

The **Harbor Front** / *Hansen's* Landing

July 1, 2023

RULES AND REGULATIONS OF **THE HARBOR FRONT CONDOMINIUM ASSOCIATION, INC.** **(INCLUDING PHASE TWO NAMED HANSEN'S LANDING)**

The following are the Rules and Regulations for the Harbor Front & Hansen's Landing Condominium Association, Inc. as promulgated by the Declarant. These Rules and Regulations may be amended or repealed by the Board of Directors at any time during the existence of the Condominium. Copies of all amendments to the Rules and Regulations shall be furnished to the Unit Owners by the Board of Directors prior to the time such amendments shall be effective. Capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Declaration of Condominium for The Harbor Front & Hansen's Landing. When used herein the term "Unit Owner" shall include such Unit Owner's family members, guests, invitees, tenants, agents and employees.

Owners are responsible for seeing that family members, guests, invitees, tenants, agents and employees receive and comply with these rules. Comments about the contents of these rules should be directed to the President of the Board of Directors in writing. Complaints about the violation of these rules should be directed to the President and Board of Directors.

1. Parking

- A. The parking garage shall be used solely for the parking of vehicles, including motorcycles, motor scooters, Segways, bicycles, kayaks and similar personal vehicles, and personal storage containers approved by the Board of Directors, and for no other purpose, except that private garages and designated storage areas may be used for the storage of personal property. All such vehicles and storage containers of any type shall be parked or stored in a designated parking stall or enclosed private parking garage, and may not extend beyond the parametrical boundaries of the Parking Unit or interfere with the use of an adjacent space, the driving lane or the common area. There shall be no attachments to the ceiling or wall without prior written approval of the Board of Directors. No vehicle of any type shall be placed in any driveway or undesignated parking stall or Parking Unit for storage.
- B. All vehicles must be reasonably clean, and the Unit Owner shall take all necessary precautions to prevent the leaking of automotive fluids or staining of the parking areas. No boats, campers, trailers, recreation vehicles or other vehicles of similar nature and design shall be placed, stored or parked in any Parking Unit, other than a private garage, unless such items are completely covered or placed in locked, fully-enclosed trailers and such items fit entirely within the boundaries of one (1) parking stall or garage (leaving at least six (6) inches of space between the item stored and the lines delineating the parking stall). No individual shall be allowed to use or occupy any recreational vehicle or any similar vehicle designed or used for overnight camping while such vehicle is parked on the condominium property. Parking stalls may not be used for storage of any personal property other than motor vehicles or trailers, as set forth above.

- C. No Unit Owner may use any of the parking stalls or parking areas for the purpose of repairing or restoring any motor vehicle. Other than within private garages, racks, shelving, cabinets or other storage devices are prohibited in parking areas without prior written approval of the Board of Directors. Folding grocery carts are permitted.
- D. Private storage lockers are to be used for storing the parking unit owner's personal property.
- E. Parking units that are private garages are to be used for the storage of the Unit Owner's motor vehicle(s) and personal property.
- F. No live animals, plants, hazardous materials, garbage, waste, highly flammable materials or explosives, or anything that would cause an objectionable odor or nuisance are allowed in any parking stalls, storage lockers or private garages.

2. Use of Residential Units and Common Elements

- A. Except for the Commercial Units and except as permitted herein, no Unit Owner shall occupy or use its Unit or the Common Elements appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence.
- B. A Unit Owner may not in any way obstruct the use of the Common Elements or another Unit.
- C. A Unit Owner shall not carry on any obnoxious or offensive activity in any Unit or the Common Elements or the Limited Common Elements i.e., balconies, boats, piers, and Riverwalk, nor shall anything be done therein which may become an annoyance or nuisance to others, including, especially, any excessive noise between the hours of 11:00 PM and 7:00 AM that wakens sleeping neighbors.
- D. A Unit Owner shall not commit any form of waste in the Common Elements.
- E. A Unit Owner shall not allow its Unit to be used for any improper, immoral, unlawful or objectionable purpose, nor shall any Unit Owner do anything to injure the reputation of the Condominium.
- F. All barbecue grills and heaters on any portion of a deck or balcony must be natural gas fueled only. Fire pits, torches and similar open flame devices are strictly prohibited.
- G. No balconies or decks shall be used for storage of motorcycles, bicycles, baby carriages, children's toys, sporting goods and other similar items.
- H. A Unit Owner shall not store or place any item of personal property, including, without limitation, bicycles, lawn chairs, grills, toys or clothing in the Common Elements.
 - i. Notwithstanding Section H above, between Thanksgiving Day and New Year's Day, minimal and tasteful Holiday decorations may adorn Unit doors and adjacent doorway.
- I. No balcony or deck shall be used for drying laundry, carpets, rugs or clothing.
- J. Televisions, radios and outdoor speakers are prohibited on the decks.

- K. Trash shall be deposited in the two trash chutes located on each floor. Recyclables shall be deposited in the recyclable closet located on each floor. Maintenance personnel will be responsible for collecting the recyclables and placing them in the trash rooms on the first floor.
- L. A Unit Owner shall not allow the unreasonable or unsightly accumulation of waste, litter or any form of trash in any area.
- M. A Unit Owner may not erect any television or radio antennas or any other similar apparatus on any portion of the Condominium.
- N. Reasonable plants (not exceeding 50 pounds per square foot) are permitted on the decks.
- O. No hot tubs may be installed or allowed on any deck.
- P. Deck umbrellas and deck furniture covers may be used on all floors subject to the following conditions:
 - i. the color must be neutral colored fabric
 - ii. the umbrella must be vented for wind; and
 - iii. the umbrella must be properly secured through an appropriately weighted stand and or tethering.
- Q. Placing or hanging potted plants or planters on or from the rail of the deck is prohibited, as are vines that hang over the side of the top rail.
- R. The maximum number of individuals which may occupy a one-bedroom Unit is two people; the maximum number of individuals which may occupy a two-bedroom Unit is four people and the maximum number of individuals which may occupy a three-bedroom Unit is five people. It is the intent of this rule that every bedroom in every Unit shall be occupied by a maximum of two people, except for the third bedroom in any Unit which shall be limited to a maximum of one person because of space constraints.
- S. A Unit Owner shall not do or permit any act within the Unit or the Common Elements which will cause an increase in the rate of insurance carried by the Association.
- T. In order to maintain a more uniform appearance, a Unit Owner, except for the Commercial Units, must use window treatments that match the color of the living room blackout drapes supplied with the Unit.
- U. All deck furniture must be unpainted teak and other quality hardwoods (unpainted), rattan, and metal frame furniture of a high quality in taupe, neutral colors, brown tones or black. Furniture which fall outside the scope of permissible includes canvass folding chairs and camping furniture.
- V. No Unit Owner may make any alteration, installation, removal, reconstruction or repair to the exterior of his Unit or any portion of his Unit which is visible from outside the Condominium or the Common Elements. A Unit Owner may not make any alterations to a Parking Unit. No remodeling

or alterations shall be made to the interior of any Unit without the prior written consent of the Board of Directors including, but not limited to, remodeling or alterations affecting the plumbing, gas and electrical fixtures and lines and location of walls. In any event, all bedrooms must be carpeted. (See the Contractor Guidelines found in Section 17 of these Rules.)

- W. Also, see attached Courtesy Rules, Delivery Rules, Moving Rules and Enforcement Procedures.
- X. Exterior flags are prohibited in the Condominium, except that a Unit Owner may display a single 3' x 5' United States flag on a vertical pole, no longer than eight (8) feet, mounted on the balcony deck boards within the parametrical boundaries of the deck limited common area.

3. Animals

- A. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that a Unit Owner may have no more than two (2) dogs and two (2) cats provided that such animals are not maintained for commercial or breeding purposes.
- B. No pet shall be allowed at large within the Common Elements. All pets shall always be leashed and within the immediate control of the Unit Owner or responsible party when outside of the Unit.
- C. All pets allowed on the Property shall be picked up after and all pet wastes and droppings are to be properly disposed of by the Unit Owner or responsible party in control of the pet.
- D. The Declarant or the Board of Directors, in their sole discretion, expressly reserve the right, but are not obligated, to prohibit the presence of so-called "attack" dog or dogs they deem to be a danger in the Condominium.
- E. Pet Owners shall take reasonable precautions to prevent their pets from being a nuisance, annoyance or danger to any other Unit Owner.
- F. Any Owner or resident who keeps a dog or cat on the premises shall register such animal with Association management on the requisite Animal Registration Form. Registration must include a current picture of each pet.
- G. Except for any dog that is currently harbored, kept or maintained within the Condominium and is properly registered prior to July 1, 2014, no person shall harbor, keep or maintain within the Condominium any Pit Bull, defined as any dog which is one-half or more American Staffordshire Terrier, Staffordshire Terrier, American Pit Bull Terrier, Miniature Bull Terrier or Staffordshire Bull Terrier, or, any Rottweiler, defined as any dog which is one-half or more Rottweiler. Further, no persons shall harbor, keep or maintain within the Condominium any Dangerous Animal as defined in the City of Milwaukee Ordinance, Chapter 78. Additionally, all residents shall, at all times comply with all provisions of the City of Milwaukee Ordinances as they apply to Animals and Pets.
- H. Dogs that have been reported to have shown aggressive behavior will need to be muzzled while in the common area.
- I. Owners shall further comply with the following guidelines:

- i. All dog waste (inside the building and outside) shall be immediately picked up and properly disposed of in the appropriate containers (Dog owners should refrain from using the tree lawns and planting beds in front of the building).
- ii. All dog waste “accidents” shall be cleaned up immediately with appropriate cleaning products, especially in the elevators and lobby.
- iii. Violations of the Animals Rules shall be reported immediately to Management (Effective enforcement requires the involvement of all residents).
- iv. Aggressive behavior by any animal will not be tolerated. Should a dog bite someone or make an aggressive move in an attempt to bite someone, the Police shall be contacted.

4. Signs

- A. Except as permitted herein, no signs, display, posters or advertising material of any kind shall be displayed from any Unit or Common Element without the prior written approval of the Architectural Control Committee or Board of Directors.
- B. The Unit Owner of any Commercial Unit may place a sign in conformance with the sign requirements of the City of Milwaukee. The sole purpose of such signs shall be to advertise any lawful and legitimate business permitted to be operated by the Unit Owner of the Commercial Unit.
- C. A temporary “sandwich board” sign in front of the building for an open house or event held in the Club House will be permitted.

5. Leasing of Units

- A. No Unit may be leased without a written lease. No Unit may be leased for a term of less than twelve (12) months. No transient or temporary leases are allowed. (See special fine assessment provision in the Enforcement Section of these Rules.)
- B. Units are eligible to be leased in accordance with the Rental Cap, as defined in Section 16.
- C. Any Unit Owner who enters into a lease for his Unit shall provide the Secretary of the Association with a copy of such lease within seven (7) days after execution thereof.
- D. A Unit Owner who leases his Unit shall remain primarily liable for the payment of any Assessment or any amount due under the Condominium Documents and the Association shall have the option to pursue either the Unit Owner or the lessee for the payment of any Assessment or any other payment due to the Association.
- E. The rights of any lessee of any Unit shall be subject to these Rules and Regulations, the covenants, conditions and restrictions set forth in the Condominium Documents, as if such lessee were a Unit Owner.

- F. "Sub-leasing" is discouraged and the responsible Unit Owner shall remain primarily liable for all actions of their tenant and sub-tenant.

6. Pool

- A. The swimming pool is for the exclusive use of owners, lessees, and guests of the residential Unit Owners of The Harbor Front; and Harbor Front Marina lessees of boat slips, for an appropriate fee. The owners of the Commercial Units are not entitled to use of the pool. Swimming privileges may not be extended to anyone in the absence of the owner or lessee. Anyone using the pool does so at their own risk.
- B. A Pool Pass will be issued to each Unit Owner and said pass must accompany each Owner / Lessee while in the pool area.
- C. The Pool may be used between the hours of 8:00 AM and 10:00 PM, unless the pool is being serviced or cleaned, from Memorial Day to September 15 each year.
- D. Pool rules are posted near the pool and comprise the following:
- i. Diving into the pool is strictly prohibited under the provisions of our insurance policy. To enter the pool, please use the stairs or the ladder.
 - ii. Keep pool furniture covered with a towel particularly when using sunscreens.
 - iii. Children under the age of twelve must be supervised and accompanied by an adult at all times.
 - iv. In consideration of the health of persons using the pool, and in an effort to maintain a safe water quality, any person who is incontinent or not fully potty trained must wear appropriate waterproof clothing when using the pool.
 - v. No rafts, floats, Frisbees, balls, scuba equipment or other objectionable objects are allowed in the pool or pool area.
 - vi. Loud or boisterous game playing is not permitted.
 - vii. No radios, except styles with earphones, glass containers or drinking glasses are permitted in the pool area.
 - viii. Persons using the pool area are requested to return pool furniture to an orderly arrangement when leaving (backs upright on chaises, facing pool, umbrellas down, etc.).
 - ix. Life ring and life hook must be kept or returned to their proper location.
- E. Additional Pool Rules
- i. No glass of any kind is permitted in the pool area.

- ii. Children who are not toilet trained must wear a swimming diaper.
- iii. Children under the age of 12 must be accompanied by an adult.
- iv. No animals or pets are allowed in the pool area at any time.
- v. Guests must be accompanied by an owner.
- vi. The number of guests is limited to four per condominium unit.
- vii. No diving or flipping.
- viii. No music (other than music played through a personal headset) will be allowed.
- ix. Improper behavior, intoxication, nudity and profanity are strictly prohibited.
- x. Life hook and safety ring are not to be used as toys. They are for emergency use only.
- xi. Please properly discard cigarette butts in provided containers.
- xii. Please return all lounges, chairs and tables to their original places. Leave chairs in upright position facing the pool. Put umbrellas down.
- xiii. It is the responsibility of those who use pool area to maintain its cleanliness. Please clean up after yourselves.

7. Clubhouse

- A. The Clubhouse is for the exclusive use of Residential Unit Owners and their lessees. Guests and adjacent Marina lessees of boat slips are allowed use for an appropriate fee.
- B. Children under the age of eighteen (18) years of age shall be under the immediate supervision of adults while in the Clubhouse.
- C. Refrigerators are available for use for a reserved event.
- D. Animals are not permitted in the Clubhouse.
- E. Additional Clubhouse Rules
 - i. The clubhouse may be used by any resident, anytime, unless it has been reserved.
 - ii. All noise must be contained in the clubhouse after 10 pm.
 - iii. Residents may still pass thru the clubhouse and use the restrooms when the room has been reserved.

- iv. Do not leave food or drink in the refrigerators.
- v. When the room is reserved, a sign will be posted on entry doors.
- vi. E-mail notification will be sent out to residents informing them of a reservation.

F. Reservations

- i. The pool and pool area may NOT be reserved.
- ii. Only Unit Owners (lessees) may rent the clubhouse room and Association dues must be current.
- iii. Contact Building Management to reserve the room at least two weeks before your function / event.
- iv. One day prior to the reservation, a walk thru will be scheduled. A Clubhouse Reservation Inventory list will be filled out and signed by both the Building Management representative and the Unit Owner.
- v. Upon initial walk through a deposit of \$500.00 and a use fee of \$150.00 will be collected. The \$500.00 deposit will be returned if the room is left clean, and in the condition, it was prior to the rental.
- vi. If an event is already scheduled on a given day and you are reserving a 2nd event for the same day, you will be required to pay an additional non-refundable \$75.00.
- vii. The Unit Owner reserving the room is responsible for all damage. Any damage will be noted on the post function walk through. The Harbor Front/Hansen's Landing Condominium Association will perform repair and bill the responsible Unit Owner who reserved room. Failure of Unit Owner to reimburse the association will result in a lien being placed against their Unit.
- viii. A Post function / event walk through will be conducted no later than one day after function.

G. Responsibilities

- i. Trash from your event should be disposed of in one of the parking level trash rooms.
- ii. Furniture should be placed back it is original configuration.
- iii. Wipe down all counters, sinks, tables etc.
- iv. AV equipment should be left as it was found.
- v. No food or drink should be left in the room or refrigerators.

8. Fitness Room

- A. The Fitness room is reserved for the exclusive use of the Unit Owners and their lessees and guests. No more than two (2) guests may use the Fitness Room without being accompanied by a Unit Owner, and every Unit Owner shall remain personally liable for the actions of guests and family while in the Fitness Room. Hours of operation shall be from 5:00 a.m. to 10:00 p.m. daily.
- B. No persons under the age of fourteen (14) years of age shall be permitted in the Fitness Room, and no persons under the age of eighteen (18) years of age shall be permitted in the Fitness Room without adult supervision.
- C. Fitness Room users shall immediately clean and/or wipe down any equipment immediately after use, and shall obey all posted safety and operational rules. The Declarant, Manager and Board of Directors may promulgate additional rules and regulations for the use of the Fitness Room, to be posted in a conspicuous place.

9. Smoking

- A. Smoking is not permitted in any enclosed Common Element areas such as the elevators, the lobby or hallways, the Clubhouse and parking areas.

10. Commercial / Retail Units

- A. The commercial/retail space at the street level of the Harbor Front/Hansen Landing complex establishes the character and preeminence of the complex. As such, the owner and/or lessee of the space shall maintain the space so that at all times the look comports fully with the desired appearance of the complex. Accordingly, it shall not be used as a warehouse or storage facility and shall at all times be properly maintained to the finish which the Board, in its discretion, deems satisfactory.
- B. If the Board deems the owner to be out of compliance, it shall provide the owner/lessee with a written statement advising of the corrective action that is required and shall afford a reasonable period of time, but not to exceed sixty (60) calendar days, for compliance. If after this period, the owner/lessee fails to comply, the Board shall have the authority to secure compliance or, if necessary, to hire a contractor to perform the necessary work, the cost of which shall be borne by the owner/lessee.

11. Use of Owner Contact List

- A. The Association maintains a contact list of owners which includes telephone numbers and email addresses for the convenience and personal use of the owners only. A copy of the same is provided to each owner to facilitate communications between owners on personal as well as social matters and other related activities of the same nature. As to some, the information is deemed to be confidential.
- B. The owner list shall not be used by owners or outsiders for the purpose of soliciting or addressing other owners on matters related to the operation of a commercial or retail business or enterprise, nor shall it be used to solicit for charitable, political and/or religious purposes. In addition, it shall not be provided to non-owners to be utilized by them to engage in the type of activities prohibited herein.
- C. Any deviation from this rule shall require the Board's written approval. In addition, the Board shall be empowered to take the necessary action to enforce the rule and to secure an abatement of the prohibited activity.
- D. On occasion, an Owner may ask that the email distribution list be used for the "advertising" of certain personally owned real estate and personal property or to promote personal business or commercial services. The Board has limited such use and will permit only the "advertising" of "titled" property, i.e., the sale or lease of a Unit, Parking Space or Boat Slip. The "advertising" of any other personal property, personal business or commercial services will not be permitted through any Association e-mail distribution.

12. Courtesy Rules

Remember this is your home, your building and your investment. Following these common courtesies will provide a pleasant environment and help contain costs!

- A. All Parking Spots are assigned. Please do not park or allow your guests to park in any spot other than your own.
- B. Trash barrels have been placed in each parking level for the disposal of small items, such as car refuse, litter; etc.
- C. Do not place food items or other refuse that will spoil in garage trash barrels. Each parking level has a refuse room open for such items.
- D. Do not leave trash at lobby entry doors.
- E. Do not leave trash in front of trash chutes. If your item is too large please bring to the refuse rooms in the parking garage.
- F. Please break down all cardboard boxes before placing in recycle area. Failure to break down boxes results in extra labor expense which will lead to increased condo fees.

- G. Please remember to clean up after your pet.
- H. Do not allow strangers into the building as you enter. This includes garage and main entrance.
- I. Do not open the main door to allow anyone access if they are not your guest.
- J. All guests must gain access through entry system.
- K. Be courteous of your neighbors.
- L. When watering your plants or using water on your deck, please be careful because there is leakage onto the neighbor below you.
- M. Remember when on your deck, your noise is easily heard by your neighbors. Please be respectful.

13. Delivery Rules

- A. Notification of the delivery of appliances, furniture and other large items must be coordinated with the Building Manager of Harbor Front/Hansen's Landing to insure rules are being followed and care is being taken to safeguard against damage to our buildings.
- B. All deliveries must enter through garages and at no time may come through front entrance.
- C. Any damage that occurs will be the ultimate responsibility of the owner.

14. Moving Rules

The following rules are strict and specific and are designed to protect you and the building, and to better facilitate the very busy traffic in our area. We suggest you act as watchdog to make sure that the Movers are careful with your furniture and our buildings and to ensure make sure things are being done your move is conducted safely and properly.

- A. All moves must be requested in writing and shall be scheduled at least 72 hours in advance and approved by management by *Move Authorization Form*, no exceptions. Improperly attempted moves, or moves attempted without a *Move Authorization Form* will be promptly shut down. All moves require payment of a \$500.00 damage deposit with each moving request.
- B. As moving creates a serious security risk to the building it is imperative that when moving, the garage door may not be left unattended at any time. As a result, Harbor Front will hire a security attendant at the moving party's expense to secure the garage door during the time of your move. The current rate for such service is \$50.00 per hour with a minimum of 1 hour, which may increase based on the then current rates. The moving party may not hire his or her own security attendant or make other arrangements in place of a Harbor Front security attendant.
- C. Movers, moving companies, and delivery companies utilized by any owner are deemed to be a subcontractor of you, the owner. We will have no verbal and/or contractual relationship with your Movers and they shall be allowed into the Building and common areas at our discretion. It is your

responsibility as owner to assure that your Mover complies with the following rules. If persons or property (either yours or ours) is injured or damaged during a move, you will be solely responsible financially.

- D. Also, certain movers have been banned from working in the building because of their past abuses, lack of insurance, and other problems. Please call us about your move before you sign a contract with a mover!
- E. A "MOVE" is defined as the transport of items exceeding, in size and quantity, the things a person would normally carry in and out of a building in the course of their daily routine (i.e. purse, briefcase, one or two small boxes, a plant, groceries etc.) through any common area of the Building, dock, or garage. Items moved within your internal Premises or space that aren't brought onto a building common area do not fall within this definition.
- F. A Mover (as used herein) is a moving or delivery company or person (be it a large moving company, your employee, a spouse, brother, friend, or you, etc.) attempting a Move of your home, any occupants, individuals, or subtenants of your Premises, using hand trucks, personnel, trucks, carts, etc.
- G. Office supply companies delivering minimal supplies, bottled water companies, coffee services and the like which are making deliveries in the normal course of business are not considered Moves unless they are delivering furniture or other large items or quantities.
- H. No moves of any type shall commence until Building Management has given you a written *Move Authorization Form* signed by both you and Building Management (which we will sign after approving your moving company, their insurance, and your time slot in the loading / moving zone)
- I. Self moves are allowed; however, the move must be authorized in the same manner as with a moving company. The same rules apply for self moves as with a moving company. You are considered the "Mover." All moves are to be performed through garages. No move may come through front entrance. NO EXCEPTIONS!
- J. All moves must be requested in writing and shall be scheduled at least 72 hours in advance and approved by management by *Move Authorization Form*, no exceptions. Improperly attempted moves, or moves attempted without a *Move Authorization Form* will be promptly shut down
- K. A self move will require:
 - i. \$1000 deposit for damage. Deposit will be refunded provided there is no damage to premises.
 - ii. A walk through before the move to assess any existing damage.
 - iii. A walk through after the move to assess any damage from move.
 - iv. A Move Authorization Form.
- L. Small boxes (i.e. banker's boxes), personal items, and other such small inconsequential one-time items may be brought into the building.

- M. It is your responsibility to make sure that any Mover you engage follows the Building's rules. Movers who do not adhere to the rules will not be allowed on property and will be desisted from moving or stopped if the move is underway.
- N. The Mover must provide and install protective coverings on all walls, door facings, elevator cabs and other areas along the route to be followed during the move. These areas will be inspected for damage before and after the move.
- O. Any damage to the building or fixtures caused by the move will be repaired and/or paid for by you, the owner. If the damages are recoverable by you from your Mover, it is your responsibility to proceed with such efforts.
- P. You must make arrangements with the Building Management Office for use of the elevators for each move on the *Move Authorization Form*. A firm arrival time will be established for each move.
- Q. The moving company will be required to remove all boxes, trash, etc. when leaving the building. Any materials left behind will be disposed of and charges for such will be the responsibility of the owner.
- R. It is your responsibility to cause your Mover to provide Building Management with adequate proof of insurance coverage, prior to your move. Your Mover must carry insurance including, but not to be less than, the following:
 - i. Bodily injury, personal injury and property damage liability insurance in comprehensive general liability form and certificate evidencing same shall be furnished to building superintendent before moving any items into the building. In addition, the moving company must agree to protect, indemnify and hold building Association harmless from and against all claims, demands, and caused of action of every kind in character arising in favor of moving company's employees or other third parties on account of bodily injury, personal injury, death or damage to property in any way resulting from willful or negligent acts or omissions of moving company, its agents, employees, representatives, or subcontractors. The moving company shall be responsible for all damages and losses sustained by them, to their tools and equipment utilized in the performance of all work thereunder.
 - ii. Comprehensive General Liability Insurance Policy shall include coverage for hazards of premises-operation, elevators, products and completed operations and including personal injury coverage, part and contractual liability coverage designating the assumptions of liability under performance of the act of moving. Such insurance shall be in limits no less than \$1,000,000 per person bodily injury and personal injury; \$500,000 per occurrence for aggregate or property damage. Property damage insurance shall be in broad form, including completed operations.
 - iii. The limits set forth above are minimum.
 - iv. Very important: Each company moving supplies, furniture and/or equipment through this building shall secure and present to the building manager a certificate reflecting above coverages twenty-four (24) hours before the move takes place.

- v. "Waivers", hold harmless, or indemnity agreements (in lieu of acceptable insurance) are not acceptable.
- vi. If any owner's own insurance (as required by the lease agreement) is expired, cancelled, or not in force at the time of a desired move, a move authorization will not be issued.

S. The capacity and dimensions of the elevator are as follows:

- i. Weight Capacity: 3500 pounds
- ii. Width: 80 Inches
- iii. Height: 107 Inches
- iv. Depth: 65 Inches
- v. Door Opening: 80"(W) x 65"(D) x 107"(H)

T. All moving company employees must have proper identification, i.e., company t-shirts, hats, armbands, business card, etc. No one will be allowed in the building or to assist with the move without the above identification and Harbor Front/Hansen's Landing reserves the right to turn away or refuse access by any mover whom it deems unacceptable, for whatever reason.

15. Unit Water Heaters:

- A. Unit water heaters shall be registered with the Association, noting the Brand, size, model #, serial #, manufacture date, installation date and installation Contractor:
- B. Unit water heaters shall be replaced within fifteen years of installation.
- C. Upon replacement, the Unit Owner shall register the brand, size, model number, serial number and manufacture date of the new water heater with the Association.
- D. In conjunction with any water heater replacement a cold water supply line shut-off valve shall be installed, if not previously installed.
- E. In conjunction with any water heater replacement an automatic, water detecting, shut-off valve shall be installed, if not previously installed.
- F. By October 1, 2018 each Unit Owner shall install and maintain a leak sensing alarm device near the water heater as recommended by the alarm manufacturer.
- G. Failure to comply with any provision(s) of this Rule shall subject the non-compliant Unit Owner to fines of not less than \$50.00 per month of non-compliance.

16. Rental Cap

No more than twenty-four (24) Residential Units shall be allowed to be leased at any given time, which amounts to fifteen percent (15%) of the total Residential Units in the Condominium (the "Rental Cap"). Accordingly, no residential Unit Owner shall be permitted to lease or rent his or her Unit unless all of the following conditions are satisfied:

- A. Less than twenty-four (24) of the Residential Units are currently leased in the Condominium. Prior to the execution of any lease, the Unit Owner must notify the Board of Directors in writing of the intent to lease as provided in subsection (c), below.
- B. All unpaid assessments and related charges against that Unit have been paid, unless the Board of Directors shall specifically find that satisfactory arrangements for payment have been made, including, if appropriate, an assignment of rents subordinate to any rights of any mortgagee.
- C. Request to Lease and Waitlist.
 - i. A Unit Owner shall send a written request to the Board of Directors prior to leasing his or her Unit. Prior to leasing a unit, the Unit Owner must have obtained prior written approval from the Board.
 - ii. Waitlist Procedures. In the event that the maximum allowable number of Units is rented when a Unit Owner requests to lease his or her Unit, the Board of Directors shall establish a waitlist on a first-come, first-served basis. When a Unit becomes eligible to be leased, the next owner on the waitlist, if applicable, will be notified. The Unit Owner then has 60 days to enter into a lease with a tenant and the lease term must commence within that 60-day period. If the lease term does not commence within 60 days, the Unit will be placed at the end of the waiting list. If a Unit on the waiting list is sold, conveyed, or otherwise transferred, that Unit's position on the waiting list is terminated.
 - iii. Continuing Rental. A Unit that is eligible to be leased shall remain eligible to be leased to successive tenants. The Unit Owner has sixty (60) days after a tenant's lease expires to enter into a lease with a new tenant, and the new lease term must commence within that 60-day period. If the lease term does not commence within sixty (60) days after the previous tenant's lease expires, the Unit's eligibility to be leased expires if there are Unit Owner(s) on the waitlist. If the Unit Owner cannot replace a tenant within sixty (60) days, the owner may request, in writing, a sixty (60) day extension. The written extension request must be received by the Association prior to the end of the initial 60-day period. If a Unit that is eligible to be leased is sold, conveyed, or otherwise transferred, that Unit shall no longer be eligible to be leased, subject to the conditions and restrictions contained herein.
 - iv. At the time of approval to lease by the Board of Directors, the Association shall have the right to charge the unit owner a fee for the processing and review of the lease and any subsequent new lease affecting the unit. Any such fee shall be determined by the Board of Directors and shall be published in the Rules and Regulations.
- D. For the purposes of this Section, a Unit that has no owner occupant shall be deemed to be leased or rented regardless of whether consideration is tendered as rent, subject to the following:

- i. If the Owner of the Unit is a trust, corporation, limited liability partnership, limited liability company or other business entity, a beneficiary, shareholder, partner, or member shall be deemed an owner.
 - ii. The Unit Owner's immediate family members shall be deemed an Owner. Immediate family members are herein defined as parents, mother or father in-laws, children, spouse or legally recognized domestic partner, siblings, by blood, marriage, or adoption and shall include half and step relatives.
 - iii. A vacant Unit shall not be deemed to be leased or rented.
- E. A Unit that is leased by the Association or a mortgagee of the Unit that obtains the unit through foreclosure or a deed-in-lieu of foreclosure shall not be counted towards the rental cap.
- F. No Unit Owner shall be permitted to enter into a lease with an initial term of less than twelve (12) months.
- G. No sub-leasing is allowed.
- H. Special Hardship Exception. The Board of Directors shall have the authority to waive the requirements of this section upon request of a Unit Owner if it determines that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the Unit Owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of Units. If any unit owner shall desire a hardship exception, said lease or occupancy shall require the approval of the Board of Directors. The request by the Unit Owner shall be in writing, shall state the reason(s) the owner believes this prohibition creates a hardship, and shall set forth the period for which the owners seeks a waiver of this prohibition. If a hardship exception request is approved, a lease or rental agreement pursuant to that exception shall not exceed one (1) year.
- I. Every Unit Owner assigns all rents and profits from any lease, permitted or not, to the Association for the purpose of reimbursing the Association for overdue assessments, special or ordinary fines, levied by the Association against the unit or the Unit Owner, provided that in the event of conflict, said assignment shall be subordinate to any assignment to a mortgagee of the unit.
- J. Penalties. A violation of this Section shall, in addition to any other remedy available to the Association, result in a fine being assessed against the Unit Owner in the amount of \$100.00 per day of the violation, and the Unit Owner shall be responsible for actual attorney fees and related costs incurred by the Association in connection with enforcing this section. In addition, the Association may enforce this section by application to a court of competent jurisdiction to obtain injunctive relief, and the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be determined by the court.
- K. Lease Form, Background Check, Etc.
 - i. Prior to executing a lease, the Unit Owner shall secure a criminal background check of the proposed lessee(s), to include all occupants.
 - ii. If the background check identifies any of the following offenses, the Unit Owner shall not enter into a lease agreement with the prospective lessee(s):
 - iii. Within the previous 10 years any of the prospective lessee(s) or occupants has been convicted of a violent felony, drug manufacturing, or drug distribution.

- iv. At any time any of the prospective lessee(s) or occupants has been convicted of a felony sex offense or any crime against a minor.
- v. Prior to approval to lease by Board of Directors the Unit Owner shall submit a copy of the Lease form the Unit Owner intends to use, which form shall be determined and / or approved by the Board of Directors. The lease form shall be consistent with a standard Wisconsin form and be provided by the Association.

The effective date of this Rental Cap Rule will be August 1, 2023. Any current Unit Owner who is currently leasing his or her Unit must comply with all of the above provisions by August 1, 2023 and shall be “grandfathered” and considered one of the 24 permitted rental Units.

17. Contractor Guidelines

- A. Contractors shall follow all current COVID protocols.
- B. Owner contracted service shall be coordinated with Building Management and Management shall be advised of contractor service three days prior to same.
- C. Contractor service shall be limited to Monday through Friday. Contractor service on Saturday, Sunday and holidays is prohibited, except in an emergency and then only with prior notice to Building Management.
- D. Contractor service that will likely create excessive noise shall be reported to Building Management three days prior to said noise so that appropriate notice can be given to the building residents.
- E. No excessive noise shall be created between the hours of 5:00 PM and 9:00 AM, and never on Saturday, Sunday or holidays.
- F. All contractor access for personnel, tools, equipment and materials shall be through the lower garage level only, and only with prior approval of Building Management.
- G. Contractor shall not park vehicles on the driveway or store equipment, materials or refuse containers on the driveway.
- H. Contractor must supply and provide its own carts, dollies etc. for moving equipment and materials.
- I. With prior approval from Building Management, contractor may have the elevator “locked out” to transport equipment and materials to the Unit.
- J. Contractor shall take every precaution and action necessary to ensure building security during contractor’s work.

RULES AND REGULATIONS ENFORCEMENT PROCEDURES

- I. Violations may be reported by any unit owner or resident to:
 - A. The Milwaukee Police Department if there is a breach of the peace or emergency.
 - B. To the Managing Agent of Harbor Front Condominium Association Inc. or the Board.
- II. If a violation is reported to the Managing Agent of Harbor Front Condominium Association Inc. or Board, same must be in writing and must contain the following:
 - A. Name of offender and address, if known.
 - B. Violation observed and brief description thereof.
 - C. Time and place of occurrence or, if a continuing violation the time or times of observance of the occurrence.
 - D. Name, address, and phone number of the reporting Unit Owner or Resident.
 - E. Upon receipt of a complaint the Managing Agent shall attempt to resolve the matter by:
 - 1. Obtaining voluntary correction of the violation, and/or
 - 2. Obtaining voluntary payment of the appropriate fine as per the schedule of fines from time to time prescribed by the Board.
 - 3. Any other solution agreed to by the complainant and the Offender.
 - 4. If the Managing Agent is unable to resolve the matter, the matter shall be submitted to the Board of Directors whose decision shall be final.
- III. Compliance and Default
 - A. Unit Owners Subject to Act, Declaration, By-laws and Rules and Regulations. All Unit Owners shall be governed by and shall comply with the provisions of the Condominium Act, the Declaration, the By-laws, and these Rules and Regulations, as any of the same may be amended from time to time. A default by a Unit Owner shall entitle the Association to the relief as provided in this Article.
 - B. Fines. The Board of Directors may levy (by majority vote of the Board) reasonable fines against Unit Owners for violations of the Condominium Act, the Declaration, the By-laws, or these Rules and Regulations by the Unit Owner, his or her family members, guests, invitees, employees and /or agents. Each day a violation continues after notice is given to the Unit Owner is a separate violation. If a Unit Owner requests in writing a hearing before the fine is imposed, the imposition of the fine shall be suspended until hearing before the Board of Directors is held, provided that the fine shall continue to be construed as a lien on the unit. Fines are special assessments and shall be collectible as such.

- C. Legal Proceedings. An action to recover any sums due for assessments, money damages, injunctive relief, foreclosure of the lien for payment of assessments, any other relief provided for in the Declarations, the By-laws, these Rules and Regulations, or any combination, and any other relief afforded by a court, may be sought by the Association, and shall not constitute an election of remedies.
- D. Costs and Attorneys' Fees. In any proceeding arising out of any alleged default by a Unit Owner (whether filed in Court or not), the Association, if successful, shall be entitled to recover the costs of the proceeding, and reasonable attorneys' fees.
- E. No Waiver of Rights. The failure of the Unit Owners' Association to enforce any right, provision, covenant, or condition which may be granted by the Condominium Act, the Declaration, the By-laws, or these Rules and Regulations shall not constitute a waiver of the right of the Unit Owners' Association to enforce such right, provision, covenant or condition in the future. All rights, remedies, and privileges granted to the Unit Owners' Association pursuant to any term of the Declaration, the By-laws, or these Rules and Regulations shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosure or waiving the lien securing the same, and foreclosure shall be maintainable notwithstanding the pendency of any suit to recover a money judgment.
- F. Grievance Procedure. Following an action by the Board of Directors taken under this Section, the Unit Owner against whom the action was taken may file a written appeal with the Secretary of the Association. Upon receipt of an appeal, the President of the Unit Owners' Association shall appoint the Grievance Committee. The Grievance Committee shall consist of three Unit Owners who are not members of the Board of Directors, relatives of the complaining Unit Owner, or persons otherwise interested in the matter. A hearing shall be conducted by the Grievance Committee with thirty-one (31) days of the complaint. The hearing shall be informal. The Grievance Committee may uphold the action of the Board of Directors, annul the action of the Board of Directors, and/or take any action authorized by this Section. Within ten (10) days of the hearing, the Grievance Committee shall file a written decision with the Secretary and serve it on the complaining Unit Owner. The decision of the Grievance Committee shall be binding upon all parties effective as of the date it is served on the complaining Unit Owner. Any fines or assessments imposed by the Board of Directors shall remain a lien during the grievance procedure.

SCHEDULE OF FINE ASSESSMENTS

As noted in the Rules and Regulations Enforcement Procedures the Board of Directors shall from time to time prescribe a schedule of reasonable fines to be levied against Unit Owners for violations of the Condominium Act, the Declaration, the By-laws, or these Rules and Regulations by the Unit Owner, his or her family members, guests, invitees, employees and /or agents

To that end the Board of Directors has adopted the following progressive schedule of fines:

First Violation – Formal Warning Letter of Reprimand

Second Violation – \$50.00 Fine Assessment

Third Violation - \$100.00 Fine Assessment

Fourth and Subsequent Violations - \$200.00 Fine Assessment

(Note: In the case of continued, flagrant and / or especially egregious violations the Board of Directors reserves the right to levy a fine in lieu of a Formal Warning Letter of Reprimand or higher fine assessments than those noted above.)

Each day a violation continues after notice is given to the Unit Owner is a separate violation.

Special consideration will be given to cases of transient tenancy and the Board of Directors may levy daily fines of up to \$2,500.00 for transient tenancy such as Airbnb, VRBO, etc.

The **Harbor Front** / *Hansen's* Landing

Move Authorization Form

(August 2015)

Owner/Occupant &Unit # Moving:		
Contact Name:		
Phone	Text	E-mail
Moving Company		
Mover Contact:		
Phone	Text	E-mail
Desired Move Date		
Move Time		
Description of Items being moved:		
Items being Moved From: (address)		
Items being Moved To: (address)		

I acknowledge, by my signature below, that I am authorized to request the above Move on behalf of _____ (Owner / Resident) and further acknowledge that I have read, understand and agree to abide by all the Harbor Front/Hansen's Landing Moving Rules.

Unit Owner Name _____ Unit # (Bldg.) _____

Mover Acknowledgement _____ Date _____

For Management Use Only (check/fill in)			
Movers Ins. Received:		Verified Move Date:	
Security Notified:		Verified Move Time:	
Tenant Ins. Current:			

Building Management Approval: By: _____ Date _____

The **Harbor Front** / *Hansen's* Landing

Clubhouse Reservation Inventory

(August 2015)

Date Requested: _____ Reserved by: _____
 Name: _____
 Time Requested: _____ Unit number (building): _____
 Phone/Email: _____

CLUBHOUSE RESERVATION DOES NOT INCLUDE RESERVATION OF THE POOL AND/OR POOL AREA. POOL AND POOL AREA IS FOR RESIDENT USE ONLY !!

YOU ARE ACCEPTING THE FACILITY IN CLEAN, NEAT, UNDAMAGED, WORKING CONDITION. NOTE ANY EXCEPTIONS TO THIS BELOW. YOU ARE RESPONSIBLE FOR ANYTHING NOT NOTED.

Item	Condition Prior to Use	Condition After Use
33 Chairs		
6 Tables		
Carpet		
Mirrors/Shelves/Artwork		
Refrigerators (clubhouse) Inside Outside		
Refrigerators (Large right) Inside Outside		
Refrigerators (Large center) Inside Outside		
Refrigerators (Large left) Inside Outside		
Front counter		
Front sink		
Back counter		
Back sink		

Item	Condition Prior to Use	Condition After Use
Tile floor		
HDTV		
Cable box		
Receiver		
DVD/CD		
Sub woofer		
Trash		

Notes: _____

Upon Reservation: _____

Building Management signature

Unit Owner signature

Post Reservation: _____

Building Management signature

Unit Owner Signature

Deposit Received \$500.00 *Check Number* _____

Use Fee Received \$150.00 *Check Number* _____

Deposit Returned \$500.00 *Check Number* _____ *Initials* _____