

Riverside Place Condominium Rules & Regulations

April 1, 2007

In accordance with the Declaration of Condominium of Riverside Place Condominium (“**Declaration**”), the Green Bay Riverside Unit Owners Association (“**Association**”) has adopted the following Rules & Regulations (“**Rules**”) in regard to the Riverside Place Condominium (“**Condominium**”). The Declarant during the period of Declarant control, and thereafter the Association, reserves the right to alter these Rules or create additional Rules in order to preserve the physical condition, safety, appearance, and quiet enjoyment of the Condominium Unit Owners. Unit Owners shall abide by these Rules and ensure that all guests, invitees, or other persons on the property either through Unit Owner’s request or permission shall also abide by these Rules. Any exception or waiver to these Rules by the Association must be granted in writing to be valid. These rules are in addition to, and in some cases clarifications of, the rules found in Article XX of the Declaration. In the event of a conflict between these Rules and the Articles set forth in the Declaration, the Declaration shall control. As permitted by the Declaration, the Association may impose financial penalties for violations of these rules or those found in the Declaration.

1) Building Emergency/Safety Agreement. A Unit Owner is prohibited from disarming, misusing, altering or removing safety devices in the Condominium. A Unit Owner agrees to inform the Association or designated property manager of any potential building or occupant hazards, or non-operating/missing safety devices (smoke detectors, exit signs, emergency lighting systems, fire extinguishers, etc.). Storage of flammable or explosive materials anywhere in the Condominium is strictly prohibited.

2) Right to Access Condominium Units. Duly authorized officials or agents of the Association shall have the right to access individual Units, Limited Common Elements, or both under the terms and conditions set forth in Section 9.4 of the Declaration.

3) Personal Property. The Association will not be held responsible/liable for theft of or damages caused to, a Unit Owner’s personal property. The Association recommends that each Unit Owner maintain insurance sufficient to cover their personal property.

4) Guests & Persons Residing with a Unit Owner. Each Unit Owner is responsible for damages to property or rule violations caused by persons residing with a Unit Owner and by a Unit Owner’s guests. Persons residing with a Unit Owner and all guests of a Unit Owner are subject to the same rules and regulations applicable to Unit Owners.

5) Compliance With Law. Unit Owners shall abide by all laws and ordinances.

6) Pets. The Association will permit Unit Owners to keep up to two (2) cats that are spayed or neutered, or one (1) dog up to 40 pounds. Other pet requests, including less common pets such as ferrets, lizards, and birds, will be reviewed by the Association on a case-by-case basis. The Association reserves the right to disallow certain pets that may otherwise have been permitted should they prove to be a nuisance.

7) Soliciting. Soliciting is prohibited on the Condominium property. The Association may designate an area, bulletin board, or newsletter which allow for advertising. Any posting must be pre-approved by the Association or the designated property manager. Any advertisement may be refused without reason/cause.

8) Keys. The Association or its designated building manager shall retain keys for each Unit to provide access as described in #2 above. In no event will the key to any Unit be provided for any other reason than access as described in #2 above without the express permission of the Unit Owner of record. In the event a Unit Owner changes the key to their Unit, said Owner agrees to provide the Association or the designated building manager with a copy as soon as possible. The Association or designated manager may elect to charge a "lock-out" fee to cover its costs should a Unit Owner request that the Association or building manager open their Unit.

9) Noise. Unit Owners shall comply with Section 20.10 of the Declaration and shall not make or permit any public or private nuisances or disturbing noises (to include, but not limited to television, music, loud conversation, party noise) in their Unit, common areas, grounds, or parking areas. In the absence of evidence to the contrary, repeated noise complaints concerning a specific unit will be presumed to establish sufficient evidence of a violation of Section 20.10 of the Declaration and, as such, the Association may impose penalties on the violating Unit Owner as provided in the Declaration.

10) Complaints. Unit Owners are encouraged to address issues with other Unit Owners. In the event the Unit Owners cannot agree, or if the issue is not resolved, Unit Owners may present complaints in writing to the Association. The Association does not arbitrate disputes and will only impose penalties on Unit Owners if sufficient evidence exists to support the action.

11) Hazardous Activity. Unit Owners agree not to participate in activities which are potentially hazardous to other Unit Owners or any other persons on or near property. The Association shall not be held responsible for any injury that results from participation in hazardous or potentially hazardous activity. This includes, but is not limited to, activity on or near balconies, windows, stairs, dumpsters and parking areas.

12) Smoke Detectors. Unit Owners shall maintain smoke detectors in good working order. The Association recommends changing batteries at least twice per year and testing smoke detectors at least once per month.

13) Unit Alterations. Any alterations made by Unit Owners must be made in accordance with the Declaration, receive written approval from the Association, and be made with as little inconvenience as possible to other Unit Owners. In no event shall Unit Owner's alter or otherwise obstruct any common area without the express written consent of the Association.

14) Rubbish Removal. Each Unit Owner agrees to keep their Unit in a reasonably clean condition. Garbage and refuse should be wrapped/tied in plastic bags and regularly removed from the Unit to avoid unsanitary/odorous conditions. No trash shall be stored in public view (example: common hallways, patios/balconies, etc). Unit Owners shall place rubbish/trash in designated trash containers for waste removal service pick-up. Unit Owners shall abide by all property and community recycling requirements. Extraordinary amounts of rubbish or refuse created through the actions of a particular Unit Owner for which the Association incurs additional fees or expenses may result in a Special Assessment to recover those additional fees to the responsible Unit Owner.

15) Repairs, Maintenance, and Construction. Unit Owners are responsible for repairs and maintenance within their unit. Repairs and maintenance of Common Areas and Limited Common Areas shall be undertaken by the Association or its designated property manager in accordance with the Declaration. Unit Owners are encouraged to submit repair/maintenance requests for Common Areas and Limited Common Area to the Association or property manager in writing. Any construction work within a Unit must be approved in advance by the Association as set forth in the Declaration. Except in the case of emergencies, any Repairs, Maintenance, or Construction work on the premises shall be limited to the hours between 8 a.m and 5 p.m. Monday through Friday in order to minimize the nuisance to other residents. Any expenses incurred by the Association or another Unit Owner as a result of a Unit Owner's Repairs, Maintenance, or Construction may be charged to the Unit Owner undertaking the Repairs, Maintenance, or Construction as a Special Assessment as described in the Declaration. Repairs of Limited Common Elements appurtenant to a specific unit will be billed to that unit as a Special Assessment.

16) Reasonable Care of Unit. Each Unit Owner agrees to take reasonable care of the Unit in order to prevent adverse conditions which may effect other Units, Common Areas, or Limited Common Areas. Unit Owners may be held liable for damage to other Units, Common Areas, or Limited Common Areas if said damage is a direct result of the Unit Owner's negligence.

17) Smoking. Smoking is prohibited in all common areas. Common Areas are defined in the Declaration and shall include common entries, common hallways, shared laundry rooms, recreational areas, elevators, stairwells, basements, garages, attics, community rooms and any areas which multiple Unit Owners have access to.

18) Loitering/Storage. Each Unit Owner agrees and understands that common areas such as entries, stairwells, community garages, and hallways are to be for purposes of ingress (entry) and egress (exit) of the Condominium. These areas are not for any reason to be used for storage of personal property. Personal property left in Common Areas, in most cases, are in violation of fire codes. The Association or property manager reserves the right to confiscate and/or dispose of any personal property left unattended in Common Areas. Persons shall not loiter in Common Areas or use Common Areas as play areas.

19) Appearance of Property. Unit Owners are prohibited from posting signs, signals, illuminations, symbols, advertisements or any type of equipment or foreign object on, inside, or outside windows/balconies or doors. Any object visible from a public or Common Area may be required to be moved out of view at the Association or property manager's request.

20) Unit Owner Upkeep. Unit Owners are expected to make reasonable efforts to keep grounds and exterior areas clean. This includes, but is not limited to, personal property on grounds, and placing trash in proper waste containers. The Association reserves the right to confiscate and/or dispose of any personal property left unattended on the grounds or exterior of the property.

21) Community & Exercise Rooms. Unit Owners shall comply with all rules set forth by the Association or designated property manager concerning the use of the Community and Exercise rooms.

- A)** Hours shall be set by the Association or designated manager and posted in the respective rooms. Unit Owners and their guests shall not use the Community or Exercise rooms outside of the designated hours without written permission from the Association.
- B)** The community room shall be reserved by Unit Owners in advance on a first come first serve basis.
- C)** If alcohol is served, it is the Unit Owners responsibility to not serve minors.
- D)** Unit Owners are responsible for guest conduct. Noise levels should be kept to a minimum.
- E)** Unit Owners will not allow gatherings to exceed maximum occupancy of the community room which should be posted in the community room.
- F)** The Association or designated manager may elect to collect a deposit of \$50.00 to reserve the community room, which is fully refundable, conditional upon returning the community room to its original/clean

condition within 12 hours of the scheduled conclusion of the event. Unit Owner is responsible for any damages or required cleaning that exists after the 12-hour period elapses.

22) Parking. Unit Owners agree to park within the parking guidelines/parking areas provided. Motorcycles and mopeds are subject to the same rules and regulations as all other vehicles. Recreational vehicles such as boats, campers, trailers, snowmobiles, waverunners, etc. will not be allowed on the property at any time without written approval from the Association. Non-licensed, abandoned or inoperable cars are not to be left on the property for more than a 48-hour period. This includes, but is not limited to, vehicles in disrepair, flat tires, leaking fluids, or vehicles with "For Sale" signs on them. Any vehicle in violation will be posted with a 48-hour notice to remedy or remove vehicle from property. After the expiration of 48 hours, if Unit Owner has not remedied the situation, the vehicle may be ticketed/towed at owner's expense. Unit Owners are prohibited from parking in fire lanes, in front of fire hydrants, sidewalks, garage entries, driveways, areas which block access to rubbish containers, lawn/landscaped areas of property, or designated/marked no parking areas. Guests may only use parking areas designated for visitor use of property. Guests who park in areas reserved for Unit Owners without first receiving written authorization are subject to ticketing and towing. Storing any items in front of parking stalls is strictly prohibited, however; residents may park more than one vehicle (i.e. a car and a motorcycle) in their assigned stall if both vehicles fit within the designated space and do not infringe on the use and enjoyment of other residents' assigned parking spaces.

23) Balconies/Terraces. These spaces are designated as "Limited Common Elements" in the Declaration. Unit Owner's are prohibited from mounting, installing, or otherwise attaching any item to their balcony/terrace. Unit Owner's may not drill holes or otherwise alter the wood on their balcony, the balcony above, or the vertical support beams. Any items located on a balcony must not overhang the edge of the balcony and must be positioned so that if that item were to fall it would not fall to the ground. The following items are specifically prohibited on balconies/terraces:

- A) Grills.** City of Green Bay ordinance prohibits the placement of any grill with an open flame (i.e. any grill but electric) on balconies or terraces with the exception of the terrace outside of the Community Room. Violators will be subject to citation by the City of Green Bay and penalties by the Association.
- B) Bird Feeders.** Bird feeders cannot be placed on any balcony/terrace due to their tendency to attract vermin to the building and create a nuisance for other residents. The Association may make exceptions on a case-by-case basis provided the Unit Owner can demonstrate that their particular bird feeder is placed within the confines of the balcony/terrace, is designed to prevent spilled seeds from reaching the ground, and is otherwise designed so as not to negatively impact other

residents (i.e. prevents bird droppings on other residents balconies/terraces).

24) Association Fees. Association Fees are to be paid by the first day of each month. Association Fees that are not received by the 5th day of the month will be subject to a late payment fee of \$20. Payments on past due accounts will first be applied to accrued late payment fees and then to oldest outstanding Association Fees.