. The current Owner will be billed for the POR's engineer's time. This rate will be a \$100.00 minimum for the first hour and \$50.00 per hour after that. The Owner will be billed regardless of the outcome of the BOD's decision.
6. If the BOD approves the structural changes, the Association reserves the right to inspect the structural alterations both during the project and upon completion of the project to ensure compliance with the agreed-upon plans.
7. If the BOD approves the structural changes, all contractors must review and sign the POR's "Contractor Memorandum of Understanding" (MOU) and abide by its rules. This MOU should ideally be discussed with the POR's property manager or a member of the POR's Safety & Design Committee.

V. INFORMATIONAL MATTERS – FEES, LIENS, ASSESSMENTS

A. Monthly Fees and Special Assessments

Each Owner is assessed a monthly fee and may be assessed special assessments from time to time in accordance with the Declaration and the Bylaws. The Association depends on timely receipt of these assessments to function properly. Late payments or non-payment of assessments can be a serious problem for the Association.

B. Liens for Delinquent Fees and Assessments

To minimize cash flow problems and encourage compliance, liens will be filed against Units that become ninety (90) days delinquent in fees or assessment payments.

C. Payment of Fees, Special Assessments, Penalties and Other Charges

1. Due Date of Monthly Fees, Special Assessments, Penalties and Other Charges.
Each Owner is assessed a monthly fee for Common Charges and may be assessed special assessments from time to time in accordance with the Declaration and the Bylaws. Fees for Common Charges are due and payable monthly, in advance, on the first day of each month. Any special assessments are due and payable on the date as determined by the Board and as stated in any notice of special assessment given to the Owner. Penalties assessed against an Owner in accordance with Rule VI are due and payable on the date provided therein. Any other charges are due and payable on the date they are assessed.

2. Collection of Delinquent Monthly Fees, Special Assessments, Penalties and Other Charges. The Association depends on timely receipt of payments due from Owners to function properly. Late payments or nonpayment of amounts due can be a serious problem for the Association. Accordingly, the Association will take prompt action to collect monthly fees for Common Charges or any special assessments, penalties, and other charges (separately or collectively, "Amount Due") that remain unpaid for more than thirty (30) days after the date that they are due and payable. In addition, late charges will be assessed on any Amounts Due from Owners as provided in Section 6.6 of the Bylaws.
 - a. To encourage payment of past due Amounts Due, a statement of fees, assessments and other charges past due and any late charges assessed thereon will be sent to any Owner who has an Amount Due that remains unpaid thirty (30) days after the date such Amounts Due are due and payable.
 - b. As an accommodation, a second statement of fees, assessments and other charges past due will be sent to any Owner who has an Amount Due that remains unpaid sixty (60) days after the date such Amount Due is due and payable, along with any additional Amount Due that is unpaid thirty (30) days after the date it is due and payable and the late charges assessed thereon.
 - c. Any Owner who has an Amount Due that remains unpaid ninety (90) days after the date such Amount Due is due and payable will receive notice of the Amount Due and, at the discretion of the Board, a lien will be filed against the Owner's Unit as and in the manner provided by law.
 - d. Statements and notices will be sent to the Owner's last known address on file with the Association. The Association shall not be responsible for failure of an Owner to receive such statements or notices.
 - e. A decision by the Board not to file a lien against the Owner's Unit for Amounts Due at the earliest date allowed by law or to defer a decision to file a lien to a later date does not constitute a waiver by the Association to file such lien at any time as allowed by law.

D. Transfer of Ownership Assessment

An amount equivalent to two (2) months of monthly assessments, each assessment being equal to the monthly amount then assessed to the Unit, is due at the time of transfer of ownership of any Unit, to be payable by the buyer to First Place Condominium Association, Inc. (“the Transfer Assessment”). The Transfer Assessment shall be due and payable by the buyer at the time the sale of the Unit is closed. The payment of the Transfer Assessment shall be deemed incorporated into any offer to purchase a Unit as a condition of the sale of the Unit by virtue of the application of the Rules and Regulations to all Unit Owners. The Transfer Assessment shall be deposited into the capital reserve fund for contingencies and appropriate replacements associated with the Common Elements. The Transfer Assessment shall be in addition to any assessment attributable to the Unit and shall not be credited to any outstanding assessments or future assessments payable by the owner of the Unit. The Transfer Assessment is not refundable when the buyer subsequently sells the Unit.

VI. ENFORCEMENT AND PENALTIES

A. Initiating Enforcement of Rule Violations

1. A Unit Owner or Resident may initiate an enforcement action by the Association by delivering to any Board member or officer or the Property Manager a written complaint as set forth in Part B. below.
2. The Board, or the Residential Committee and the Commercial Committee on behalf of their respective Sections, may initiate an action to enforce these Rules and Regulations.

B. Written Complaint.

A violation reported to the Association must be in writing and must contain the following:

1. Name of offender and address, if known.
2. Violation observed and brief description thereof.
3. The time and place of the violation or, if a continuing violation, the time or times violation was observed.
4. Name, address and telephone number of the reporting Unit Owner or Resident.

C. Actions Upon Receipt of a Complaint

Upon receipt of a complaint or upon the initiation of an enforcement action by the Board, the Residential Committee or the Commercial Committee, the Board or the applicable committee may take any of the following actions:

1. Issuing a written warning to the Unit Owner and/or Resident informing said person of the Rule that was violated and requesting future compliance with the Rules and Regulations; or
2. Issuing a written request to the Unit Owner and/or Resident to abate an ongoing Rule violation by a date certain or a fine might be imposed for non-compliance or an abatement action will be commenced; or
3. Levying a fine against the Unit Owner and/or Resident in an amount determined under the Penalties Section below pursuant to Bylaw Article 2.2.2.1.(h) or 2.2.2.2.(i) if warranted by the facts and circumstances and so informing the Unit Owner and/or Resident in writing with a date by which the fine must be paid; or
4. Abating an ongoing Rule violation or violation of the Bylaws pursuant to Bylaw Article 6.22 by giving written notice to the Unit Owner and/or Resident of the date upon which such abatement action will be taken.
5. When determining which of the foregoing actions is warranted, the Board or the applicable Committee shall apply the following standards:
 - a. The Board or applicable Committee or their designee shall investigate the facts regarding the alleged violation before administering the fine.
 - b. The investigation shall be fair and objective.
 - c. The investigation must produce substantial evidence of a violation.
 - d. The rules and penalties shall be applied evenhandedly and without discrimination.
 - e. The penalty shall be reasonably related to the seriousness of the offense and the past record of violations.
6. In lieu of initiating an enforcement action, the Board or the applicable Committee may mediate a dispute between Unit Owners and/or Residents over an alleged violation. The mediation is initiated as follows:
 - a. By the complaining Unit Owner or Resident in the written complaint; or
 - b. By the Unit Owner or Resident complained against in a written request for mediation delivered to the Board or applicable Committee within five

- (5) business days of delivery of notice of the violation to the Unit Owner or Resident; or;
- c. At the request of the Board or applicable Committee.
 - d. The Board or applicable Committee shall inform the party or parties that there has been a request for mediation. There will be no mediation unless both parties agree, in writing, to mediation.
7. The terms and conditions for mediation are set forth below. Both parties to the mediation must agree, in writing, to the terms and condition of the mediation in order for the mediation to take place.
- a. The Board or applicable Committee will identify, in writing, the issue presented by the complaint.
 - b. The Board or applicable Committee will determine the amount of time allowed for the mediation.
 - c. Only one participant speaks at a time; no one will interrupt while someone is speaking. The mediator will ensure that each participant has ample time to present their position.
 - d. Each participant expresses their own views, rather than speaking for others in the mediation or attributing motives to them.
 - e. Each participant will state their position succinctly so that everyone has a fair chance to speak.
 - f. All participants will voice their concerns when they arise.
 - g. There will be no personal attacks. Challenge ideas, not people.
 - h. All participants will stay on track with the agenda to move the deliberations forward.
 - i. All participants will focus on the merits of what is being said and make a good faith effort to understand the concerns of others. Questions of clarification are encouraged. Disparaging comments are discouraged.
 - j. Each participant will seek options or proposals that represent shared interests, without minimizing legitimate disagreements. Each participant will take account of the interests of the other.
 - k. Each participant reserves the right to disagree with any proposal to resolve the dispute and also accepts responsibility for offering alternatives that accommodate their interests and the interests of the other participant.

1. The mediation concludes when the participants agree to a resolution. The resolution will be reduced to writing and signed by all participants. Each participant will receive a copy of the written resolution. If there is no resolution within the time allotted for the mediation, the matter will be returned to the Board or applicable Committee for determination and action on the complaint.

D. Appeals

In the event that a Unit Owner or Resident appeals the action taken by giving written notice thereof to the Board or applicable committee within five (5) business days of the date on the written warning, request to abate, notice of fine or notice of abatement action in Section C. hereof, the applicable Committee or the Board shall proceed in the manner described below. Delivery of the notice of appeal to any member of the Board or applicable Committee constitutes delivery for purposes of this rule.

1. A letter shall be sent by certified mail, return receipt requested, informing the Unit Owner or Resident;
 - a. Of the time, place and date of a Hearing before the applicable Committee or the Board. Upon written request for adjournment received by the applicable Committee or Board five (5) business days in advance of the Hearing, the Hearing shall be adjourned for a period not to exceed ten (10) business days. Further adjournments will be in the sound discretion of the Committee or Board.
 - b. That evidence shall be received and a record made whether or not the Unit Owner or Resident attends.
 - c. That, if found in violation, a penalty may be imposed in accordance with the Penalties Section, or, if a penalty has already been imposed, the penalty will be upheld, plus any costs incurred by the Association relative to the Hearing.
 - d. That any such penalty imposed may be secured by filing a lien against the subject Unit, as prescribed by law.
2. The Hearing shall be divided into two (2) parts:
 - a. The Hearing; and
 - b. The Determination and Decision.
 - c. The Hearing shall be open to only the applicable Committee or the Board, the parties involved, witnesses and any other person permitted to attend at the discretion of the Board or applicable Committee.

- d. The Determination and Decision shall be open only to the Applicable Committee or the Board. The decision will be rendered in writing to the Unit Owner or Resident within five (5) business days of the Hearing.
- e. Proof of the violation shall be by substantial evidence.
- f. The decision of the applicable Committee or the Board is final.
- g. When weighing the evidence and imposing a fine or penalty, the Board or applicable Committee shall utilize the standards set forth in Section C.5. above.

E. Penalties

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

- 1. A written warning.
- 2. A penalty in an amount not to exceed \$250, plus administrative costs of \$20, plus \$15 per day that the violation persists, plus reasonable attorney fees. A second violation of the same rule may be subject to a penalty double the amount of the first penalty and a 3rd violation of the same rule may be subject to a penalty triple the amount of the first penalty.
- 3. By the Association removing or correcting the violation, the cost of which, including reasonable attorney fees, shall be borne by the Unit Owner.
- 4. A written notice of the monetary penalty or the costs to remove or correct a violation shall be sent to the person against whom the penalty is imposed and the Unit Owner by certified mail to each person's last known address. The notice shall state the penalty imposed and the amount of a monetary penalty. The notice sent to the Unit Owner shall also state that the Unit Owner is liable for any amount not paid by the responsible party within 30 days of receipt of the notice.
- 5. Any person against whom a monetary penalty is imposed or against whom the costs of removing or correcting a violation is assessed shall pay the penalty or costs within 30 days of receiving the written notice described in E.4.
- 6. In the event the fines and costs, or the costs incurred by removal or correction, shall not be paid within 30 days, the payment may be secured by filing a lien against the Owner's Unit as per Section V. and as prescribed by law.

F. Interest Affected

All Unit Owners shall be responsible for all actions of their children, guests, tenants, invitees and contractors. All Residents shall be responsible for all actions of their children, guests, invitees and contractors. An Owner's Unit may be subject to liens for penalties resulting from a violation of the Rules and Regulations or Bylaws by any tenant of the Unit Owner or by a child, guest, invitee or contractor of the Unit Owner or a Resident.

VII. DISCRIMINATION PROHIBITED

No Bylaw or Rule adopted under the Bylaws and no covenant, condition or restriction set forth 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 federal or Wisconsin law, or local Ordinance.