The Waterfront

(Updated April 28, 2020)

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Rules and Regulations for The Waterfront Condominium Association, Inc. These Rules and Regulations may be amended or repealed by the Board of Directors at any time during the existence of the Condominium.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.

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A. USE OF UNIT AND COMMON ELEMENTS

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

3. 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.

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

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 Condominium.

6. All barbecue grills and heaters on any portion of a deck or balcony must be natural gas fueled only.

7. No balconies or decks shall be used for storage of motorcycles, bicycles, baby carriages, children's toys, sporting goods and other similar items.

8. 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.

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

10. 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.

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

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

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

14. No hot tubs may be installed or allowed on any deck.

15. 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.

16. 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.

B. ANIMALS

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 unit. Animal shall not exceed 40 pounds and provided that such animal is not 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 Shepard 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.

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 waste must 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.

6. Pet Owners are responsible for any damaged 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.

C. SIGNS

1. 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 Board of Directors.

2. The Unit Owner of Unit 100 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 Unit 100.

D. LEASING OF UNITS

1. No Unit may be leased without a written lease.

2. 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.

3. No Unit may be leased for a term of less than six (6) months. No transient or temporary leases are allowed.

4. 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.

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

6. 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.

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

8. A unit may 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.

9. 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.

10. The Board reserves the right to fine a unit owner $50.00 per day for any and every violation of the above rules and regulations.

11. The Board may use its discretion to allow leases which may be in violation to any of the above rules and regulations.

E. PARKING

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 vehicle, or store any personal property in such areas.

2. A Unit Owner may 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 and 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. All garage doors need to be kept closed at all times, if owner is not present in the garage.

F. MOVES/DELIVERIES

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

2. 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.

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

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

5. All material is to be brought into the building through the west receiving area and trash room overhead door.

6. Doors cannot be propped open at any time.

7. Moves may 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.

8. Repair of damages caused to common areas will 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.

9. The owner/resident is responsible for all clean up as a result of the move.

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

11. Delivery trucks over the weight of three tons may not be driven onto or parked in any other area of the parking lot.

12. Management must be notified immediately when the elevator no longer needs to be locked out.

13. Boxes must 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.

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

15. 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.). A fine of not less than $500 will be levied on an owner/resident who does not give notice of a move/delivery as outlined above in section 1 and 2. Failure to comply with sections 3 through 13 will result in a fine of not less than $100.00 per violation, which will be compounded for repeated violations. These fines are in addition to any costs or damages recoverable by the Association. The Board will resort to legal action if necessary.

G. GARAGE STORAGE

1. 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.

2. 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.

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

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

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

H. WATER SPIGOTS

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

2. Every owner or resident must 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, and damage is caused to other units due to failure of compliance, the owner of the unit will be assessed a fine of $2,000.00 for each unit damaged.

I. RECONSTRUCTION/REMODELING/RENOVATION

1. Plans for any remodeling which may 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 10% of remodeling costs, whichever is greater, may be required.

2. All contractors/workmen/vendors must register with the Onsite Manager at least 48 hours before work commences.

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

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

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

6. Materials are to 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, but not between the hours of 6:00 to 9:00 a.m. or 4:00 to 6:00 p.m.

7. Waste removal is to 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.

8. Caution is to be exercised with carpet replacement projects. Old carpeting must 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 must 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 are to 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 in addition to legal action.

12. Repair of damages caused by contractors/workmen to common areas will 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 are to be done by a Board approved contractor.

13. Any additional time spent and work incurred by either the Onsite Manager must 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 will be reported and the responsible owner subject to fine.

16. A fine of $100.00 will be levied on an owner/resident who does not give notice of a reconstruction/remodeling/renovation project as outlined above. Failure to comply with each rule shall result in a $50.00 fine per violation, which will be compounded for repeated violations. These fines are in addition to any costs or damages recoverable by the Association. The Board will resort to legal action if necessary.

J. LOCKBOXES

1. Lockboxes for realtors are the only lockboxes allowed outside of the entrance of the building on the railing. Lockboxes must be clearly marked with the realtor information on the backside of the lockbox and removed immediately upon closing. Unauthorized lockboxes will be removed without notice.

CORRECTIONS, CHANGES AND ADDITIONS TO RULES

1.) Section B, **ANIMALS**, clarify that only one animal is allowed in a unit. “Only one animal is allowed in a unit, including visiting animals.”

2.) Section B, **ANIMALS**, #5 added. Pet waste must 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.

3.) Section B, **ANIMALS** , #6 added. Pet Owners are responsible for any damaged 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.

4.) Section E, **PARKING,** #4 added the following language: “All garage doors need to be kept closed at all times, if owner is not present in the garage.”

5.) Added Section J, **LOCKBOXES,** #1 added: “Lockboxes for realtors are the only lockboxes allowed outside of the entrance of the building on the railing. Lockboxes must be clearly marked with the realtor information on the backside of the lockbox and removed immediately upon closing. Unauthorized lockboxes will be removed without notice.

IMPORTANT INFORMATION
Please keep this information with your Governing Documents
Waterfront Condominium Association, Inc.

RESOLUTION FOR A NEW RULE

WHEREAS the Board of Directors of the Waterfront Condominium Association, Inc. has the power and duties to handle the administration and affairs of the Association including the management and operation of the condominium property.

WHEREAS the Board of Directors shall from time to time adopt and update rules and regulations governing the operation, maintenance and use of the units and the common elements and facilities by the unit owners and occupants, pursuant to Article IV, Section 4 (a) of the Bylaws.

WHEREAS, there is a need to update a rule for political signage to be in compliaint with the Wisconsin Statutes 703.105 – Display of political signs.

WHEREAS, Section C (1) of the Rules and Regulations state: Except as permitted herein, no signs, displays, posters or advertising material of any kind shall be displayed from any Unit or Common Element without prior written approval of the Board of Directors.

LET IT BE IT RESOLVED that: Political signs advocating the election of an individual or individuals to public office, which are not larger than 22" by 14", may be displayed from the window of a unit. Such signs may be displayed no earlier than thirty days prior to the election and must be removed no later than ten days following such election.

The Board of Directors adopted this Resolution on the 29th day of September, 2020.

HUNT
MANAGEMENT
INCORPORATED
SINCE 1982

A Community Presence

October 1, 2020

TO: ALL WATERFRONT CONDOMINUM OWNERS & RESIDENTS

RE: UPDATED RULE - SIGNAGE

Attached please find the updated Rule on signage that was passed at the Board Meeting on September 29, 2020.

Please review this document and attach to your personal governing documents.

Thank you,
Hunt Management, Inc., AAMC
Management for Waterfront Condominium Association, Inc.

Christy True

Christy True, CMCA, AMS
Property Manager

Enclosure

10520 N. Baehr Road, Suite Q
Mequon, WI 53092

huntmanagement.com
888-305-1071

Phone: (262)238-1480
Fax: (262)238-1485

HUNT
MANAGEMENT
INCORPORATED
SINCE 1982

A Community Presence

March 18, 2021

TO: ALL WATERFRONT CONDOMINUM OWNERS & RESIDENTS

RE: UPDATED RULE – SALE OF PARKING UNIT

Attached please find the updated Rule on the sale of parking units that was passed at the Board Meeting on February 24, 2021.

Please review this document and attach to your personal governing documents.

Thank you,
Hunt Management, Inc., AAMC
Management for Waterfront Condominium Association, Inc.

Christy True

Christy True, CMCA, AMS
Property Manager

Enclosure

10520 N. Baehr Road, Suite Q
Mequon, WI 53092

huntmanagement.com
888-305-1071

Phone: (262)238-1480
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RESOLUTION OF THE BOARD OF DIRECTORS REGARDING SALE OF PARKING UNITS

The Waterfront Condominium Association, Inc.

Introductory Recitals

1. It is the objective of The Waterfront Condominium Association, Inc. (the "Association") to clarify the Association's rules regarding sale of Parking Units.

2. The Association desires to restrict the sale of Parking Units to only other owners in the Waterfront Condominium for purposes of safety, continuity of residence and increased compliance with Association rules.

3. The Board of Directors has the power and authority to adopt these rules and regulations pursuant to the By-Laws Article IV, § 4(a) and Article VIII, § 1.

Resolution

THE BOARD OF DIRECTORS HEREBY RESOLVES AS FOLLOWS:

Section E of the Rules & Regulation, titled "PARKING," is amended by adding the following paragraph:

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

Amendment Considered by Board of Directors

At Meeting, 02/24/2021 (Date)

Motion made by: Deb Markus

Seconded: Jim Rozewicz

(Yes/No)

In Favor: Yes

Opposed: _____

Signed: James J. Rozewicz

Secretary

Signature: James J. Rozewicz (Mar 4, 2021 15:07 CST)

Email: jrozewicz@wi.rr.com