

# THE COVE RULES

## The Cove Unit Owners Association

Amended at the June 9, 2015 Board of Directors Meeting

Amended at the Feb. 9, 2016 Board of Directors Meeting

Amended at the April 10, 2018 Board of Directors Meeting

### **RULE 1 COLLECTION OF FEES AND ASSESSMENTS**

The purpose of this rule is to ensure that all fees and assessments are collected in a timely manner. These fees and assessments include the following, and are due as stated:

Common area maintenance ("CAM") charges **are due quarterly** in advance. They are payable on or before the first day of the month of the quarter in which they are due, and become delinquent after the fifth day.

Gas consumption bills are due quarterly, are payable on or before the first of the month of the quarter in which they are due and become delinquent five (5) days after they are payable.

Special assessments that may be charged to all unit owners, as stated in the notice of special assessments, are payable on or before the due date indicated, and become delinquent five (5) days after they are payable.

User fees for the installation and maintenance of piers, hoists, moorings, and storage racks for carry-in watercraft (e.g. canoes, kayaks, and sailboards). Such fees shall be established by the Board of Directors based on dividing the costs of such facilities equally among users. They are payable on or before the due date indicated, and become delinquent five (5) days after they are payable.

A \$300 plumbing fee will be assessed to any owner requiring water valves to be shut

off outside the owner's unit. This charge will be added to the general fund to help cover any complications in other units from the water being turned off related to remodeling or repair work within a unit. The "freezing" of pipes by a plumber is to be encouraged such that water turn off to other units is not necessary.

All fees and assessments not paid within 15 days of the date on which they are due, shall be assessed a finance charge of one percent per month (12 percent per annum) commencing on the date that they were due and payable, until such time they are paid. All assessments, until paid, together with interest on them and actual costs of collection, constitute a lien on the units on which they are assessed, if a statement of lien is filed within two years after the date the assessment becomes due. The lien is effective against a unit at the time the assessment became due, regardless of when, within the two-year period it is filed. Section 703.16(4), Wis. Stats.

A lien may be enforced and foreclosed by the Association or any other person specified in the bylaws, in the manner and subject to the same requirements as a foreclosure of mortgages on real property in this state. The Association may recover costs and actual attorney fees. Section 703.16(8), Wis. Stats.

## **RULE 2 LEASES**

Article K of The Cove's Declaration of Condominium states that no unit owner may lease a Cove unit to any person without receiving prior approval of the Board of Directors of the Association. The Board reviews requests on a case-by-case basis. The Board seeks to support a 90%-owner-occupied environment while making allowances for unit owners when life issues arise. Unit rental for investment income is prohibited. All lease decisions are made at the discretion of the Board.

See addendum to lease (below), which must be signed by lessee and returned to the President, along with the signed lease, to complete the approval process.

For the purposes of the Cove Rules, family member(s) to the owner who has not entered a lease agreement and does not pay regular rent is not considered a renter or lessee. Such units are considered to be owner occupied units.

All leases and lease provisions shall be by means of a standard State of Wisconsin WB-19 lease form (apartment lease) and a signed addendum to the lease, which shall contain the following provisions (clauses a-f), and must be approved in writing by the President of The Cove Unit Owners Association, Inc.

Addendum to Lease

(a) I have read and understand the rules and regulations of The Cove as stated in The Cove Rules and I agree to abide by them.

(b) I understand that I may not sublet this unit during the term of this lease. (c) No guest will occupy this unit for any period of time when I am not in residence. (d) Pets are not allowed in any leased unit of The Cove. (e) No more than two unrelated adults (no unrelated minors) will occupy this unit.

(f) I understand this lease contract shall not become valid until it is approved in writing by the Board of Directors of The Cove Unit Owners Association, Inc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Unit Owner (Lessor) and Lessee Date

\_\_\_\_\_ President, Cove Board of Directors

Date

All lease requests, whether initial requests or renewal of lease requests, shall be accompanied by a \$500 lease fee assessed by The Cove on all rentals. If the lease request is not approved, the fee is refunded. However, the fee is non-refundable in cases of early lease termination for whatever reason, including eviction.

An owner who leases a unit does so with the understanding that he/she is also leasing the right to parking, storage, recreational facilities, present and future mooring facilities, and waterfront access for boating or swimming at The Cove. These rights revert back to the owner at the expiration of the lease.

Tenants must comply with Rule 8 regarding moving. All lessees shall receive a copy of Cove Rules. Infractions shall be grounds for eviction. All lease decisions are made at the discretion of the Board of Directors.

**RULE 3 NOISE / NUISANCE CONTROL**

The purpose of this rule is to encourage owners and residents to be considerate and thoughtful in their daily living in order to assure others' rights as well as their own.

1. Each condominium unit owner is responsible for the acts of any occupant of his or her unit, whether resident, tenant or guest.
2. To enhance the quality of living and comfort of all occupants, loud and unreasonable noises, imprudent behavior, malicious mischief, or any other nuisance, which is detrimental to any other property, owner or occupant shall not be permitted.
3. After 11:00 PM, residents and visit shall refrain from making any noise, particularly high volume music or loud conversations on balconies, that could be heard in neighboring units or in common areas.
4. Reasonable noise levels shall be observed at all times in common areas or limited common areas.
5. Smoking is prohibited in all common areas of the building, including hallways, elevators, garage, and lobby.
6. No charcoal or lighter fluid may be used in private balconies due to the drifting odors and smoke. All grills shall be gas or electrically fueled.

#### **RULE 4 PARKING**

The purpose of this rule is to control the use of parking areas and vehicles at The Cove.

1. Each unit has assigned underground parking. Above-ground parking spaces are unassigned.
2. No occupant shall park in or otherwise make use of an underground parking stall not assigned to him or her without permission of the unit owner to whom the underground parking stall has been assigned.
3. No vehicle shall be parked in such manner as to impede or prevent ready access to another occupant's parking stall.
4. No vehicle shall be left unattended any place in the underground or above-ground parking areas except in a designated parking stall.
5. The underground and above-ground parking areas are for automobiles, light duty trucks (pickups or vans), motorcycles, and bicycles. No parking areas at The Cove shall be used for the storage of motorboats, jet skis , canoes, kayaks, trailers, recreational vehicles, snow mobiles, or any other temporary use or seasonal vehicles.

6. No vehicle heavier than 5 tons is allowed on the above-ground parking deck.
7. No mechanical repairs, painting, refinishing, lubrication or oil changing on any type of motor vehicle or equipment shall be permitted in the underground or above-ground parking areas, or elsewhere on the premises.
8. Washing, waxing, etc., of automobiles is permitted; however, this is allowed with consideration for other occupants and guests. Car washing is to be done away from the front entry, near the drain to the east of the elevator shaft, so as not to create a wet, soapy area for people to track through when entering the building. No washing of cars is permitted in the underground parking area.
9. Any vehicle without current license plates shall not be permitted in the underground or above-ground parking areas, or elsewhere on the premises.
10. Any vehicle parked in the above-ground parking lot must be used on a regular basis. Storage of vehicles is not permitted.
11. Bicycles may be parked in individual stalls in the parking garage or in the common bicycle racks in the east end of the garage. Bicycles may not be stored or parked in other areas. Inoperable bicycles may not be stored in the underground area in either individual stalls or the on the bicycle racks.
12. No personal items other than registered motor vehicles, motor vehicle related items, bicycles and bicycle racks, and shopping carts may be stored in individual parking stalls or common parking areas, either underground or above-ground unless specifically approved by the Board.

## **RULE 5 PETS**

The purpose of this rule is to define the conditions for having pets and the responsibilities of pet ownership at the Cove . While pet ownership is allowed by Cove owners (not renters), it is recognized that the presence of pets generally has a negative effect on the building environment. Therefore, pet ownership is permitted only to the extent that pets do not create a nuisance. All pet owners shall be responsible for compliance with the following rules:

1. All pets shall be registered with the Board and the Board shall make available a list of all pets registered in the Cove.

2. All pet ownership must be in compliance with City of Madison ordinances. This includes the ordinance that prohibits pets to be loose to roam. Pets must be kept on a leash no longer than six (6) feet in length outside the owner's unit. No pet shall be tied, chained or otherwise restrained at any time on Cove grounds.
3. Owners must clean up after their pet(s) properly and with due consideration to others.
4. No pet that repeatedly creates a nuisance of noise or other disturbing habitual behavior will be allowed.
5. The owner of a pet shall be responsible for any damage or personal injury caused by his or her pet. All pet owners shall indemnify the Cove Association, the Board of Directors, the Cove Manager and other unit owners/or occupants and shall hold them harmless against loss, claim, or liability of any kind arising from or growing out of any act of an owner's pet. If any damage is caused by pets to either common, limited common, or private property at the Cove, the owner shall be responsible for prompt restoration to its former condition, or replacement. Any Cove occupant who allows a pet to visit the Cove assumes responsibility for that pet's behavior in a similar manner.
6. Lessors or renters of any unit in the Cove may not house any type of pet in the Cove.
7. Pets not registered as stipulated in (1) above are not allowed on the Cove premises.

**THE COVE CONDOMINIUMS PET REGISTRATION FORM**

Unit number:

Responsible pet owner:

Pet name:

Animal description: (Note type, breed, color, current weight in pounds, birth year)

Note: The Cove Rules does not allow pet ownership (Rule 5) by renters or lessors as defined in Rule 2.

I have read the Cove Rules pertaining to pets and I request this pet be registered as Cove Resident Pet.

Submitted by: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

## **RULE 6 FLAMMABLE AND TOXIC MATERIALS**

No gasoline or similar materials may be stored in any unit, balcony, and individual second floor storage area.

## **RULE 7 TRASH DISPOSAL**

The purpose of this rule is to insure that trash and disposable wastes are managed in a clean, safe and economical manner.

1. Residents are responsible for removing their trash to the dumpster or recycling bins at the west end of the property.
2. All garbage and trash must be placed inside the appropriate dumpster or recycling bin. All large empty cardboard boxes should be flattened before depositing in recycling bin. Do not place garbage around, beside, underneath or next to the dumpster or wooden enclosure around it.
3. The underground parking area is to be maintained in a clean and orderly fashion and should not be used for storage of newspapers, empty boxes and miscellaneous litter, including stamped-out cigarette butts.
4. Environmental interests -- such as paper drives, glass or aluminum recycling, etc. -- are strictly personal interests. Storage of these items is to be within residents' individual units or storage lockers.
5. Individual owners or tenants are responsible for disposal of major appliances, furniture, and carpeting coming from their unit. Such items may not be placed in common areas or on the curb.

## **RULE 8 MOVING**

The purpose of this rule is to govern any move into or out of a unit. Moving is a potential source of damage to the Common Areas of the Condominium, particularly to carpets and walls in the hallways and to the elevators. The provisions of this rule will minimize this damage to Common Areas and thereby avoid potential expenses to other unit owners.

1. The unit owner shall notify the Cove Building Manager at least two working days in advance of any move. The purpose of the advance notice is to schedule installation of protective material in the Common Area hallways and elevators.
2. Without special arrangements, moving can take place only Monday through Friday, from 8 AM to 5 PM. The hours of moving on any other day, or at any other time, must be specifically scheduled with the Building Manager.

## **RULE 9 COMMON AREAS**

The purpose of this rule is regulating the use of the Cove Common Areas as defined in the Declaration of Condominium.

1. There may be no alteration, construction, or removal or furnishings or fixtures from the Common Areas without approval of the Board of Directors.
2. There may be no obstruction of the Common Areas.
3. There may be no use of the Common Areas that unreasonably restricts their enjoyment by others.
4. There may be nothing affixed to or displayed in the Common Areas without approval of the Board of Directors. Artwork can be displayed in hallways with concurrence of immediate neighbors and approval of the Board of Directors.
5. No personal belongings or individual possessions may be stored in the Common Areas except as otherwise specified in these rules.

## **RULE 10 LIMITED COMMON AREAS**

The purpose of this rule is to regulate the use of the Cove Limited Common Areas. Examples of Limited Common Areas are balconies and parking spaces. The alcove of each unit's entrance and first five feet of wall space adjacent to the end units is also treated as a limited common area for the purposes of the Cove Rules.

1. There may be no permanent alterations in the limited common areas. The Board of Directors has the final authority over decorations in the limited common areas.
2. Use of limited common areas shall conform to the Cove Unit Owners' Association, Inc. Articles of Incorporation and the Bylaws, the Cove Rules, and the ordinances of the City of Madison.



## **RULE 11 REMODELING OF UNITS**

Remodeling projects at the Cove affect the entire community of Cove Unit Owners and several factors should be taken into account. Firstly, remodeling can create severe disturbances or damage due to construction and movement of materials. Secondly, projects, if not properly evaluated can affect the architectural or structural integrity of the building. Thirdly, remodeling offers opportunities to improve the mechanical services of the building, such as plumbing replacements, beyond the Unit Owner's space if knowledge of the project is known to the Cove Board in advance.

1. If construction/remodeling work is to be done at the Cove, the unit Owner shall complete a Cove Construction Form, submit it to a member of the Cove Board of Directors for their signature, and post it in the lobby at least five working days before the work starts. It is also a courtesy to notify owners of immediate neighboring units – next to, above and below – well in advance of any planned noisy construction or repair work in your unit. "Construction work" means contracted work costing more than \$1000 or requiring more than one working day. All construction work shall be done between 8:00 A.M. and 5:00 P.M. on weekdays. Construction workers shall wear a contractor-labeled shirt or uniform or a Cove building manager approved identification tag. "Construction workers" are any persons doing work on behalf of the contractor.

2. If non-contracted work is being done on units, unit owners shall not allow work that would disturb others to be done outside the weekday hours of 8:00 A.M. 5:00 P.M. If owners are doing work themselves, no work that would disturb others shall be done outside the hours of 8:00 AM to 5:00 PM weekdays.

3. If construction/remodeling work is being done at the Cove that requires a city building permit or will cost greater than \$10,000 or will require more than one week of construction that might disturb other Cove unit owners, special board approval is required. Complete the form (available at [www.covemadison.com/documents](http://www.covemadison.com/documents)) and consult with a Cove board member to begin the process.

Any remodeling and repair work in units, regardless of scope or required notice above, may necessitate moving materials and equipment into the units. This moving can lead to soiling and damage of the Condominium Common Areas, such as to walls and carpets in hallways, and the interiors of elevators. The owner of the remodeled unit or the contractors working for the unit owner are expected to preplan and carry out all

cleaning of stairways, hallways, elevators, entryways and parking areas soiled in the process of construction or the movement of equipment and materials. The purpose of the following rules is to regulate the moving of remodeling equipment and materials in order to minimize damage to the Common Areas and avoid potential expenses to other unit owners.

4. The unit owner shall notify the Cove Building Manager at least seven (7) days in advance of any movement of materials and equipment related to remodeling or repair work in units. This notice will permit the Building Manager to install protective material in Common Area hallways and elevators.

5. Without special arrangements, moving of remodeling or repair equipment and materials through the Common Areas can take place only Monday through Friday, from 8 AM to 5 PM. Moving on any other day, or at any other time, must be scheduled with the Building Manager.

6. Clarification of the question of hard-surface flooring (section 2: Amendment, 1 in the Articles of Declaration): Any owner who installs hard-surfaced flooring (tile, wood, laminate, etc.) is responsible for ensuring that the new flooring (once installed) creates no unreasonable noise intrusion on another unit. To avoid such noise intrusion owners who plan to install any hard-surface flooring are required to use the highest-grade sound-proofing material available under the flooring. Owners are also advised to place appropriate area rugs in high traffic areas and especially in bedrooms, where quiet is vital. Complaints of noise associated with hard-surfaced flooring must be resolved as soon as feasible.

## **RULE 12 WATERFRONT AND BOATING RULES**

The purpose of the waterfront and boating rules is to govern the use of the common waterfront areas and the individual boating piers, slips, and moorings that may be installed according to Cove Rules.

### **100 General Rules**

100.1 No boat, dinghy, sailboard, kayak, canoe or similar item shall be kept or stored on the premises, except in designated storage areas by the board of Directors.

100.2 No resident shall keep or store a boat on the Cove premises without the prior consent of the Board of Directors.

100.4 No consent of the Board of Directors shall be given to keep or store a boat in the boat storage area unless the resident has purchased a Board-approved docking/ storage section of sufficient size to store the resident's boat.

100.5 The cost of maintaining, installing and removing pier sections used to service lifts and storage docks shall be divided equally among all those having assigned hoist, buoy or storage docks.

100.6 No person shall keep and/or maintain a boat at the Cove's waterfront area unless he is an owner or a resident tenant of such an owner.

100.7 If any owner is not the occupant of his unit, then the rights to keep and maintain a boat shall belong to the occupant, not the owner.

100.8 Any owner may keep and maintain more than one boat (a moored boat and its dinghy shall constitute only one boat) only and until such time as an owner who does not have an assigned hoist or mooring location desires to have such location and there are no such locations available.

100.9 The cost of installing and maintaining storage racks for carry-in watercraft, including sailboards, canoes, and kayaks shall be divided equally among those having consent to store such boats and watercraft on the Cove premises.

100.10 All canopies on boat lifts shall be of a gray color to match existing gray canopies.

100.11 Any sailboat or catamaran to be docked on a boat lift may not exceed a total: (1) weight of 400 pounds (2) length of 20 feet.

100.12 Under no circumstances can a boat slip or mooring and associated hardware be sold to another Cove Unit Owner for more than its new replacement cost. Furthermore any payments for such slip or mooring does not assure any rights to waterfront usage.

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## **200 Moorings**

200.1 No boat may be moored or anchored in front of the Cove without prior consent of the Board of Directors.

200.2 The Board of Directors, with the advice of the person or company contracted for buoy placement and assembly, shall assign the mooring locations. No boat shall be

moored other than at its assigned mooring.

200.3 No mooring location shall be assigned unless:

- (1) the resident acquires a Board of Directors-approved buoy and assembly; and,
- (2) the resident purchases a Board of Directors-approved docking/storage section for the docking/storage pier.

Once the mooring location is assigned, the resident shall be solely responsible for the cost of:

- (1) the buoy and assembly;
- (2) the installation and removal of buoy and the off-premise storage during the off-season.

### **300 Boat Hoists**

300.1 No boat hoist may be placed or used in front of the Cove without prior consent of the Board of Directors.

300.2 The Board of Directors, with the advice of the person or company contracted to install and remove the hoists, shall assign the location for each hoist.

300.3 No hoist location shall be assigned unless:

- (1) the resident acquires a Board of Directors-approved hoist for appearance; and,
- (2) the resident has purchased two Board of Directors-approved pier sections designed to service hoist access and docking.

300.4 Once the hoist location has been assigned, the resident shall be solely responsible for the cost of and periodic maintenance of:

- (1) the hoist;
- (2) the installation and removal of the hoist and the off-premise storage during the off-season.

### **400 Common Swimming Pier and Waterfront**

400.1 The common swimming pier shall be installed and maintained for use by occupants of units in the Cove.

400.2 No privately owned equipment or belongings may *be* stored or kept on the common swimming pier or waterfront areas, *except* for boats and watercraft permitted by the Board of Directors and subject to fees related to storage and use.

400.3 No diving is permitted from the swimming pier.

400.4 No persons shall be permitted to use the common swimming pier and waterfront unless they are occupants of units or guests of current occupants.

### **500 Waterfront Management**

500.1 Management of the waterfront and issuance of consent to install piers or moorings and store boats and watercraft on the waterfront shall be the sole responsibility of the Cove Unit Owners Association Board of Directors.

500.2 The Board of Directors may periodically establish fees and levy charges against individuals who store or dock boats or other watercraft on the waterfront. Such fees shall be posted and made known to the members of the Cove Unit Owners Association.

500.3 The cost of installing and maintaining the common swimming pier and guest piers shall be born by the Cove Unit Owners Association and covered through monthly CAM fees or special assessments, as may be approved by the Board of Directors.

## **RULE 13 BALCONY USE AND SAFETY**

The purpose of this rule is to regulate the use of outside areas that promote safety.

1. Outside balcony areas are "limited common areas." See Rules 10 and 3, which apply.
2. The attachment of any object, decorative or functional, to the outside of the building, or to any part of the balcony structure, in a manner that creates a possible hazard, is prohibited. Specifically, this includes, but is not limited to, the prohibition of hanging flower containers, mobiles, wind chimes, and bird feeders in any location outside the perimeter of the balcony, and also in any manner in any location in balcony areas that might result in the object being loosened by high winds.
3. Occupants of units with balcony railings are responsible for regularly inspecting their metal railing for signs of significant rust and deterioration. The Association will affect repairs. Owners are prohibited from making permanent repairs to the balcony railings or other balcony structures. Temporary repairs, of course, are not prohibited.
4. Cleaning and sweeping outside balconies must be done in a manner that does not cause any dust, dirt or water to fall below. This is especially critical to protect the deck areas and occupants on the first floor. Shaking out of rugs from balconies is prohibited.

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