

MARINA CLIFF – PHASE I, INC.

RULES, REGULATIONS & ENFORCEMENT PROCEDURES

January 2024

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I. INTRODUCTION

The Board of Directors of Marina Cliff — Phase I, Inc. ("Marina Cliff") would like to welcome you to Marina Cliff Condominium Association. We are pleased that you have chosen to reside at Marina Cliff and hope that you will enjoy your home.

Condominium living can be a satisfying experience and may require adjustment for some individuals. When we each purchased our unit, we bought into a practical investment that we can enjoy without spending major time and energy on outside upkeep.

Rules governing the day-to-day use of the property have been adopted by the Board of Directors as detailed in this booklet. All residents are subject to all provisions of the Condominium Declaration, Article of Incorporation, Bylaws, and these Rules. At times, these documents or actions taken by the Board might not be in direct accord with actions that an Owner might take for a private residence. However, as in any group enterprise, condominium living requires a degree of compromise for the benefit of all. It is essential for all Residents to demonstrate an attitude of courtesy, responsibility, and community involvement.

Rules and Regulations. The Board of Directors may, from time to time, adopt rules and regulations governing the operation and maintenance of the common and limited common areas. Such rules and regulations shall not be inconsistent with the terms of the Declaration, or the contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective units and the common areas and facilities by persons entitled thereto.

With your purchase you took on the responsibilities of pride in unit ownership and respect for others and the common areas. This Handbook contains rules and policies that spell out those responsibilities. Should you have any questions, concerns about anything in the Condominium Declaration, Article of Incorporation, Bylaw or in this Handbook or have questions about the property, please contact the Management Company.

The Board of Directors strives to be fiscally responsible with the Association budget. All owners are encouraged to volunteer some of their time and abilities to the Association. If you have any questions or wish to volunteer for a committee or help in some way, please contact the Management Company.

II. HANDBOOK DEFINITIONS

"Management" will mean the manager or management company, if any, retained by the Association. If no manager or management company is retained by the Association, the "management" will mean Board of Directors

Management Company: Organization that is retained by the Board of Directors to fulfill operational and customer service functions on behalf of the Association.

Board of Directors: Serves as the governing body of the Association. The Board works closely with the Management Company to negotiate contracts, ensure documents are filed, collect Association dues, fines and assessments, adherence to the Association rules and regulations in addition to state and local laws.

Association: The Condominium Association is a non-profit organization of all unit owners within the Marina Cliff development.

Owner: The individual whose name is on the deed to the property.

Resident: Any individual living in the property with the Owner of the unit.

Tenant: Any individual living in the property with the Owner and paying rent to an Owner who purchased their unit prior to July 15th, 1996.

Visitor or Guest: Any individual who is invited by an Owner, Resident, or Tenant to the property for a limited duration of time, not to exceed 30 days.

III. USEFUL INFORMATION

A. LOCAL SERVICES

Emergency (Police, Fire, Rescue)	911
South Milwaukee Police Department (non-emergency)	414-768-8060
2424 15 th Ave	
South Milwaukee Fire Department (non-emergency)	414-768-8191
929 Marshall Court	
South Milwaukee City Hall/City Clerk.....	414-762-2222
2424 15 th Ave	
South Milwaukee Library.....	414-768-8195
1907 10 th Avenue.....	phone renewals 414-277-0183
Street and Sanitation / Special Pickups.....	414-768-8075
Chamber of Commerce.....	414-762-2222
Health Department.....	414-768-8055

School District Office..... 414-766-5000

Grobschmidt Senior Center..... 414-768-8045

Voting - Marina Cliff is located in Ward 5, Aldermanic District 2
Residents vote at: Divine Mercy Parish -- 800 Marquette Ave. South Milwaukee

IV. CONDOMINIUM DOCUMENTS

Each Owner should receive a copy of the condominium documents from the previous Owner. It is the responsibility of the unit owner to provide the governing documents to new unit owners.

Electronic copies of the governing documents can be obtained free of charge with the Management Company via the online portal. If an owner cannot provide a hard copy to the new owner, the governing documents can be provided, for a fee, from the Management Company

V. RULES AND REGULATIONS

Relative to all the Rules, Owners will be responsible and liable for the actions of their Residents and Guests. Non-compliance of any rules may result in a fine per fine schedule.

A. GENERAL RULES

1. In the event of an emergency, for example an active fire alarm, the Board of Directors and/or management company has the authority to enter a unit in the absence of the owner to address the emergency. See Governing Documents/Declaration, paragraph 17 for maintenance, repair, and replacement of Common Areas and facilities and for making emergency repairs to prevent damage.
2. Residents are responsible and liable for the conduct of all persons living with them and their guests.
3. Every Resident must maintain the limited common areas adjacent to their unit in proper working condition, including, but not limited to, the maintenance, repair, or replacement of carpeting installed on patios or entryways, mailboxes, damaged screens on doors and windows or broken doors or windows.
4. Owners Behaviors.
 - a. Unit Owners and Board Meeting Behavior. Owners are expected to conduct themselves in a professional manner when attending any meeting of the Association. Professional manner is defined as:

- i. Speaking only when recognized by the Chair.
 - ii. Speaking to the issue under discussion; and
 - iii. Listening without side comments when others are recognized to speak.
 - b. Contact the Property Manager. All Unit Owners, tenants and guests should communicate all their compliments, concerns, complaints, and suggestions to the Property Manager, including any related to other residents, guests, vendors, or suppliers. Unit Owners, residents and guests are expected to treat the Property Manager, its agents, and employees in the following manner:
 - i. Courteously.
 - ii. Respectfully.
 - iii. Restraining from personal or abusive written or verbal attacks.
 - c. Contact with Suppliers and Vendors to the Association. Unless requested by the Board or the Property Manager to communicate with a Supplier or Vendor of the Association, Unit Owners, tenants, and guests will not:
 - i. Communicate with suppliers or vendors of the Association; or
 - ii. Give directions or orders to suppliers or vendors of the Association
5. All Residents must maintain, repair, and replace within their units anything that could affect other units or the Common Areas. Atrium roofs, atrium covers, and any atrium skylights are the responsibility of the unit owner to maintain, repair and replace. However, no work may be done on these items without the written approval of the Board of the specific plans and procedure to be followed. In an effort to protect the Common Area roof and provide uniformity to the external appearance of the building complex, the Board may, in its sole discretion, perform exterior maintenance, repair or replacement of skylights, atrium roofs and atrium covers and assess the cost of that work back to the unit to which the skylight or atrium roof or cover belongs or in any other equitable manner as reasonably determined by the Board.
 6. No solicitation of any kind is allowed on the property. Distribution of the Association minutes or materials by the Board of Directors will not be considered solicitation.
 7. Any unit Owner, resident or guest that performs work or services for the benefit of the Association (e.g., snow shoveling, minor gardening) in or on the Common Areas and Limited Common Areas does so at their risk, and the Association will not be liable for any injuries or damages caused by such action.
 8. Owners are responsible for personal property and equipment. They should take reasonable precautions; install secure locks; carry adequate insurance; report any vandalism or theft to the Police Department. In the case of extended absences, ask a

neighbor or family member to monitor the unit and take in mail, papers, and packages (or cancel them).

9. Owners who may be absent from their Unit for an extended period during the winter season should refer to Section M, Shared Resources, Number 2, Water, Letter G regarding water and electric requirements during their absence.

B. EXCESSIVE AND HARASSING CONTACT

Residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other condominium members, residents, guest, occupants, invitees or directed at any Management, Board Members, its agents, its employees, or vendors.

Harassing behavior will include any unwelcome contact, and excessive contact (email, texts, phone calls, mail, or visits to a home or place of service) to management, its agents, its employees, or vendors, the Board, or other residents.

Excessive is defined as more than one (1) contact; either email, text, phone call, mail, or visit to place of service, per week about the same subject or concern.

If a question has been asked and answered and is still being asked, that will be construed as excessive.

Unit Owner concerns should be in written form to the Management Company, either via US mail or email. This will assure that there is a written record of all communications. If a Unit Owner has more than one concern, they should be addressed in one communication. Those concerns may be acted on individually or as a group by the Board or management company, dependent upon the concerns or situations. The Unit Owner will be notified by the Board or management company what determination was made about their concern by email, if possible, or by US mail.

All harassing or excessive contact as described above will result in fines.

In addition, no Unit Owner may interfere with any contracted vendor performing work at the direction of the Board or the Management Company. That will be deemed as harassment and will be subject to possible fines.

Finally, any disruptive or harassing behavior by a Unit Owner or his or her proxy holder at an owners' meeting will result in fines being assessed to the Unit Owner.

Fines for violating any of the above rules will be as follows. 1st offense \$50.00, 2nd offense \$100.00, 3rd offense \$200.00, 4th offense \$400.00, 5th offense \$800.00 and the 6th and all future offenses \$1,600.00.

C. LIMITED COMMON AREAS

Limited common areas include patios, immediate garden beds, entryways, porches, decks, parking spaces, and carports.

Although owned in common, these areas are designated for use by an individual unit owner.

But their visibility creates an impression of the entire complex, and their proximity to the neighbor's limited area creates a need for responsible use. These rules govern that use.

1. Unit owners must keep the limited common area connected to their units in a clean and orderly condition.
2. Owners
 - a. May place appropriate seasonal decorations on unit entry doors but must be removed by the end of the specific holiday or season.
 - b. May decorate the patios and porches with seasonal movable patio furniture and plants but may not add any permanent structures.
 - c. May use mats and/or rugs in good repair in entryways.
 - d. May use carports and porches for limited storage only: bicycles, brooms, shovels, for example. In the 3-bedroom units, nothing can be chained to the handrails.
 - e. Must find storage space inside the unit for household items like ladders and pails; collections of newspapers, bags and garbage cans; old furniture and plywood and similar items.
 - f. Must dispose of screens, tires, batteries, gas cans, motor oil and other flammable materials, etc. at the appropriate disposal centers or call the city for a special pickup for large household goods.
 - g. Must keep all limited common areas free of any accumulations that become an eyesore or a health or fire hazard. Simply, owners must use the areas as intended, not as storage space for all those extra articles, used or unused.
 - h. The use of any objects which can damage another owner's property is prohibited on Marina Cliff property. This includes, but is not limited to baseballs, bats, CO²/pellet or paint ball guns, fireworks or firecrackers. Residents are responsible for knowing and abiding by the City of South Milwaukee laws.

D. RENTALS

Unit Rentals

As stated in the Association Bylaws, unit rental is ONLY permitted for Owners who purchased their unit prior to July 15th, 1996. All qualified Owners, who are grandfathered in who rent their units must do so in accordance with the following rules and regulations.

1. A copy of the lease agreement must be supplied to the Management Company no later than 10 days after its execution.
2. Provide tenants with a copy of the Governing Documents. The lessee under every such lease shall be bound by and subject to all the obligations under the Declaration, Bylaws and Rules and Regulations and the lease shall expressly so provide. Every lease shall also expressly provide that the Association may exercise against the lessee all remedies available to the Association against the Owner. The Owner is responsible and liable for the conduct and actions of his or her tenants.
3. Maintain a timely payment history of dues and assessments.
4. Unit owner's tenants are required to have Renter's Insurance along with the Unit owner's Homeowner's insurance. Proof of insurance needs to be provided to the Management Company.
5. Policy Enforcement and Fines
 - a. Unit Owners who purchased on, or after July 15th, 1996, who are found to be renting their unit, are subject to an incremental fine structure. A fine of \$200.00 will be implemented upon discovery that the unit is renter occupied. The amount of the fine will escalate by increments of \$200.00 for each month the unit remains tenant occupied but will not exceed \$1,000.00 per month.
 - b. Owners will be responsible for tenants who violate the Bylaws, Declaration, Rules and Regulations, and all other controlling laws.
 - c. All fines subject to violations of the Bylaws, Rules and Regulations will be levied on the first day of the month and will be the obligation of the Unit Owner along with regularly scheduled monthly dues and will be subject to the \$50.00 late fee if not paid by the 15th day of the month.
 - d. By imposing a fine for violation of the rental rules and Bylaws the Association does not waive or relinquish all rights and remedies that are available under the law.
6. This Rental rule and procedure may be changed at the discretion of the Board of the Directors with an approved amendment.

Short term Rentals

Marina Cliff will not allow short term rentals. A short-term rental is defined as a rental that lasts from one night to 90-nights. This includes, but is not limited to Vrbo, Airbnb, Craigslist and any other phone, internet and/or verbal/written advertisements. This will include charging any fee or receiving any monetary gain from a short-term rental.

This applies to both full unit rental or room only rentals, whether the owner is present at the time of the short-term rental.

E. ANIMALS/PETS

1. No animals, livestock, poultry, or exotic animals of any kind shall be raised, bred, or allowed at Marina Cliff, except for a total of two (2) cats or dogs or one (1) cat and one (1) dog per residence (unit).
2. All Owners of dogs and cats must, upon request of the Property Manager or Board, be able to provide proof of compliance with licensing requirements and proof of certificate from a licensed veterinarian of distemper and rabies shots. All dogs and cats must be licensed.
3. The Unit Owner, as well as the animal owner, is responsible and liable for any damage to property or injury caused by their pet(s). Unit Owners are responsible for repairing/reseeding any damaged grassy areas at their own expense. The newly reseeded area must be marked and roped off to prevent lawnmower damage. Once the grass is grown, the owner needs to remove the marked and roped area to allow lawn care to resume.
4. All pet owners must carry a disposable bag to pick up feces and dispose of them immediately in the proper garbage dumpster, located between buildings. This is a city ordinance.
5. Owners and residents who observe individuals not complying with dog waste pick up should report incidents, preferably with photographic evidence, to the management company. Any reporting is held in confidence and will not be disclosed by management to the offender.
6. All pets outside the confines of the Unit must be restricted on a leash by a person capable of controlling the animal, per city ordinance.
7. Visiting pets are allowed for up to 30 days in any 12-month period, with written consent from the Board for a longer stay. All visiting pets must have rabies and distemper vaccinations prior to coming onto the property. The resident inviting the guest and pet is liable for any damage or injuries caused by the pet.

8. No pets or visiting pets are allowed to be staked, roped, tethered, or caged outside at any time.
9. Pet owners are responsible for controlling their dog's barking. Pet owners are required to control excessive barking that disrupts the neighborhood, at all times whether outside or inside. This includes excessive barking that may occur when owners are not home.

F. EXTERIOR WALLS AND ROOFS

1. Owners:
 - a. Are not allowed to paint or change the outside of their Unit or install a canopy or awning outside their Unit. Owners must follow the original design aesthetics and colors of the complex when making replacements or alterations that affect the exterior. This includes windows, doors, and outside lights. Owners must receive Board approval before making any replacement purchases.
 - b. May install atrium covers only according to the contractor requirements and must properly tie into the main roof system so that the terms of the roof warranty are not violated. Contact the Management Company for atrium/roof specs and requirements. Refer to Section 5 - Contractors for further requirements.
 - c. Antennas and satellite dishes may be installed after receiving approval from the board. Owners should contact the management company to identify the proper location before installation.
 - d. No one is allowed on the roof without the written permission of the Board. This applies to all contractors, including for the installation of skylights on atriums, atrium covers, antennas, and satellite dishes. Refer to Section 5 – Contractors for further requirements.
 - e. Owners and residents cannot attach anything to the siding or hang anything from the soffit, including but not limited to hanging baskets, wind chimes or security cameras. Owners wishing to install a camera must ask the Management Company for guidance on approved locations.

G. PARKING & DRIVEWAYS

1. Each Owner and/or Resident must park in the units two assigned parking spaces or any space they have obtained written authority to use from another Owner, which must also be sent to the management company.
 - a. Owners and/or Residents are not permitted to park in visitor parking spaces.
 - b. Vehicles must be parked within the painted lines and should provide clearance for neighboring vehicle doors to open.
 - c. Extended cab and oversized vehicles cannot exceed the painted lines to ensure emergency vehicles can navigate through the drives.

2. Owner, resident, or guest may not park:
 - a. In front of fire hydrants, as per city ordinance.
 - b. In fire lanes, as per city ordinance, except when actively loading/unloading a vehicle, up to 20 minutes.
 - c. In front of dumpsters on garbage pickup days. Owners of assigned parking spots in front of dumpsters are responsible for moving any vehicle in these spots before 8am on pickup days.
 - d. In front of any of the Units overnight or during the day, except for the short time needed for deliveries, loading, and unloading, up to 20 minutes.
3. Owners and Residents must:
 - a. Remove vehicles from parking spaces during snowplowing operations, approximate times to be advised by the Board of Directors or Management per the snow plowing contract. As a general rule:
 - i. if there is heavy snow overnight, remove cars by 9am from parking lots to allow plow to clean all parking spaces.
 - ii. if the snowplow is on the property, remove cars immediately except for cars under carports.
 - iii. if the owner/resident will be absent during snow plowing season, they should leave a car key with a neighbor or someone they trust so the car can be moved for snow plowing.
 - b. Remove from the Marina Cliff Common Area all inoperable vehicles, boats, campers, RV's, trailers & similar recreational equipment by November 1st of each year. Recreational equipment can only be on kept on the Marina Cliff Common Area after April 1 thru November 1 each year.
 - c. Maintain their car stop aligned with the lower overhang wall or rest against wall. (Applies to 3-bedroom units)
4. Owner, Resident or Guest must not:
 - a. Use the driveway for any purpose other than as entry or exit from Marina Cliff.
 - b. Permit children to use the parking lot as a playground or for riding bikes, skateboards, skates, scooters, or for other motorized toys.
 - c. Store any personal property, other than items specifically authorized in the condominium documents (e.g., vehicles in the parking spots) in any common area.

- d. **Exceed 5 MPH** when driving on the driveways or parking areas, as per city ordinance.
 - e. Emit excessive car noise (music or otherwise) – refer to section H. Noise Levels.
- 6. Residents may perform minor vehicle maintenance, limited to topping off fluids and cleaning the interior of the car. Residents cannot perform oil changes, engine or brake repairs and car washing.
- 7. Violators of the above parking and driveway rules may have their vehicle(s) ticketed and/or towed, or both, and will incur fines per our fine schedule. In such an event, any fine or expenses, such as towing and storage, are the responsibility of the unit owner.

H. LANDSCAPED AREAS

1. Owners, Residents, and Guests:

- a. The use of any objects which can damage another owner's property is prohibited on Marina Cliff property. This includes, but is not limited to baseballs, bats, CO²/pellet or paint ball guns, and fireworks or firecrackers. Residents are responsible for knowing and abiding by the City of South Milwaukee laws.
- b. Should keep children from climbing and/or playing in dumpsters, on retaining walls or in the trees, shrubs, and flowers.
- c. May not alter the common area landscaping by planting flowers, seedlings, plants or shrubs without the written permission of the Board. Two-bedroom unit owners may not plant anything or place decorations in front of the units gate or along the sidewalks. Seasonal potted flowers or plants can be placed on decks/patios or entry area. Hanging baskets from the fascia is strictly prohibited.
- d. Owners cannot place anything on the grass including, but not limited to solar lights, decorations, shepherds' hooks, seasonal display, etc. to obstruct our groundskeeping contractor from performing weekly lawncare maintenance.
- e. Should keep all vehicles and trailers, bicycles, large children play equipment or toys with wheels off the grassy areas, common areas, and/or parking lot and driveway.
- f. Should not litter and do what you can to keep the complex clean and presentable.
- g. Should report observations on landscaping needs to the Board or management company.
- h. Owners of units A & J, should keep the garden beds along the building adjacent to their units in good condition, including weeding.

I. FIRE SAFETY

1. Owners should follow fire-safety practices outlined by the city Fire Department:
 - a Take care with candles, kerosene lamps, stoves, microwaves, Christmas trees, cleaning fluids, smoking materials; keep children away from matches.
 - b Avoid overloading electrical circuits and do not lay electric wires under throw rugs or carpet. Multiple power strips should not be connected to act as extension cords.
 - c Have a working fire extinguisher (all-purpose ABCD type recommended) and a box of baking soda handy for grease fires, as required by city ordinance. Ensure fire extinguishers are not expired.
 - d Observe the state law requiring a smoke alarm near each bedroom and recommending one on each floor.
 - e Check and replace batteries of smoke alarms, at a minimum every 6 months.
 - f Keep hallways, stairways, and exit doors free of all obstructions. Provide two exits for each sleeping area.
 - g Keep fire lanes open except for brief periods (no more than 20 minutes) needed for deliveries, or active loading/unloading of vehicles.
 - h Fire pits (wood or propane) are not allowed on Marina Cliff property.
 - i Keep grills 10 feet from the building.
 - j Do not dispose of hot coal in dumpsters. Coal must be completely cooled off and doused in water before disposing of it.
2. In coordination with the state public smoke-free policy, no outside cigarette or cigar smoking, vaping, or recreational drugs is allowed within 15 feet from building structures in order to prevent smoke from entering other unit owner homes. Cigarette/Cigar butts and ashes should not be left out in the open but properly extinguished and disposed of inside the unit. This means not on the ground in or on carports, patios, decks, front porch entryways, or parking lots.
3. Gas and electric meters require immediate and unimpeded access to shut-off the lines in the event of an emergency:
 - a Two-bedroom units with the gated cover in front of the meters must be kept free and clear of clutter. This area should not be used for personal storage.
 - b Three-bedroom units are also required to keep the area around the meters in the carport free and clear of clutter to allow immediate access.

J. NOISE LEVELS

1. All residents have a right to quiet and privacy without disturbance by loud noise, obnoxious behavior or harassment from neighboring units or common areas **AT ALL TIMES**. Everyone needs to take into consideration that many owners are now working from home and work various shifts and are entitled to work and sleep peacefully within their homes at any time. Excessive noise that disrupts your neighbors at **ANY TIME OF DAY OR NIGHT**, in their home is not allowed. In addition, Marina Cliff has a "No Noise" night-time curfew between the hours of 10 PM and 9 AM. Furthermore, City of South Milwaukee curfew enforcement can be found at <https://www.southmilwaukee.gov/309/Municipal-Code> under Chapter 24 Public Policy, Welfare, and Morals (24.09 Unnecessary Noise).
2. Loud-blaring music, speaker systems, televisions, loud cellphone speaker/Bluetooth conversations are not allowed anywhere on the property, to include inside or outside of vehicles or in entry ways or on patios. Noise levels should be kept at a level that will not disturb other Residents or Guests. Sound echoes here so please be courteous to your neighbors with any loud noises.
3. In the event you are disturbed by noise from another Resident or Guest, the Board of Directors recommend that you first talk to the person(s); but, if that is not successful, then contact the police.

K. SIGNS

1. Unit Owners may not display, hang, store or use any sign outside their Unit, in an entryway or elsewhere on the property, which may be visible from the outside of their Unit without prior written permission of the Board or the Property Manager.

The sole exceptions to this rule are:

- a. The United States flag may be displayed at any time.
- b. "For Sale" signs may only be displayed in windows/doors while a unit is listed for sale and open house signs outside only during open house times.
- c. Political candidates' signs may only be displayed in windows/doors from 3 months before an election until the day after the election.

L. WINDOW DRESSINGS

Owners/residents must hang proper window dressings on all windows: traditional draperies, curtains, blinds, shades, or inside shutters only, within 30 days of occupancy. Some examples of items not allowed are blankets, sheets, or cardboard.

M. SHARED RESOURCES

1. Sump Pumps and Pipes

- a. Flushable wipes, including baby wipes, cannot be flushed in toilets as these will clog the sewer system. Please dispose of these with your trash.
- b. The sump pumps are common property and located in the A and J units of each building.
- c. Each Resident is responsible to report any problems with a sump pump to the Management Company immediately upon noticing a problem.
- d. In an emergency, the Association may enter a unit to service a sump pump in the owner's absence.
- e. In the two-bedroom buildings, two units share a common drainpipe. In the three-bedroom buildings, units have separate drainpipes, but common service pipes. Service pipes are pipes which connect to the main water or sewer lines. Drainpipes connect from the plumbing in your unit to a service pipe. When plumbing issues, such as clogs, leaks, etc., occur, the root cause of the problem will determine who is responsible for the bill. When an issue is determined to be a unit's drainpipe, it is the owner's responsibility. In most situations, an issue in the common service pipes will be the responsibility of the Association, unless the issue can be localized to a specific unit. For example, if A and B units are experiencing a sewer back up, but all other units in a building are not, the issue can be localized to originating in Unit B, which would then be responsible.

2. Water

- a. **The water utility is a common resource, which is paid by the Association and accounts for the Association's largest expense that each unit is paying for.**
- b. A & J Unit owners should close the valve that gives access to the outside faucet by November 1st and shall open it again by April 1st. If anyone notices any excessive running water (noise) for an extended period of time coming from neighboring units, they should contact the neighbor and/or management company immediately.
- c. Unit owners with the main water shut-off valve inside their units must give access to the Association Contractors if maintenance, repair, or replacements

are needed. This is the main water line valve that shuts off the water for the entire building. These Units are 1J, 2A, 3J, 4A, 5J, 6A, 7J, and 8A.

- d. Each individual unit has a water shut-off valve located off the building's main water line in your basement. Please know where your individual water line shut-off is located before an emergency could occur.
- e. In the event of a water emergency, for example a burst pipe, the Board of Directors and/or management company has the authority to enter a unit in the absence of the owner to address the water emergency. See Governing Documents/Declaration, paragraph 17 for maintenance, repair, and replacement of Common Areas and facilities and for making emergency repairs to prevent damage.
- f. Non-emergency Water Issues and Access to Units. The Board of Directors or the Property Manager, are entitled access to any Unit, with at least 48 hours written notice delivered to the Unit either personally or by email for an annual water inspection and/or for the purpose of determining if any water within the Unit is leaking or running. If water within any Unit is running or leaking at the time of the inspection, the Association will immediately assess the problem and provide a repair timeline for the Unit Owner or resident. Unit Owners and residents are responsible for repairing any water leak or running water within a Unit IMMEDIATELY upon discovery, including but not limited to faucets and toilets.
- g. During any absence from a unit between Nov 1st thru April 1st.
 - i. Unit must have heat turned on to maintain a temperature of 55 degrees or more to ensure pipes won't freeze.
 - ii. Cabinet Doors in half-bathrooms should be left open to allow heat to circulate.
 - iii. For extended winter leave, owners should turn the water off at their unit's shut-off valve.
 - iv. Electricity cannot be shut off; Owners need to arrange for a relative, friend or neighbor to periodically check the interior and exterior of their unit for security issues or repairs and weather-related damage, such as furnace failures, frozen pipes, leaks, etc.
- h. Swimming pools and sprinklers of any kind, playing with water hoses are not allowed on our property at all.
- i. Car washing is not allowed.

- j. Watering will be restricted to garden beds, small plantings, new trees and new grass only. Watering of the above can only be done while attended; sprinklers and hoses cannot be used.

3. Outside Security Lights

- a. The outside security lights are a common resource, which are paid via reimbursement by the Association.
- b. Unit owners may not disconnect the security lights at any time.
- c. Unit owners with a connection to the security light inside their units shall give access to the Association's Contractors if maintenance, repair, replacements are needed.

N. GARBAGE, TRASH & RECYCLING

Owners, Residents and Guests are responsible to clean up and dispose of garbage and debris from their unit and place in the appropriate dumpster. Trash and debris and recyclables must not be left outside their unit.

Separate dumpsters for trash and recycling are located between each building.

Trash/Garbage Dumpsters:

1. Residents should dispose of their regular garbage, including Styrofoam, foil, and other trash in sealed plastic trash bags, and placed in the appropriate dumpster.
2. Residents and Guests must ensure the dumpster cover/lid is closed after depositing their trash bag.
3. Residents are encouraged to use the back section of the dumpster instead of overfilling the front section.

Recycling Bins:

1. Residents should dispose of recyclable products in the recycle bins.
2. Recyclable items include:
 - a. Paper products, including newspapers, inserts, magazines, and cardboard.
 - b. Glass.
 - c. Aluminum and tin cans.
 - d. Plastic containers with the #1 through #7 on the packaging.
 - e. All items should be rinsed clean before being placed into the recycle dumpster.
 - f. All cardboard must be broken down flat, no larger than 2 feet x 2 feet sections, before being placed into the bin.
 - g. Residents and Guests should ensure the dumpster cover/lid is closed after depositing recyclables.
 - h. All plastic bags including plastic wrap and food packaging are not allowed in the Recycling Bins. You need to empty recyclable

materials from a plastic bag and then place the plastic bag in the Garbage Dumpster. *** *Please note, Waste Management is assessing a fine to Marina Cliffs each time they find a plastic bag in the recyclable bin. These fines will be passed on to all owners via a Special Assessment.*

Furniture, household appliances, electronics and other non-typical trash cannot be placed in any dumpster or outside of a dumpster. Residents can dispose of these types of items by:

1. Self-haul the items and/or trash to the City's Self-Deposit Station, or city dump located at 1106 Blake Ave in South Milwaukee. There is a nominal fee and identification showing residency in South Milwaukee is required.
2. Contact the City Street Department (414-768-8075) to arrange for a special pickup and receive your payment code. Then make your payment online with your code. Items can be placed near a dumpster with a secure note attached to the item, with your unit number, that special arrangements were made.

O. CONTRACTORS

1. Owners and Residents will furnish any contractor performing work at Marina Cliff with a copy of the Rules and Regulations, along with the name, address, and phone number of the Property Manager.
2. Owners and Residents will be responsible for any violations of the Rules and Regulations by any contractor they hire or subcontractors of the contractor that they hire.
3. Work will be completed so as not to adversely affect other units, Owners, or Residents.
4. Demolition and construction performed by contractors, using high noise equipment, is only allowed between the hours of 8 am – 5 pm. Work done outside of those hours must be approved by the Board of Directors.
5. System tie-ins:
 - a. For work requiring building tie-ins, for example, HVAC piping, plumbing piping, sprinkler system smoke detection, electrical, cable, phone, etc., the contractor will notify the Property Manager in writing 15 days prior to any tie-in work.
 - b. Before the tie-in work is started the contractor will receive written approval from the Property Manager. The written tie-in request will describe the work to be

done, and the time it will take to complete the tie-in. The tie-in request will also include the performing contractor's name and phone contact number(s).

- c. The Property Manager may waive the 15-day written notification in his or her sole discretion in case of emergency.

6. Flooring

- a. Any drilling into the concrete is prohibited unless it is for a special project and is approved by the Board of Directors.

- 7. Contractor vehicles may park in the owner's assigned parking space, if owner allows, and/or visitor spots. If they are too large for that location, they may be parked in other areas designated in writing by the Property Manager. Under no circumstances will the contractor's vehicle block any driveway or fire lane.
- 8. Contractors transporting and disposing of materials. The Common Area entryways will be used to transport materials to and from a Unit during normal business hours 8:30 am – 5:00 pm M-F.
- 9. Contractors will supply items needed to protect the Common Areas when moving large objects in and out of the buildings.
- 10. Contractors will clean any common area, including but not limited to Common Area entryways that need to be cleaned as a result of the work or actions of the contractor.
- 11. Marina Cliff will not be liable for the safety/security of any tools or materials. The contractor will remove all of the contractor's materials from the outside of the buildings upon the completion of the job and will secure all materials and equipment during the job.
- 12. Common Area entryways cannot be blocked at any time.
- 13. The Marina Cliff dumpsters must not be used to dispose of any construction material.
- 14. Removal of all demolition and construction materials:
 - a. Each contractor will make arrangements to obtain a dumpster for discarding its materials and debris. The dumpster will not interfere with the ingress and egress of any building. All dumpster arrangements must be approved by the Property Manager.
 - b. Ultimately, the removal of construction debris and material is the responsibility of the Owner and/or Resident having the work done.
- 15. Contractor Conduct:

- a. Professional conduct is required at all times by all contractors on Marina Cliff property. Loud music, offensive language or the use of obscenities is prohibited.
 - b. Smoking is not allowed in any Common Area.
- 16. Emergencies: The Property Manager must be IMMEDIATELY notified of any and all emergencies at Marina Cliff.
- 17. Liability: Owners having work performed will be liable for all damage to any Marina Cliff Common Area, Limited Common Area and/or other unit owner's property and for any extra charge for the cleaning and removal of debris.
- 18. All contractors must provide proof of insurance, including workers' compensation insurance to the Property Manager, prior to performing any work at Marina Cliff to the extent not covered by unit owner's homeowners' insurance. Marina Cliff will not be in any way liable for claims including but not limited to damage or injury caused by unit owners or their contractors.

VI. FINANCIAL MATTERS

A. DUES AND ASSESSMENTS

Owners at Marina Cliff pay monthly dues to cover the expenses of the Association that are performed for the benefit of all Owners and Residents. The dues include such things as lawn care, snow removal, exterior building maintenance and professional management services. Whenever work is done by volunteers, the Association saves money. Although we pay a Property Manager to coordinate daily operations and financial matters, the overall responsibility of the property still belongs with the Owners. Marina Cliff thrives on the help of volunteers.

- 1. In an effort to collect dues and assessments in a timely manner, since the collection of those dues is essential to the day-to-day functions of the Association, the Board has implemented the following procedure:
 - a. All monthly dues and special assessments are due on the 1st of the month.
 - b. Any dues and special assessments not paid IN FULL on or before the 15th day of the month will incur a late fee of \$50.
 - c. If any payments are more than 90 days past due, the Unit Owner may be mailed a letter from the attorneys to initiate the collection process. Late fees will continue to accrue as well as an additional penalty of 1% of your total balance.
 - d. If dues and special assessments remain unpaid even after attempts through collections, the case will be referred to attorney, initiating the lien process against your unit. Unit owners are accountable or accumulating late fees, penalties and legal expenses.

2. We are aware that circumstances may arise from time to time that prevent timely payment of dues. If this should happen, it is your responsibility to contact the Management Company to possibly arrange a payment plan.
3. This Dues and Assessment rule and procedure may be changed at the discretion of the Board.

VII. ENFORCEMENT, VIOLATION, PROCEDURE & ATTORNEY FEES

A. PERSONAL PROPERTY DAMAGE CLAIMS

1. All claims of Owners to the Association:
 - a. Should be reported immediately to the Property Manager in writing including:
 - i. Detailed issue
 - ii. Possible cause
 - iii. Suggested corrective action.
 - iv. Contact information.
 - b. If immediate action is necessary, the Property Manager is to communicate that to the Board.
 - c. All claims will be reviewed by the Board.
2. Owners or Residents cannot file a claim directly with the Association's insurance company.
3. Owners and Residents shall report any claim involving their personal property or unit to their own insurance company and/or agent.

B. REPORTING VIOLATIONS BY UNIT OWNERS

1. Law infractions:
 - a. If the violation is an infraction of the Law, unit owners may report violations to the South Milwaukee Police Department; or
 - b. The Property Manager may also fill out a complaint form against a Unit Owner or Resident who violates condominium documents.
2. Governing documents infractions:
 - a. Violations should be reported to Management and should include:
 - i. Name of offender and address, if known.

- ii. Violation observed and brief description thereof.
 - iii. Time and place of occurrence or, if a continuing violation, the time, or times of observance of the occurrence.
 - iv. Name, address, and telephone number of the reporting Unit Owner. This information will be kept confidential.
- b. Upon receipt of a complaint, Management will:
- i. After board review, a fine may be issued per the fine schedule.
 - ii. If compliance is not achieved, Management will issue subsequent fines to the offender per the fine schedule.

C. REMEDIES NON-EXCLUSIVE

1. The provisions of these rules and regulations shall in no way limit or restrict any other remedies or rights as set forth in the Condominium Declaration or the Condominium Act of the laws of the State of Wisconsin (Chapter 703) and shall not be exclusive but shall be in addition to all other remedies provided by the Condominium Declaration and the laws of the State of Wisconsin.
2. In the event that the Association retains an attorney to collect any funds due, enforce any rule, 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 its costs and expenses, including actual attorney fees.

D. FINES

1. Each violation of the Rules and Regulations, By-laws, or Declaration (collectively titled "Condominium documents") will be addressed by one of the following:
 - a. A request for corrective action. If the owner fails to comply with corrective action the Association reserves the right to pass the cost of correction to the owner.
 - b. A fine as per fine schedule included in this document.
2. For any amounts not paid when due, the Owner will pay all costs of collection, including actual attorney fees.
3. If an Owner or Resident who is fined wishes to contest or appeal the fine, they must do so in writing to the Property Manager, within 30 days of the date of the fine. The matter will then be heard by the Board. If the matter is not contested or appealed within the 30 days, the fine becomes final, non-appealable and binding upon all parties.

4. Fine Schedule

- a. The following fines may be assessed in addition to requesting corrective action.
- b. If the owner fails to comply with corrective action, the Association reserves the right to make the correction and to pass the cost of the correction to the owner.

Violation	1 st Occurrence	2nd Occurrence
General Rules	\$50.00	\$75.00
Limited Common Areas	\$50.00	\$75.00
Animal/Pets	\$50.00	\$100.00
Outside Walls and Roofs	\$150.00	\$200.00
Parking & Driveways	\$50.00	\$100.00
Landscaped Areas	\$50.00	\$100.00
Fire Safety	\$200.00	\$250.00
Noise Levels	\$50.00	\$75.00
Signs	\$50.00	\$75.00
Window Dressings	\$50.00	\$75.00
Shared Resources	\$100.00	\$150.00
Garbage, Trash & Recycling	\$50.00	\$100.00
Contractors	\$50.00	\$75.00
Dues and Assessments	Refer to Rules section regarding procedure and fine schedule.	
Rentals		
Excessive and Harassing Contact		