RULES AND REGULATIONS
MARINE TERMINAL LOFTS CONDOMINIUM ASSOCIATION
Effective May 14, 2024

The following are the Rules and Regulations for the Marine Terminal Lofts Condominium Association (the "Association"). Capitalized terms used in these Rules and Regulations will have the same meaning as when used in the Declaration or the Bylaws of the Association. The term "Unit Owner" includes such Unit Owner's tenants and the family members, guests, invitees, agents, contractors, or employees of the Unit Owner or tenants. If you have a question concerning these Rules and Regulations, please contact the Association's Managing Agent.

Use of Unit and Common Elements:

1. Nothing shall be done or kept in any Unit which will increase the rate of insurance for the Condominium or Association, without the prior written consent of the Board of Directors.
2. A Unit Owner shall not allow their 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.
3. No person may post any advertisement, poster, or sign of any kind on the exterior of a Unit or in the windows of a Unit, except as permitted in the Bylaws or by Wis. Stat. Section 703.105 and except in the windows of the Commercial Unit.
4. No garbage, refuse, trash, or rubbish shall be deposited except as permitted by the Association. See further Trash Disposal rules below.
5. A Unit Owner shall not engage in any obnoxious or offensive activity in the Common Elements or in a Unit that causes disturbance to others (e.g., loud music). Unit Owners are encouraged to provide their neighbors advanced notice of any construction noise emanating from their Unit, which should occur only between 8:00 a.m. and 5:00 p.m.
6. A Unit Owner may not in any way obstruct the use of the Common Elements or another Unit.
7. No Terrace, Balcony, or Deck shall be used for storage of any kind. No clothes, towels, sheets, or other similar items may be hung or otherwise displayed.
8. A Unit Owner may in no way permanently alter any Common Element without written consent of the Board of Directors of the Association. This includes nailing holes into the maple woodwork of and surrounding the door. Any decorative items affixed to the wood surfaces must be done so by a non-permanent method such as a hanger.
9. With the exception of basic, tasteful decorative items, a Unit Owner shall not keep any personal effects outside their front door or in a hallway. Footwear of any kind cannot be left outside a Unit Owner's unit.

Smoking:
Smoking is not permitted within the Common Elements.

Keys and Security:
All Unit Owners will be required at all times to provide the Association's Managing Agent with current keys and security codes for such Unit Owner's Unit(s). Any keying system used to service all entrance doors to Unit Owner's Unit shall be subject to the prior written approval of the Board of Directors of the Association.

Extended Vacation and Absences:
Unit Owners must notify the Association's Managing Agent of any period of absence extending thirty (30) days or more. The Unit Owner shall provide to the Association's Managing Agent the name and contact information of the Unit Owner's designee who has a key and/or security code to the Unit. Under no circumstances shall the Association have any responsibility of any nature relating to any unoccupied Unit.

Animals:
1. Keeping a reasonable number of fish and up to two orderly domestic pets without the approval of the Board of Directors, is permitted, subject to the Rules and Regulations adopted by the Board of Directors. Keeping livestock, poultry, or reptiles of any kind, regardless of number, is prohibited. No animals may be kept or maintained for commercial purposes or for breeding.
2. All permitted pets shall be registered with the Association, at the time the pet is first kept in a Unit Owner's unit and by January 15 of each year thereafter, with the pet's name and a photograph. In connection with such registration, the Association may request evidence that the pets have had all required shots and are otherwise being kept and raised in compliance with the applicable laws.
3. Unit Owners must pay an annual $50 fee for each dog, to be collected at the time the dog is first kept in a Unit Owner's unit and by January 15 of each year thereafter.
4. Pets are required to be on a physical leash at all times when in the Common Elements.
5. Unit Owners of all permitted pets shall take reasonable precautions to prevent their pets from being a nuisance, annoyance, or danger to any other Unit Owner, including using a muzzle if the pet is at risk of biting persons or other pets. Unit Owners are strictly liable for damage or injury caused by their pets. Each Unit Owner shall indemnify, defend, and hold harmless the Association and its officers, directors, employees, committee members, Managing Agent, and all other agents from claims, obligations, liabilities, damages, expenses, judgments, attorneys' fees, and costs arising from or related to the Unit Owner's pet(s). The Board of Directors may cause the removal from the Building of any pet that, in the sole discretion of the Board, poses a threat to the health, safety, or welfare of any resident or other Unit Owner's pet.
6. Unit Owners are required to immediately clean up and properly dispose of all pet waste. If a Unit Owner cannot immediately and fully clean up the pet waste or if professional cleaning is required, the Unit Owner must immediately report the incident to the Association's Managing Agent for appropriate clean-up at the Unit Owner's expense. Any pet waste not immediately cleaned up or reported to the Managing Agent will subject the Unit Owner to a fine in accordance with the Enforcement Procedures below.
7. Unit Owners are responsible for their tenants' registration of their pets and for those tenants who have dogs, that the annual $50 fee is paid for each of the tenants' dogs.

Garage/Parking:
1. Unit Owners utilizing the parking garage are required to park their vehicles fully within their designated space(s) and pull into each stall to the maximum extent.
2. No storage of items in the garage shall be permitted if such storage prevents a vehicle from being parked fully within their designated space(s).

3. Unit Owners utilizing the parking garage are required to follow the designated traffic pattern only.

Garage Storage**:**

1. Authorized enclosed garage storage unit to be used by all homeowners in the parking garage: The brand of units selected is the Gladiator Garage Works. Recommended are freestanding units, however, wall mounted units are available. They are constructed of metal and have a keyed lock. There are a number of styles and sizes that can be selected and can be found at www.gladiatorgarageworks.com. Unit Owners may choose the model that suits their needs providing they are able to locate it within their own space(s) and not compromise their neighbors' ability to get in and out of their space(s). In order to provide consistency, no other brand of storage unit will be allowed without special exemption and approval by the Board of Directors of the Association.
2. Hazardous or flammable materials, including but not limited to, gasoline, diesel, kerosene, or propane, and/or perishable food, or obnoxious or offensive smelling items are prohibited from storage in the Approved Storage Devices or elsewhere in the Condominium parking garage.
3. For those who have tandem spots, the yellow bumper sticks can be removed to allow placement of the Unit Owner's storage unit.
4. All Unit Owners who do not have an enclosed storage unit are asked to purchase one so that all items stored in the garage are placed in an enclosed structure. All items in the garage must be stored in the Board-approved storage units only.
5. When purchasing a unit, Unit Owners must consider the impact the use of their garage space(s) may have on their neighbor(s) in the stall next to them, and the Unit Owners' ability to pull their vehicles fully into their stall. Placement of the storage unit should be in a mutually agreed location. Residents will be asked to move or remove units that do not allow for these conditions.
6. Bikes, bike racks, and small grocery carts may be stored in Unit Owners' space(s), provided all other storage and garage rules are followed and complied with and do not infringe on neighboring space(s) and/or prevent a vehicle from being parked fully within their designated space(s).
7. A kayak may be stored in a Unit Owner's parking space as long as it fits entirely within the parking space and is attached to a Board-approved kayak rack.

Trash Disposal:

All trash disposed of through a trash chute must be securely bagged and tied and must not obstruct the chute. The following are prohibited items in a trash chute: pet waste (unless double-bagged and securely tied), boxes, liquids, loose clothing and bedding, and potting soil/dirt. The prohibited items and other large items must be disposed of in the dumpsters in the trash room in the garage. Boxes placed in the recycling bins in the garage must be broken down. Trash chutes should be used for disposal only between 6:00 a.m. and 10:00 p.m. Trash chutes are closed for cleaning every Wednesday from 7:00 a.m. to 9:30 a.m.

OTARD Rule:

Individual Over-The-Air Reception Devices, as defined by the Federal Communications Commission, are not permitted outside of any individual Unit or installed on any Limited Common

Element of any individual Unit, including, but not limited to, certain antennas that are used to receive direct broadcast satellite service (except for an 18 inch or smaller satellite dish which may be installed in a location approved by the Board of Directors) or to receive or transmit fixed wireless signals via satellite, certain antennas that are used to receive video programming services via multipoint distribution services or to receive or transmit fixed wireless signals other than via satellite, antennas that are used to receive television broadcast signals, and masts supporting any of the foregoing types of antennas.

Windows:
Any repairs, replacements, installation, or placement of (i) windows, window walls, window systems, window treatments, or any other item that relates to or affects the window systems, or (ii) the original exterior building materials of the Building must be approved by the Board of Directors and the Managing Agent of the Association in writing to ensure that any such items are repaired, replaced, and installed consistent with and in the same manner as the original so that reasonable efforts can be made to maintain any existing warranties and the exterior appearance of the Building. For more information regarding the windows, refer to the Bylaws.

Move in, Move Out Procedures:
The Managing Agent of the Association in all cases shall have the rights to prescribe the method and manner in which the furniture, appliances, equipment, and packages shall be brought in or taken out of the Condominium. All moving of furniture, appliances, pictures, equipment, or other personal property into or out of a Unit by Unit Owners and/or occupants shall be done at such time and in such manner as reasonably directed by the Board of Directors and the Managing Agent of the Association.

1. **Move-Ins and Move-Outs** will be limited to Monday through Friday between 9 a.m. and 4 p.m. No exceptions will be allowed without a legitimate need, prior written approval of the Board of Directors, and payment of additional Managing Agent personnel costs. Moves are also prohibited on all holidays. This allows a representative from the Managing Agent to place elevator pads/floor coverings on the day of the move and remove them after the move is complete and to otherwise be present during the move process, as necessary.
2. **Move Registration** requires Unit Owners or occupants to fill out a form, provided by the Managing Agent, to reserve their desired move date and provide information regarding the anticipated start time of the move and type of moving truck to be used.
3. **Moving Fees** will consist of a $200 fee and a $300 deposit at move in and/or move out to compensate for the labor of the Managing Agent and to cover any damage caused to the Building by the move. Payment of such fee will be required at least five days prior to the start of the move and will be the responsibility of the Unit Owner.
4. **Presence Throughout Move.** A Unit Owner or other responsible party must be on-site and available throughout any move in or out. Doors to the Building cannot be propped open for movers unless a Unit Owner or other responsible party is physically present at all times in the entryway when the door is open.
5. **Damage & Accommodation Fees.** Any damages will be separately charged, taken out of the $300 deposit, with any additional charges payable upon receipt, which, if not promptly paid, will become a lien on the property. It is important that moves do not extend past 4:00 p.m. Any move that has not been completed by 4:00 p.m. is in violation of the Moving

Procedures and an additional accommodation fee will be assessed to the Unit Owner initiating the move. The accommodation fee for moves continuing beyond 4:00 p.m. is $50 for the first 60 minutes past 4:00 p.m. and $50 for every full or partial 30-minute increment thereafter. Any remaining balance of the security deposition will be refunded within 21 days of the move.

Delivery or Removal of Large Appliances, Large Furniture or Other Items, and Construction/Renovation Materials:
For delivery or removal of large appliances (e.g., refrigerators, dishwashers, washers/dryers), large furniture (e.g., couches, dining tables) and other large items, and construction/renovation materials (e.g., countertops, cabinets), Unit Owners must notify the Managing Agent in advance so that elevator pads/floor coverings can be installed during the delivery/removal process to prevent damage to the Common Elements. Any damage caused by a delivery/removal will be charged to the Unit Owner, as well as any additional accommodation fee charged by the Managing Agent.

Rummage and Estate Sales:
Rummage sales, estate sales, and similar events will not be permitted unless approved in advance by the Board of Directors.

Dock System and Boat Slips:
The Board of Directors and the Dock Owners Group shall have the right to promulgate Rules and Regulations governing the use of Docks and Boat Slips; provided, however, that such Rules and Regulations shall not unreasonably restrict the use of the Boat Slips by the Docks Owners Group for the purpose of docking and accessing appropriately sized boats.

Acoustics:
1. Unit Owners shall comply with any sound attenuation guidelines promulgated by the Board of Directors or the Design Review Committee, including, without limitation, those relating to the installation of any stereo, home entertainment or similar system, or any other noise producing personal property of Unit Owner. Unit Owner must isolate any equipment (which may cause vibration problems in other Units) that has a motor and/or sits on the floor of the Unit or is attached to the wall of a Unit, such as a washer and dryer unit or central vacuum system.
2. Recessed speakers and other elements of a home entertainment or stereo system are prohibited from all shared walls between Units and from corridor walls.
3. Subwoofers and low frequency drivers shall not be affixed to any surface of the Unit or the Condominium. An Association approved acoustical mat shall be placed under any speaker or subwoofer which is positioned to rest directly on the finished floor of the Unit.
4. If a particular installation or configuration of home entertainment or home stereo equipment creates a repetitive disruption to other residents of the Condominium, the Association may require and direct the Unit Owner to modify the installation or method of use.

Renovation/Construction Work

1. Any unit renovation/construction work that generates noise (e.g., from operation of tools) must be limited to the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.
2. Unit Owners must notify the Managing Agent of a renovation/construction project **at least two weeks** before work is to begin, including the nature of the project, when it will occur, and who is performing the work with proof of insurance and permitting, if applicable. Unit Owners must work with the Managing Agent to determine whether and when elevator pads should be installed for movement of construction/renovation materials.
3. **Renovation/Construction Fee.** Unit Owners must pay a $200 renovation/construction fee and a $300 deposit to compensate for the labor of the Managing Agent and to cover any damage caused to the Building by the renovation/construction work. Payment of such fee will be required at least five days prior to the start of the renovation/construction work and will be the responsibility of the Unit Owner.
4. **Damage & Accommodation Fees.** Any damages will be separately charged, taken out of the $300 deposit, with any additional charges payable upon receipt, which, if not promptly paid, will become a lien on the property. Any remaining balance of the security deposition will be refunded within 21 days after completion of the renovation/construction project.

Leasing of Units:
The provisions of the Declaration and Bylaws contain certain requirements related to leasing of units, which include that:

1. Unit Owners must use only the standard form lease agreement that has been approved by the Board of Directors of the Association;
2. The written lease must obligate a Unit Owner's tenants to comply with all of the documents, terms, rules, and regulations of the Association; and
3. Unit Owners must provide a copy of the lease and Rules & Regulations acceptance form signed by the Unit Owner's tenants to the Board for approval prior to the tenants' move-in to confirm the Unit Owner's and tenants' compliance with all of the requirements.
4. Unit Owners are responsible for their tenants' unpaid fines for the tenants' violations of the Association's Rules and Regulations, Bylaws, and/or Declaration. The Board reserves the right to require a Unit Owner to terminate a lease and remove any tenant who seriously violates the Association's Rules and Regulations, Bylaws, and/or Declaration, to the fullest extent allowed by law.

In addition, all lease terms must have a minimum rental duration of no less than 12 months, unless prior approval and exception is granted by the Board for a shorter minimum duration, which in no case can be less than 6 months. Per Section 7.1 of the Lofts Condominium Declaration, "no space in any Unit may be rented and no transient tenants may be accommodated, even if the unit owner is present during the occupancy. Rentals through similar services such as Airbnb and VRBO are expressly prohibited." A Unit Owner who violates this provision is subject to a fine of not less than $2,500 per day per violation.

Electrical Vehicle Charging Stations:
Unit Owners who wish to install an electric vehicle charging station in their parking spot(s) in the garage must obtain prior written approval of the Board, and if approval is given, the Unit Owner

must hire a licensed, bonded, and insured electrician and schedule the installation on a date and time approved by the Managing Agent.

Bylaws:

1. The Bylaws contain numerous additional restrictions and requirements that are applicable to the use and enjoyment of the Condominium and the Units. Unit Owners are responsible for complying with and requiring occupants of their Units to comply with the provisions of the Bylaws.
2. Unit Owners are responsible for all costs associated with the remediation of any damage/vandalism caused by themselves, their tenants, guests, and any contractors working for them. Multiple infractions will be referred to the Board of Directors of the Association for appropriate action.

Enforcement Procedures:

1. Fines. The fine for a violation of any and all applicable laws, the Association Declaration, Association Bylaws, and Association Rules and Regulations shall be pursuant to the following schedule (except as specifically provided in another provision):

Offense	First	Second	Third (and subsequent)
Failure to properly clean and dispose of pet waste	$100 (Plus, in each instance, all necessary cleaning and maintenance costs)	$250	$500
All other violations (including improper trash disposal)	$50 (Plus, in each instance, all necessary cleaning, repair, and maintenance costs)	$75	$100

   Each fine shall begin the day after written notice of a violation is given to the Unit Owner. Each day that a violation of a continuing nature continues is a separate violation. Such fine is not a waiver of other remedies, including actual damages. Fines are due no later than ten (10) days after the fine is levied, and unpaid fines shall be a lien against the unit ownership and may be foreclosed upon as provided by law.
2. Other Enforcement. The Association may apply to a court of competent jurisdiction to obtain injunctive relief to enforce this section, 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.
3. Appeals. A Unit Owner may appeal any enforcement action employed by the Board of Directors, including fines, but not including arrearages of assessments, by writing a letter to the Secretary of the Board stating the reason for the appeal. This written appeal must be received by the Secretary within14 days of the action leading to the appeal. The Board shall review the validity of enforcement and the remedy. The decision of the Board (by majority vote) shall be conclusive.

Late Payment Penalty:
In the event of a default by any Unit Owner in paying any Common Expenses or any other sum assessed against the Unit Owner which default continues for a period in excess of ten (10) days, such Unit Owner shall be obligated to pay a late payment penalty of five percent (5%) of the entire amount of the installment of Common Expenses or other sums plus interest in the amount of such assessment from the payment due date at the lesser of: (a) five percent (5%) over the "prime rate" or "reference rate" as such rate is determined by a reputable commercial bank located in Milwaukee, Wisconsin or such other "prime rate" as may be reasonably selected by the Board of Directors; or (b) the highest interest rate permitted by law (the "Default Rate").

Amendment and Revisions:
These Rules and Regulations may be updated, amended, and/or repealed by the Board of Directors at any time during the existence of the Condominium and Association. Copies of all the 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.