The Waterfront Condominium

Updated February 27, 2023

RULES AND REGULATIONS OF
THE WATERFRONT CONDOMINIUM ASSOCIATION, INC.

The following are the Rules and Regulations for The Waterfront Condominium Association, Inc. These Rules and Regulations may be amended or repealed by the Board of Directors at any time during the existence of the Condominium.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 Waterfront Condominium. When used herein, the term "Unit Owner" shall include such Unit Owner's family members, guests, invitees, agents, and employees.

Owners are responsible for seeing that tenants, family members, guests, invitees, agents, and employees receive and comply with these rules. Comments or potential violations of the contents of these rules should be directed to Management in writing.

The purpose of the Rules and Regulations is to provide policy and guidance relating to the day-to-day operations of the Condominium and to explain the responsibilities of Unit Owners as it relates to the use of their Units, Boat Slips, and the Common Elements and Limited Common Elements of the Association.

These Rules and Regulations, updated and published as of February 27, 2023 incorporate all previous versions of the Rules and Regulations published by the Association. In the case of any inconsistencies between this version and previous versions, the Rules and Regulations contained herein control.

Requests for variances to the Rules and Regulations should be made to the Property Manager. Written permission and approval of all variances must be obtained, in writing, from the Board of Directors, via the Property manager, prior to any work or action resulting in a variance of these Rules and Regulations may be affected.

Requests for clarification regarding these Rules and Regulations may be made to the Property Manager.

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SECTION 1 – GENERAL INFORMATION

1. A Unit Owner shall not direct, supervise, or in any manner attempt to assert any control over the Association's employees.

SECTION 2 – COMMON ELEMENTS

1. A Unit Owner shall not in any way obstruct the use of the Common Elements or another Unit.

2. A Unit Owner shall not carry on any obnoxious or offensive activity in any Unit or the Common Elements, nor shall anything be done therein which may become an annoyance or nuisance to others.

3. A Unit Owner shall not commit any form of waste in the Common Elements.

4. 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.

5. A Unit Owner shall not erect any television or radio/cable antennas or any other similar apparatus on any portion of the Condominium Common Elements.

6. A Unit Owner shall not allow the unreasonable or unsightly accumulation of waste, litter or any form of trash in any of the Common Elements.

7. 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.

8. A Unit Owner is prohibited from making any alteration, installation, removal, reconstruction, or repair to the Common Elements of the Association. Unit Owners may not erect, install, place or post any object, sign, flag, light, sculpture, artificial or real vegetation, storm door or window, door knob or knocker, or other things on the exterior of the building.

SECTION 3 – LIMITED COMMON ELEMENTS

1. Decks.

    a. Decks shall not be used for storage of motorcycles, bicycles, baby carriages, children's toys, sporting goods, and other similar items.

    b. No deck shall be used for drying laundry, carpets, rugs or clothing.

c. A Unit Owner may place flower boxes on the deck rails provided that such flower boxes conform with the standards promulgated by the Architectural Control Committee or Board of Directors.

d. No hot tubs shall be installed or allowed on any deck.

e. ONLY small decorative patio lights shall be hung from the ceiling of the deck. These decorative lights must be attached with zip ties and cannot be permanently attached to the ceiling deck structure.

f. No holes or permanent fixtures shall be allowed on any part of the deck, structure or building.

g. Personal items are allowed only within the confines of the Unit's limited common element. Nothing can be hung over the outside deck, including flags. Nothing may cover the glass.

h. Prior to water or chemical cleaning on deck, owners/tenants are to contact residents below/above of such actions. This is in place to avoid damages of plants and furnishings that may be on neighbors' decks.

i. Bird feeders shall not be allowed on decks.

2. Gills, fire-tables, and patio heaters (collectively referred to as heating devices) may be placed and used by a Unit Owner on the deck of their Unit subject to the following conditions:

a. Only natural gas fueled heating devices are authorized.

b. The only fuel to be used by the heating devices shall be the natural gas supplied through the natural gas lights built into the building. No other heating fuel or power source shall be used.

c. All heating devices must be free-standing on the floor of the deck of the Unit. Heating devices must not be mounted, drilled into the deck itself, or secured, hung, or affixed in any way to the exterior of the building, the railings of the deck, or the girders or structure of the deck above.

d. Fire-tables must be glass-enclosed such that flames do not project outside the glass enclosure.

e. All heating devices must be used as designed; no modified or altered heating devices are authorized.

f. All heating devices shall comply with the 2006 edition of the International Fire Code, as interpreted by the City of Milwaukee Department of Neighborhood Services.

3. Unit Owners are responsible for the removal of all debris, trash, refuse, and recycling generated by their Unit. Trash shall be deposited in one of 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. *Please see Section 13 for additional information.*

4. A Unit Owner shall not erect any television or radio antennas or any other similar apparatus on any portion of the Condominium.

5. A Unit Owner shall not allow the unreasonable or unsightly accumulation of waste, litter, or any form of trash on the Limited Common Elements appurtenant to their Unit.

6. Unit Owners may not erect, install, place or post any object, sign, flag, light, sculpture, artificial or real vegetation, storm door or window, door knob or knocker, or other things in the Limited Common Elements.

SECTION 4 – BOAT SLIP RULES

1. Boat owners are liable for the repair or replacement of facilities damaged by their boat whether the boat was under the control of the owner or not.

2. No selling, advertising, or activities related to re-selling of boats by parties private or commercial is permitted.

3. All vessels shall be seaworthy and capable of meeting all Coast Guard requirements for vessels of the type. The Association reserves the right to remove any vessel not deemed seaworthy or hazardous to other boats, boaters, or premises at the owner's expense.

4. No carpeting, painting, boxes, or additional material of any kind shall be installed or stored on boat slips.

5. If an owner leases out their boat slip or allows another person to use their boat slip, the boat slip owner is responsible for their tenant, guest or invitees and shall inform them of these rules.

6. No fishing from boats while docked.

7. Boaters shall be responsible for disposing of their garbage and other refuse on the same day.

8. All boats shall be operated at "No Wake" speed when approaching the Waterfront slip area.

9. The period between 10:00 p.m. and 8:00 a.m. are designated quiet hours in the slip area. Boaters shall refrain from entertaining or using radios, etc. on boats and docks after 10:00 p.m. for the peace and comfort of all other unit owners and neighbors. During the day,

music of any kind shall be kept to an acceptable level, so as not to disturb unit owners, other boaters, and neighbors.

10. The only vessel to be in a slip shall be the owners, lessee, or owners' guest vessel.

11. Chartering for hire is prohibited.

12. Including but not limited to those commercial activities noted elsewhere in the rules, no commercial activity of any type shall be allowed.

13. No part of a boat shall extend over the dock walkway. Management reserves the right to move or retie any boat tied in a way deemed unacceptable by Management for safety reasons.

14. All boaters and their guests shall be responsible for closing the gate on the dock when entering and exiting the Waterfront slip area.

15. Unit Owners and their guests are prohibited from sleeping on their boats while docked at the Waterfront.

SECTION 5 – USE OF UNITS

1. Except for Unit 100 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.

2. 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.

3. A Unit Owner shall not apply any type of reflective film or coating on any window. The installation or use of window treatments or coverings visible from outside the Unit are limited to draperies, shades or blinds with the visible side being white, off-white, or light beige.

4. A Unit Owner shall not carry on any obnoxious or offensive activity in any Unit or the Common Elements, nor shall anything be done therein which may become an annoyance or nuisance to others.

5. 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 Waterfront Condominium Association.

6. A Unit Owner is prohibited from making any alteration, installation, removal, reconstruction, or repair to the exterior of its Unit or any portion of its Unit which is visible from outside the Condominium or the Common Elements.

7. Unit entryways are subject to the following rules:

    a. Unit numbers shall be visible at all times.

    b. No shoes, boots, door mats or other items are to be stored in the hallways at any time.

    c. No vases, flowerpots, miscellaneous decorations, bags, trash, or furniture shall be stored in the hallway at any time.

    d. Nothing shall protrude past the landing to your Unit.

    e. Delivery boxes shall be removed within 5 days after delivery and shall not be stored in the hallway. If you will be absent for a period of time, please make arrangements to have packages removed from the hallway.

SECTION 6 – SELLING AND LEASING OF UNITS

1. The Waterfront Condominium Association acknowledges that its owners may desire to sell their units from time to time. To clarify the rules regarding unit rental and sales signage and to ensure a convenient method of securing a lock box in the property, the following policy has been written.

2. No real estate-related signs shall be visible to the public on any unit or on the common areas of Waterfront at any time. This includes rental, for sale, and pricing-related signs. The exception is an "Open House" on the sidewalk during the time of open house.

3. Signage shall not be allowed at Waterfront's entry, posted on cars, displayed in windows, on the lawns or on the doors or windows of the units.

4. Lock boxes are considered an addition to the exterior of the building and prohibited without written approval by the Board or its designee.

    a. For Owners' convenience, realtor lock boxes will be allowed in the designated area provided. Lock box placement is allowed only on the handrail just west of the main entry of the building. A realtor shall attach or identify a lockbox with their credentials. Any lockbox that is unidentifiable shall be removed.

    b. Unit Owners may place a lockbox on their unit door.

5. At such time as the number of units that are leased is less than six (6) units, the Board of Directors shall grant permission to the next person in order on the waiting list to rent his/her

Unit. Such Owner shall have up to sixty (60) days from the first day of the month following the date when permission is given within which to lease his/her Unit. If the Unit is not leased by such specific date, the Owner shall lose privilege of such lease.

6. No Unit shall be leased without a written lease.

7. Any Unit Owner who enters into a lease for his/her Unit shall provide the Management Company with a copy of such lease within seven (7) days after execution thereof.

8. No Unit may be leased for a term of less than twelve (12) months. No transient or temporary leases are allowed.

9. A unit shall be leased for a maximum of 24 consecutive months. Once a unit has been rented for 24 months, the owner of that unit must request permission from the Board to lease their unit and they will be placed at the bottom of the waiting list, should there be any other owners waiting to lease their units.

10. A security deposit equal to 10 times the current Monthly Maintenance Assessment must be submitted prior to any lease beginning. The deposit will be returned at completion of the lease, minus any unpaid Assessments on the Unit or any damages to the common area.

11. A Unit Owner who leases his/her 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 the Association.

12. The rights of any lessee of any Unit shall be subject to the covenants, conditions and restrictions set forth in the Condominium Documents.

13. No pets are allowed in any unit that is leased.

SECTION 7 – HOMEOWNER AND TENANT REGISTRATION

1. Per the Declaration of The Waterfront, and in order to ensure that the Association and its management company have the ability to contact all residents (homeowners and tenants) in a timely manner for emergency, maintenance and management issues, The Waterfront homeowners are required to maintain current owner and resident contact information with the management company.

2. At the time of unit purchase and with any change of owner mailing address, or tenant status, all Unit Owners are required to contact the management company within 5 business days with current and complete information.

3. At least once per year, Unit Owners will submit The Waterfront Homeowner Registration Form which includes, but is not limited to, current mailing address, phone numbers,

residents' names, pet information – including pictures, homeowner insurance information, and occupancy status (unit owner, tenant, or vacant). (Annual Meeting notice time)

4. Blank registration forms are available in hard copy from the management company or in a blank PDF file on the Waterfront website (www.huntmanagement.com). To log into the website, you will need to contact client services at clientservices@huntmanagement.com to get your Security Key and set up an account.

SECTION 8 – PARKING AND GARAGE RULES

1. A Unit Parking Owner may park a well-maintained automobile or light truck in the driveway apron appurtenant to his Unit or in his Parking Unit; provided, however, no Unit Owner may park a camper, trailer, heavy truck, recreational vehicle or any other similar type of vehicle, or store any personal property in such areas.

2. A Unit Owner shall not use any parking area for the purpose of repairing or restoring any motor vehicle which is allowed to be parked on the Property; provided, however, a Unit Owner may use any parking area for the purpose of washing, cleaning, or waxing any motor vehicle which is allowed to be parked on the Property.

3. No parking is permitted in front of either trash room garage doors or in front of the lower-level garage riverside exit doors/maintenance technicians parking spot for any period of time. Vehicles will be ticketed or towed by City of Milwaukee Parking Enforcement without any warning.

4. Sale and Transfer of Parking Units. Any Parking Unit may be assigned or transferred by its Owner to another Unit Owner by a deed or instrument of assignment recorded with the Register of Deeds for Milwaukee County by describing such Parking Unit in such deed or assignment with reference to the Plat and providing a copy of the recorded deed or assignment of instrument to the Association for its records, whereupon such Parking Unit shall be appurtenant to and reserved for the use of the Unit referenced in such deed or assignment.

5. A Parking Unit may not be sold, transferred, or conveyed to a non-Waterfront Condominium Owner.

6. All garage doors shall be kept closed at all times, if Owner is not present in the garage.

7. No items of personal property shall be stored in the underground parking stalls or in front of vehicles in shared garages, except shopping carts, bicycles, tricycles, motor scooters, motorcycles, etc.

8. None of the above items, whether one or more together, shall be stored so as to require more area than that area within the parametrical boundaries of the parking space, nor shall such storage result in a vehicle extending beyond said parametrical boundaries.

9. Nothing stored in the garage shall be stored near or obstruct access to electrical panels, plumbing lines or equipment.

10. Nothing stored in the garage shall obstruct vehicle or pedestrian traffic.

11. Nothing stored in the garage shall create an unsafe, unhealthy, noxious, or offensive condition.

SECTION 9 – DECORATIONS AND SIGNAGE

1. Deck Decorations: No holiday or seasonal decorations of any kind shall be allowed on any Deck, with the exception of the following:

    a. Halloween: Halloween-specific decorations may be displayed between October 15 and November 5.

    b. Thanksgiving: Thanksgiving-specific decorations may be displayed between November 10 and December 1.

    c. Christmas / Hanukkah / Kwanza / Winter Holiday: Decorations for holidays celebrated in the month of December may be displayed from Thanksgiving until January 7.

    d. Decorations celebrating freedom, diversity, equality, emancipation, or the like may be displayed for a total of five days (two days before the celebration date, the celebration date itself, and two days after the celebration date).

2. A single United States Flag may be displayed at any time.

3. Sporting Teams: One team flag may be displayed.

4. Allowable flags shall only be 3' x 5' or smaller and cannot be hung or hanging outside of the deck enclosure.

SECTION 10 – SECURITY, MOVES, DELIVERIES

1. Blocking or manipulating garage or pedestrian doors of the building so they remain open is **strictly prohibited**. This poses a serious security risk to residents and their belongings by allowing entry by unauthorized persons as well as maintenance issues or failure of the door hinge and locking mechanisms.

2. Residents shall only “buzz” in visitors after verbal or visual confirmation of their identity. Anyone visiting that is not friend or family (i.e., contractors, delivery, sales people, etc.) should be escorted to and from the lobby.

3. Any residents or their guests that are found in violation of Waterfront security measures will be fined without warning at the sole discretion of the Board of Directors.

4. Plans for moves must be arranged with management at least 72 hours prior to the move.

5. A deposit of $500 must be received by the Management Company at least 24 hours prior to the moving date. The deposit will be refunded, minus any damages, within 7 days of the moving date.

6. The owner/resident must be present to admit movers.

7. Only the north elevator shall be used for the move. All material is to be transported in the elevator after protective pads and mats have been installed. The elevator shall only be locked out while material is transported.

8. All material shall be brought into the building through the west receiving area and trash room overhead door.

9. Doors shall not be propped open at any time.

10. Moves shall only take place between 8:30 a.m. and 5:00 p.m., Monday through Friday, or 9:00 a.m. and 4:00 p.m. Saturday.

11. Repair of damages caused to common areas shall be assessed against the owner/resident. If damage is a result of negligence, a fine may be assessed against the Owner in addition to the cost of repairs. These repairs shall be completed by a Board-approved contractor.

12. The owner/resident shall be responsible for all clean up as a result of the move.

13. Delivery trucks shall park on the street or in the driveway immediately in front of the west receiving area overhead door. Delivery trucks shall not block the sidewalk or any driveway.

14. Delivery trucks over the weight of three tons shall not be driven onto any pavement and must remain on the street.

15. Management shall be notified immediately when the elevator no longer needs to be locked out.

16. Boxes shall be broken down and disposed of in recycle bins in the trash room. They should not be put down the trash chute or placed in the recycling closet containers or in the trash chute stairway landing.

17. Owners/residents are responsible for disposing of all furniture, fixtures, equipment, carpeting and other large items. These items shall not be put in or near dumpsters, at the front curb or anywhere else on Waterfront property.

18. This rule applies to all moves, either into or out of the building. It also applies to deliveries of large items. A mover (as used herein) is a moving or delivery company or person (such as a moving company, an employee, a spouse, relative, friend, the owner/resident, etc.).

SECTION 11 – ANIMALS AND PETS

1. No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Unit or Common Elements, except that a Unit Owner may have one small dog or one small cat in their Unit. Animals shall not exceed 40 pounds. Any such animal cannot be maintained for commercial or breeding purposes. Animals over 40 pounds must be approved by the Board of Directors. Only one animal is allowed in a Unit, including visiting animals. The following dog breeds are not allowed, regardless of size: Rottweiler, Pit Bull, Doberman, German Shephard, and other attack dogs.

2. 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 when outside of the Unit.

3. All pets allowed to be kept on the Property shall be picked up after and all droppings are to be disposed of by the Unit Owner in control of the pet. Pet waste shall be picked up and the area thoroughly cleaned in the event a pet soils the elevator, lobby, hallways, garage, or outside entryway. Every attempt to prevent the pet from eliminating in the immediate area of the outside entry should be made.

4. 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.

5. Pet Owners are responsible for any damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used in attempt to remedy said damage or soiling is also the full responsibility of the Pet Owner.

6. Deck potty systems for dogs can be easily purchased or can be of your own design. However, all will have common and essential components:

    a. An artificial or natural grass surface.

    b. A particulate layer or a charcoal liquid absorbing filter, or something similar, under the surface layer.

    c. A same sized base made of plastic or metal with raised edges to ensure containment.

    Dog waste on the potty system must be fully removed immediately. The artificial grass surface should be cleaned regularly and replaced as needed. Natural grass surfaces will need regular replacement. The particulate layer or filter material must be changed regularly. The

base should be emptied and cleaned regularly. The deck potty systems should never be a source of offensive odors.

7. Any Owner or resident who keeps a dog or cat on the premises shall register such animal with Association management on the homeowner/tenant registration form.[1] Registration must include a current picture of each animal. The Unit Owner shall ensure that all vaccinations and inoculations required by law are up to date.

SECTION 12 - RECONSTRUCTION/REMODELING/RENOVATION

1. Plans for any remodeling which shall affect common areas/property or adjoining units, such as plumbing, electrical and alterations to unit walls, must be registered and approved by the Waterfront Board of Directors at least 14 days prior to commencement. Also, any remodeling plans that would cause disruption (noise, odors, etc.) to nearby residents of the Association must be approved by the Board. Work in progress is subject to inspection by a designated representative of the Board. All costs of inspection are the responsibility of the owner/resident. At the Board's discretion, a security deposit of $500.00 or 5% of remodeling costs, whichever is greater, may be required.

2. All Owners shall notify management at least 48 hours before work commences and the contractors/workmen/vendors shall check in the Onsite Maintenance Tech upon arrival.

3. The owner/resident or a personal representative shall be present to admit workers. The personal representative shall not be the Onsite Manager or any other employee of the Association. Keys, Access Codes and/or fobs shall not to be given out to contractors/workmen. The owner/resident or a personal representative shall be available to supervise the project and handle problems/issues that occur during the project.

4. Hallways, stairwells, garage, or any other common areas shall not to be used as storage or work areas.

5. All electrical and plumbing work shall be done by a licensed contractor and building permits shall be posted on site.

6. Materials shall be transported in the north elevator after protective pads and mats have been installed. The elevator may be locked out with prior arrangement with the Onsite Manager, during the hours of remodeling.

7. Waste removal shall be done by the contractors/workmen. No items are to be placed in the dumpsters, next to the dumpsters, at the front curb, or stored in any common area.

[1] This registration form should require the picture, so saying a picture needs to be included would be redundant. I have not seen this registration form though. I recommend a copy of the form be included as an appendix.

8. Caution shall be exercised with carpet replacement projects. Old carpeting shall be removed by the workmen/vendor; it is not to be placed in the dumpsters, next to the dumpsters, or at the front curb.

9. All remodeling work shall take place between 8:00 am. and 5:00 p.m., Monday through Friday. Work is not allowed on Saturdays or Sundays.

10. Vehicles belonging to the contractors/workmen shall be parked on the street.

11. If, after work has commenced, it is found that undue disruption of the security and tranquility of the other owners/residents is occurring through damage or excessive noise, the Board will notify the owner/resident that construction must stop immediately. Work may only recommence after appropriate, corrective steps have been taken. If construction continues after notification of the Board, the owner/resident is subject to a daily fine and possible legal action.

12. Repair of damages caused by contractors/workmen to common areas shall be assessed against the Owner. If damage is a result of negligence, a fine may be assessed against the Owner in addition to the cost of repairs. These repairs to common areas shall be done by a Board approved contractor.

13. Any additional time spent and work incurred by the Onsite Maintenance Tech shall be paid by the owner/resident at their current rate of pay, including benefits.

14. The Board of Directors reserves the right to limit the number of major projects occurring at the same time.

15. Contractors who are disruptive and discourteous toward Waterfront residents, guests, and/or employees shall be reported and the responsible owner subject to fine.

SECTION 13 – SPECIFIC MAINTENANCE INSTRUCTIONS AND REQUIREMENTS

1. Every Owner or resident should turn the exterior water spigot valve on inside their Unit by no later than May 15th annually to confirm there are no leaks or issues. The upper unit resident shall contact the lower unit resident prior to turning on and testing in case there is a leak.

2. Every Owner or resident shall turn off the water supply to their unit's exterior hose spigot before the first freeze occurs or no later than November 1st.

3. Should any Owner or resident fail to turn on/off the water spigot, and damage is caused to other units due to failure of compliance, the Owner of the unit will be assessed a fine of $10,000.00 or up to the Association's insurance deductible for each unit damaged.

SECTION 14 – RULES ENFORCEMENT AND GRIEVANCE PROCEDURES

1. The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):

   a. **A WRITTEN WARNING** **for a Unit Owner or resident's first new violation** of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit Owners comply with the Condominium Documents.

   b. **FIFTY DOLLARS ($50.00)** shall be assessed against a resident or Unit Owner for a second, substantially similar violation of the Condominium Documents (or for the violation that remains **7 days** after the Unit Owner has received the warning letter discussed in 1.a).

   c. **ONE HUNDRED DOLLARS ($100.00)** shall be assessed against a resident or Unit Owner for each successive substantial similar violation of the Condominium Documents.

   d. Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS ($500.00) shall be assessed for each violation** of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:

      1. The violation is in direct defiance of a previous mandate from the Board of Directors.
      2. The violation was malicious in its intent.
      3. The violation is evidence of a pattern of the or Unit non-compliance with the Condominium Documents.
      4. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. *(i.e. if alterations are made that cannot be restored to their original state.)*

2. Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

3. Attorney Fees.

   a. The Board may also assess a Unit Owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.

   b. In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, 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. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the Unit Owner's mortgage company in which the Association is named a defendant, the Association shall be entitled to collect from the Unit Owner all of its costs and expenses, including reasonable attorney fees. **This Rule does not apply to Owners' fair housing complaints, neither State nor Federal**.

4. Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 7 calendar days of the notice of the violation or fine. If no demand is made within 7 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

5. Grievance Committee Rules and Procedures:

   a. The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.

   b. The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be ad hoc and appointed on an as-needed basis by the Board of Directors.

   c. For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.

   d. Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.

   e. Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:

      (1) A letter shall be sent by certified mail, return receipt requested, informing all parties:

         (a) Of the time, place and date of a hearing before the Grievance Committee.

         (b) Of the right to counsel.

         (c) That evidence shall be received and a record made whether or not the party complained against attends.

(2) The hearing shall be divided into two (2) sections:

(a) The hearing.

(b) The determination and decision.

(3) The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.

(4) The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.

(5) If the complainant, or their representative, fails to appear at the hearing a without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.

(6) If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.

(7) The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

f. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:

(1) The award was procured by corruption, fraud or undue means.

(2) There was evident partiality or corruption on the part of the Grievance Committee, or any of them.

(3) The members of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause show, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced.

(4) The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

HUNT MANAGEMENT INCORPORATED

WATERFRONT RULES & REGULATIONS

TRANSIENT TENANCY RULE AMENDMENT AND RESOLUTION

February 27, 2024

Whereas Section 6 – Rules and Regulations. No Unit may be leased for a term of less than twelve (12) months. No transient or temporary leases are allowed.

Whereas Section 14 – The Board reserves the right to fine a unit owner minimum of $50 per day for any and every violation of the above rules and regulations.

Now Therefore the Board of Directors has resolved to amend the Section 14 – as they relate to any transient tenancy such as AIRBNB, VRBO, event rentals, etc. to levy a fine of not less than $2,500 per day of violation.

Adopted this 27th day of February 2024.

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