

**RESTATED RULES AND REGULATIONS OF THE
LAS CASITAS OWNERS' ASSOCIATION, INC.**

ADOPTED BY THE BOARD OF DIRECTORS AT MEETING HELD May 9, 2022

The following rules and regulations ("Association Rules" or "Rules") adopted by the LAS CASITAS OWNERS' ASSOCIATION, INC. (the "Association") by its Board of Directors, by the authority granted in the Declaration of Las Casitas Condominiums Section 4.1 and Association Bylaws Section 4.3.a., are for the purposes of assuring that the Las Casitas Condominium community is operated in an efficient and orderly manner so as to create a pleasant living environment, and to preserve the value of the Units.

SECTION 1 GENERAL

1.01 Applicability to All Residents. All Association Rules shall apply to and shall be complied with by all Unit Owners, Occupants of Units, and their guests, families, invitees, and tenants.

1.02 Definitions. Words or phrases with words beginning with a capital letter in these Rules shall have the definitions assigned to such terms by the Declaration of Las Casitas Condominiums (the "Declaration") or the Bylaws of the Association unless specifically defined in these Rules.

1.03 Keys and Locks. The Association shall have the right to retain a key to each Unit at all times for the event of Common Element maintenance or emergencies. Unit Owners and Occupants must not alter any lock or install a new lock on any door of the Condominium without the prior written consent of the Association. If such consent is given, the Unit Owner, at Unit Owner's expense, must provide the Association with an additional key for use by the Association pursuant to its rights to access all Units under the Declaration, Bylaws and these Rules. The Association's Manager or Board will keep a written log as to who has entered any Unit with the Association's key.

1.04 Winter Heating. Whether occupied or vacant, all Units must be heated to at least 55 degrees Fahrenheit from November 1st to May 1st. All windows must be kept closed when outside temperatures are below freezing. Any freezing pipes or damage which occurs because a Unit's Occupants or their guests do not meet these requirements, will be repaired by the Association and the cost of such repairs (including the trip charges by heating contractors or plumbers) will be assessed to the Unit and paid by the Unit Owner.

1.05 Building Doorways. All doors to any Building of the Condominium must be tightly closed except for the instant it takes to enter or exit the Building. Building doors must not be propped open unattended at any time and even if attended, must not be propped open when outside temperatures are below freezing. Any freezing pipes or damage which occurs because Occupants or their guests do not meet these requirements, will be repaired by the Association

or their guests do not meet these requirements, will be repaired by the Association and the cost of such repairs (including the trip charges by heating contractors or plumbers) will be assessed to the Unit and paid by the Unit Owner.

SECTION 2 APPEARANCE

2.01 Signs and Flags. No sign, flag or banner of any kind shall be displayed to public view on any Unit without the prior written consent of the Association, except,

(a) One (1) United States flag per Unit may be respectfully displayed from the Unit, provided, the flag is no larger than 1 foot by 3 feet and is not attached to any Common Element.

(b) A sign that supports or opposes a candidate for public office or a referendum question, provided, the sign:

- (i) is not larger than 18 inches square,
- (ii) is mounted inside the Unit (no mounting on Common Element),
- (iii) is displayed for no longer than two (2) weeks prior to the date of the election or vote and is completely removed no later than one week after the election or vote has been conducted. And/or,

(c) Temporary signs for an open house at a Unit may be placed on Common Element outside the Unit one hour prior to, and removed immediately upon conclusion of, the open house. The posting of "Open House" signs for the same Unit may not occur more frequently than three times per week.

2.02 Laundry. The hanging of garments or other laundry from the windows, balconies or any facades or on any patio of any Unit or Building of the Condominium is prohibited.

2.03 Window Coverings. Each Unit Owner must maintain in good order and repair the interior window coverings initially installed in the Unit by the Declarant. If one or more interior window coverings need replacement, the Unit Owner shall replace the window covering with a covering of substantially similar quality. Only materials designed for and intended as window coverings may be used. Materials like sheets or tarps must not be used for window coverings. Interior window coverings visible from the Unit's exterior must be in good condition and not detract from the appearance of the property. If the Association delivers written notice to the Unit Owner that one or more window coverings in their Unit does not comply with this paragraph, and the noncompliance is not corrected within fourteen (14) days following delivery of such notice, the Unit will be assessed an amount equal to \$5.00 per day from the date of delivery of such notice for each day the window covering remains noncompliant. The Association's Board or Manager (if the Board has delegated this task to the Manager) is authorized to determine whether a window covering complies with these standards.

2.04 Protrusions. No awnings, machines, air conditioning units, wiring for electrical or telephone installation, hot tubs, or other similar protrusions are allowed on the exterior of any Condominium Building without the prior written consent of the Association.

2.05 Exterior Communications Equipment. To the extent this restriction is permitted by applicable law, satellite dishes, antennas or other communication equipment must not be erected outside of any Unit or on any Building without the prior written approval of the Association's Board of Directors. The Association has the right to install and maintain exterior communications equipment anywhere on Common Element.

2.06 Limited Common Elements. All balconies open to public view must be kept in a neat and orderly condition. Personal property must not be stored in any space outside of the Unit or the storage unit, except a grill in good condition, patio and deck furniture in very good condition, and up to three flower pots; the maximum number of patio furniture pieces allowed per Unit is five (for example, a table and four chairs with or without a table umbrella). A grill must not be used on a balcony or within ten (10) feet of any building. Bird feeders are not permitted on Condominium property. Food scraps must not be left out on Condominium property. (Outdoor feeding of birds attracts insects, rodents, raccoons and causes other sanitation problems.) Parking spaces must be used for vehicles only and not for storage of personal property.

2.07 Exterior Holiday Decorations. Holiday decorations visible from the exterior of the Building must be removed within one week following the holiday, except Christmas/winter holiday decorations must be removed no later than January 30th. Holiday decorations visible from outside the Building should not appear more than 45 days prior to the holiday to which they pertain.

2.08 Moving. Persons moving household furnishings and/or materials in or out of a Unit or Building must use caution not to damage any Common Elements. Moves of household furniture or appliances must occur during the day starting no earlier than 8:00 a.m. and stopping by 9:00 p.m. Any and all costs the Association incurs to fix or remedy damages to Common Element including to the lawn, landscaping or driveway resulting from an Occupant move-in or move-out will be assessed to the Unit which was the subject of the move. Unit Owners with tenants moving out of their Unit are advised to check with the Association before returning a tenant's security deposit.

SECTION 3 USE RESTRICTIONS

3.01 Residential Use. All Units must be used for single family residential purposes by the Unit Owner or authorized Occupants and their immediate family and guests. The number of occupants residing in a Unit must not violate City of Madison ordinances.

3.02 Companion Animals (Pets). The number of companion animals kept in any Unit must not exceed two (2). The only companion animals allowed are a cat and small dog, two cats or one small dog (housing two dogs in one Unit will violate this Rule). A dog housed in any Unit must comply with Bylaws Section 7.1 including when fully grown. The following breeds of dogs are not permitted on Condominium property: Staffordshire Terrier or Staffordshire Terrier mix (pit bull), Rottweiler, Doberman Pincher, and standard Bulldog. As provided in Bylaws Section 7.1, fish tanks and exotic animals are prohibited.

(a) All companion animals kept at or visiting the Condominium property must display a friendly demeanor toward people and other companion animals. Any aggressive dog must be and will be promptly removed.

(b) Animals must not be left unattended on Condominium property including when confined on a balcony, in a patio area or elsewhere outside a Unit. A Unit Owner is liable for barking or other noise from an animal in their Unit that disturbs other residents. A Unit Owner will be liable for any damage to person or property caused by animals brought or kept at the Condominium by the Occupant(s), guest(s) or invitee(s) of the Unit. Any animal that is left unattended and disturbs other Occupants multiple times may be found by the Association's Board of Directors to be a nuisance and the Board may direct the Unit Owner to remove the animal from the Condominium.

(c) An animal must not at any time be left tied or chained on Common Element. A companion animal must not be on any Common Element at any time unless the animal is restrained by a leash of no longer than thirty (30) inches or is in a carrier or other enclosure.

(d) An animal's waste droppings on Condominium property must be picked up immediately and properly disposed of. Should the Unit Owner and/or Occupant responsible for the animal fail to comply with this Rule, the Board may determine that the animal is a nuisance. If an animal damages the lawn or landscaping (including significant urine burns of the lawn), the Association will have the damaged area cleaned and re-landscaped as needed and assess the Unit housing the animal for the Association's costs to repair the damage.

(e) If the Occupant of a Unit housing a companion animal receives written notice from the Association that the animal has been a nuisance, caused damage, injured or threatened to injure any person or other companion animal, or disturbed others, then with any subsequent notice, the Association can require the owner to permanently remove the animal from the Condominium and the Occupant (and the Unit Owner if not the Occupant) will be required to permanently remove the animal from the Condominium.

(f) All companion animals shall be registered and inoculated as required by law.

3.03 Minors. No occupant under the age of 14 years may stay in a Unit unless accompanied at all times by a person over 18 years of age who is responsible for the child, no matter how short the time period. Caregivers must be at least 18 years old. Children must not play in the common halls, stairways, storage areas, Laundry Areas, or between parked vehicles.

3.04 Guests. Unit Owners and Occupants must inform their guests and invitees of these Rules. A Unit Owner must pay the Association to remedy damages to the Common Elements, Limited Common Elements or another Unit caused by the Unit Owner, or the tenant, guests or invitees of the Unit Owner or by an agent of the Unit Owner (the Unit Owner can attempt to recover from the person who caused the damage). A Unit Owner who will be absent from their Unit must notify the Association of any guest occupying their Unit for more than twenty-one days during such absence.

3.05 No Loitering Hours. No person shall be allowed to loiter in any common area of the Condominium between the hours of 10:00 p.m. and 6:00 a.m. the following day.

3.06 No Solicitations. Solicitors and canvassers must not enter or be allowed in the Condominium's Buildings. Unit Owners and Occupants should not solicit or canvas door-to-door at the Condominium irrespective of the reason or purpose. Unit Owners and Occupants must not post notices or ads of any kind in the common areas. Except for communications by the Association, no circulars, flyers or any form of written materials shall be placed by or under Unit entry doors.

3.07 Nuisances. No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. All Unit Owners at their own expense shall comply with all city, state and federal laws applicable to their Unit. Units must not be used or maintained as a storage or delivery facility or for collecting or storing garbage or cast-offs.

3.08 Laundry Areas. There is a laundry area with machines, facilities and equipment in the basement of each Building (each a "Laundry Area"). The Laundry Area and the machines, facilities and equipment in each Building is Limited Common Element for the exclusive use of the Occupants of the Units in that Building. The Laundry Area machines and facilities must be used for the washing and drying of Occupants' personal clothing and household bedding and linens only. No cleaning with flammable materials is permitted. Use of a Laundry Area for air drying of articles overnight is prohibited. All personal items of Occupants must be removed from the Laundry Area on at least a daily basis and preferably sooner. The Laundry Area is for the personal laundry use of the Building's Occupant's only and may not be rented or used for commercial or any other purpose.

3.09 No Smoking. No smoking is permitted in any common area or on any Common Element within a Building or in the basement or in any Laundry Area. Any person who smokes inside a Unit or on a balcony or patio must implement measures, at the smoker's expense, to prevent the smoke from invading other Units and common areas including hallways.

3.10 Insect Control. Unit Owners must take appropriate and reasonable measures to prevent rodent, insects or other pest infestation of their Unit and the Building. If a Unit is not properly maintained and in the opinion of a pest control professional, an infestation of pests results from such improper maintenance of the Unit, the Association's costs for pest control of the Building will be specially assessed to that Unit and the Unit Owner will be required to pay the special assessment within 30 days of receipt of the assessment notice from the Association.

3.11 Noises and Odors. Occupants must not allow any sounds to be generated in their Unit which interfere with the quiet enjoyment of the Condominium by other Occupants. Unit Owners must not allow odors to be unreasonably dispelled from their Units which irritate other Occupants of the Building or which are harmful to the health of other Occupants.

3.12 Personal Property and Storage. The Association is not liable for any loss or damage to an Occupant's or their guests' personal property located in any Unit or on Limited Common Element or Common Element.

(a) Other than the items listed in Section 2.06 of these Rules, personal property must never be stored on balconies, in hallways or outside a Building. Bicycles must never be stored in a Laundry Area or on other Common Elements (bicycles can be stored in the Unit or in the assigned storage unit). Any material prohibited by law or ordinance must not be stored anywhere in the Condominium. Baby strollers, bicycles, playpens, wagons, toys, skateboards, roller blades, benches, chairs, or other articles of personal property must not be left unattended in or on any Common Elements (Common Elements include yards, hallways, basements, and parking areas).

(b) Display or storage of lawn or other decorations, outdoor fencing or other personal property in the Condominium's yard is prohibited.

(c) If personal property is left unattended, displayed or installed by any Occupant or their guest on Common Element, the Association can choose to do either of the following:

(i) pick up the item(s) and place them in Association storage. The owner of the item(s) can then reclaim the items(s) by proving to the Association's Manager's satisfaction that they own the item and paying a \$25 storage fee to the Association; or

(ii) notify Occupants they have two weeks from the date of delivery of such notice to remove all Occupant personal property items from the Common Elements. After expiration of the two weeks, the Association may remove any unauthorized items still remaining on Common Element and dispose of them without further notice to any Occupant, and assess the costs for such removal to the Unit(s) whose Occupants left the personal property items. The Association has the right to hire a private contractor to remove and dispose of unauthorized items and assess that cost to the Unit(s) where the offending Occupant(s) reside. Any assessment to a Unit made under this Section 3.12 must be paid within 30 days of the date the Unit Owner is notified of the assessment *or the Unit will be assessed an additional fine of \$100.00*. If the Association is unable to identify which Occupants left items in a Building's common areas or yard, all Units in the Building will be assessed an equal share of the costs to remove and dispose of the items in the Building's common areas as described in this paragraph.

3.13 Grills/Barbeques. Charcoal and gas grills or barbeque equipment cannot be used or stored within ten (10) feet of any building or structure (such as a deck or stairs). No grill or barbeque equipment can be used on any balcony. A grill or barbeque equipment must not be left unattended nor stored overnight on or in any Common Element.

3.14 "For Sale" and "For Rent" Signs. Unit Owners must not erect or locate "For Sale" or "For Rent" signs anywhere on the Condominium including in the window of any Unit. The Association, in its discretion and at the request of one or more Unit Owners, may erect one or more "For Sale" or "For Rent" sign(s) on the Common Elements for the benefit of one or more Unit Owners.

3.15 Home Repair and Remodeling. Demolition activity and the use of power tools within a Unit must not occur between the hours of 7:00 p.m. and 8:00 a.m. of the following day. Any changes to any Common Element or Limited Common Element must not be made without the express written approval of the Board of the Association.

3.16 Damage or Waste by Occupants.

(a) If any Occupant causes garbage to accumulate in a hallway, yard, basement or other Common Element, the Association will notify the Owner of the Unit that they have five (5) days to remove the garbage and clean the common area. If the accumulated garbage is not removed and the common area cleaned by the expiration of this 5-day period, the Association will remove the garbage and clean and the Unit will be assessed the greater of \$75.00 per hour per worker required to accomplish the clean-up, or \$75.00 (minimum charge). If the Association is unable to identify which Occupants caused the garbage accumulation in a Building or yard, all Units in the Building will be assessed an equal share of the costs to remove the garbage and clean as described in this paragraph.

(b) If an Occupant or a Unit's components damage another Unit or any Common Element, the Owner of the Unit that was the source of the damage or their Occupant who caused the damage will be required to reimburse the Owner(s) of the other Unit(s) and/or the Association for the costs to make repairs or replacements. The Unit Owner required to reimburse must pay the reimbursement within thirty (30) days of receipt of the itemized bills for the repair or replacement; if they fail to pay within this 30-day period, the Association has the right to assess the offending Unit a fine equal to \$25.00 for each day the reimbursement remains unpaid. Unit Owners and their Occupants must monitor and inspect the fixtures and appliances in their Unit to prevent and stop plumbing problems, water leaks and overflow toilets, tubs and sinks. The Association recommends each Unit Owner buy insurance to cover their obligations under this paragraph.

3.17 Quiet Time. Between the hours of 10:00 p.m. and 6:00 a.m. each day (the "Quiet Time"), all Occupants and Unit Owners must modify their use of the Condominium property to keep noise to a minimum throughout the property. Specifically, during Quiet Time, use of the laundry machines, loud playing of audio devices or televisions, construction or remodeling work, and holding gatherings that could disturb others in the buildings are prohibited.

SECTION 4 LEASING OF UNITS

4.01 Unit Owner Remains Responsible. The leasing of a Unit for residential purposes is allowed, provided, the requirements set forth in this Section 4 of the Rules are met. By owning a Unit, the Unit Owner acknowledges that during any period a Unit is leased, regardless of the arrangement the Unit Owner has with their tenant, the Unit Owner is responsible and liable to the Association for, (i) all assessments and utility charges to the Unit by the Association (including Unit specific special assessments ("fines")), and (ii) compliance by the Occupants with all provisions of the Declaration, Bylaws and Rules. The Association is not obligated to address any assessment or violation of the Declaration, Bylaws or Rules with any party other than the Unit Owner.

4.02 Mandatory Requirements to Lease a Unit. To lease a Unit, the Unit Owner must comply with the following.

(a) At the time a Unit Owner submits a new lease to the Association, there must be no outstanding, delinquent general assessments, special assessments, fines, interest, or utility charges owed on the Unit that is the subject of the new lease. If there are delinquent amounts owed to the Association on the Unit, the Association must prohibit lease of the Unit until the Unit Owner pays all amounts owed on the Unit including all late fees, accrued interest and the Association's costs of collection.

(b) If during the period a Unit is leased, two or more installments of any of the following assessments to the Unit: monthly, special or utility charge, are not paid to the Association when due and remain unpaid for a period of ten (10) days after the date the assessed amount was due, then upon expiration or earlier termination of the lease which is effective when the second instance of delinquency occurs, the Unit Owner will be, for a period of six (6) months, prohibited from leasing the Unit again including renewing or extending the existing lease.

(c) A Unit Owner must have a written lease for their Unit with a time period term of at least six (6) months and the Las Casitas Association's Lease Addendum must be part of the lease.

A copy of the signed lease for the Unit with the Addendum and a fully **completed Occupant Information Sheet in the form attached to these Rules as Addendum A**, must be delivered to the Association's Manager no later than the initial date of occupancy by the tenant. Once the tenant of a Unit leased in accordance with these Rules has occupied the Unit for 6 consecutive months, the Unit Owner may extend or renew in writing that tenant's tenancy for any additional time period including from month-to-month, without paying any additional fee under Section 4.02(d), provided, the Unit Owner delivers to the Association's Manager a copy of the amendment renewing or extending such tenancy. Such amendment must be delivered to the Association no later than the date the amendment becomes effective.

(d) Pay the Association a \$25 lease administration fee for each new lease submitted to the Association (not including the renewal or extension of a lease for any tenant who has occupied a Las Casitas Unit for six or more consecutive months).

4.03 Tenant Copies of Condominium Documents. Wisconsin Condominium Law requires the Unit Owner to provide their tenant a copy of the Declaration, Bylaws and Rules for the Condominium. Each Unit Owner leasing a Unit shall furnish the Unit with copy of each of the Declaration, Bylaws and current Rules for the Condominium. A binder with a hard copy set of these Condominium Documents can be obtained from the Association for a \$25.00 fee; digital copies are available from the Association at no charge. Tenants can be provided digital copies.

4.04 Association Must Receive Lease Information. For each leased Unit, the Association must receive and shall be entitled to retain a fully executed copy of the lease and the completed Occupant Information Sheet. Each Unit Owner leasing their Unit has a duty to notify the Association of any change to the lease or to the information in the Occupant Information Sheet. The Association must have a key to each Unit including leased Units.

4.05 Association Remedies If an Owner Leases Without Complying with These Rules.

(a) If a Unit Owner leases a Unit in violation of Section 4.02 of these Rules, the Association will, upon discovery of such violation, specially assess by written notice to the Unit Owner a \$100.00 fine to the Unit. The fine will be due no later than the last day of the month in which such notice of fine is delivered to the Unit Owner. Examples of violations by Owner/landlords could include failure to provide the Association with a copy of the lease, failure to provide a completed Occupancy Information Sheet, failure to provide the Association a key to the Unit, or leasing the Unit while there is a delinquent balance owed to the Association.

(b) If 30 days after the date of delivery of the Association's notice of assessment of the initial \$100.00 fine, the Unit Owner is still in violation of Section 4.02, the Association will assess, by written notice to the Unit Owner, an additional fine of \$200.00. This second fine will be due no later than the last day of the month in which such notice of the second fine is delivered to the Unit Owner.

(c) If the second fine of \$200.00 is assessed and the Unit Owner fails to pay the second fine by the due date for payment, on the day after such due date, the Association will levy a third fine of \$200.00 and subsequent fines of \$200.00 each month that the Unit remains rented while the Unit Owner has not fulfilled the leasing requirements in Section 4.02. Unpaid fines under this section 4.05, like all delinquent assessments, will accrue interest payable by the Unit Owner at the rate of 12% per year.

SECTION 5 MAINTENANCE

5.01 Maintenance of Unit. All Unit Owners must promptly perform or have promptly performed all maintenance and repair work within their own Unit which could adversely affect any Common Element or any other Unit. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair their Unit's components causes, whether to the Common Element, the Association's property, another Unit or another Unit Owner's property. The Association strongly recommends each Unit Owner maintain insurance to cover this potential liability. Occupants are prohibited from discarding any materials from the windows, balconies or doors of the Units and from discarding any materials into or on the Common Elements and Limited Common Elements.

5.02 Maintenance of Common Elements. No Unit Owner or Occupant or their guest or invitee is permitted to store any personal property on Common Element or Limited Common Element, except they may store personal property which is not hazardous, noxious or illegal in the basement Storage Unit assigned to their Unit. Except for the defined area of Storage Units, the basement of each Building is Limited Common Element for the exclusive use of the Occupants of the Units in the Building and for use by the Association for maintenance and storage purposes. In no case shall any personal property ever be placed, left or stored for any period of time on stairs, at the entrance to stairs, or blocking access to any Common Element, Limited Common Element or utility facilities. The Association may store Association property on or in any Common Element including any basement or utility room.

5.03 Association Access to Units. The Association has the irrevocable right to access each Unit during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements, or at any time for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units. The Occupant will be notified when the Association or its agent or contractor needs to access the Unit in nonemergency situations via a notice posted to their door and delivery of an email message, each of which shall be placed at least 24 hours before the access occurs.

5.04 Landscaping. Unit Owners are hereby prohibited from planting outdoor vegetation anywhere within the Condominium without the prior written approval of the Association's Board of Directors.

5.05 Garbage and Recycling. Unit Owners must dispose of garbage and recyclable materials from their Unit only in the containers (dumpsters) provided for this purpose by the Association. Occupants must not leave trash or other debris on the curb for pick-up by the City of Madison except with the advance written approval of the Association. If an Occupant leaves any trash, garbage or disposed items on Condominium property outside of a dumpster or on the curb (without the Association's advance written approval), the Unit housing the Occupant will be assessed a \$25.00 fine for the first incident, a \$35.00 fine for the second incident and a \$50.00 fine for the third and each subsequent incident. The Association may use surveillance equipment, witnesses or identifiers in the discarded items to determine the identity of violators.

SECTION 6 VEHICLE RESTRICTIONS

6.01 Obstructions. Driveways and drive aisles must not be used for any purpose other than the ingress and egress to and from Buildings and Units. There must be no parking in driveways.

6.02 Parking. Each Unit is assigned two parking spaces. The Association's Manager can provide each Unit two Las Casitas parking stickers. Occupants and their guests must park their vehicles only in their Unit's assigned space(s). Unit Owners and Occupants must not park, nor permit their families, guests and invitees, to park in or to block access to, the parking spaces assigned to other Units. Absolutely no driving or parking of any vehicles is permitted on any lawn or landscaped area of the Condominium. If an Occupant's or their guest's vehicle is parked on Condominium property during the Occupant's extended absence (more than seven (7) consecutive days), the Occupant, for the duration of the absence, must have a responsible person locally available hold the keys to their vehicle in case the vehicle needs to be moved for parking maintenance, repairs or an emergency; the Occupant must notify the Association as to who holds their vehicle key. The Association may cause the removal of improperly parked vehicles at the expense of the Unit Owner or Occupant who controls the vehicle including if the vehicle belongs to their guest or invitee. Major repairs of vehicles must not be done at the Condominium.

6.03 Service and Recreational Vehicles. Parking of large service and recreational vehicles at the Condominium, including but not limited to trailers, boats, campers, and large delivery trucks is prohibited. These provisions do not prohibit temporary parking of such vehicles for the purpose of loading and unloading. A temporary waiver of these prohibitions may be obtainable from the Association.

6.04 Inoperable Vehicles Prohibited. All vehicles must be capable of immediate movement under their own power. Vehicles not currently licensed or with expired state inspection stickers are considered inoperable, as are vehicles that have one or more flat tires for three or more consecutive days. The Association can have inoperable vehicles towed off of Condominium property at the expense of the Unit Owner of the Unit where the vehicle's owner is an occupant or guest. A dated notice will be placed on the vehicle at least 48 hours prior to towing. If the vehicle is not made operable or removed from the Condominium property within 48 hours of the posting of the notice, the vehicle will be towed.

NOTICE: THE ASSOCIATION'S MANAGER WILL ACTIVELY ENFORCE ALL PARKING RULES CONSISTENT WITH CITY OF MADISON ORDINANCES ON THE TICKETING AND TOWING OF VEHICLES PARKED IN VIOLATION OF THESE RULES!

SECTION 7 AMENDMENTS

Any provision of these Rules may be amended at any time by the Board of Directors of the Association. A change to these Rules adopted by the Board will be effective on the first day of the first month following delivery of notice of the change to each Unit Owner's address of record with the Association. Notice to a Unit Owner by email is sufficient.

SECTION 8 CHANGES TO UNITS

8.01 Association Written Consent Required. Unit Owners or Occupants must not make any changes to the structure of a Unit, Common Element or Limited Common Element without the prior written consent of the Board of Directors of the Association. To request consent, the Unit Owner must provide a written description of the proposed changes, identify who will perform the work and the materials to be used. Unit Owners must use licensed contractors for any electrical, plumbing, HVAC or structural work. If the Association consents to proposed changes, all materials and fixtures installed by a Unit Owner must be of first class quality and fully paid for by the Unit Owner.

8.02 Window and Door Replacement. If a Unit's window(s) or entry door are badly damaged or broken, the Unit Owner must replace the item at Unit Owner's expense. If any of a Unit's windows or its entry door are replaced, the item must be of material and in a style, color and appearance consistent with the good condition windows and doors of the other Units in the building. Unit Owners are encouraged to check with the Association's Manager before installing an item to verify it meets these requirements.

SECTION 9 ENFORCEMENT

9.01 Community Cooperation. When a neighbor acts in an offensive or unreasonable manner as defined by these Rules (for example, loud music, barking dog, fireworks), an expedient course of action is to ask the neighbor to stop, unless you are concerned for your own safety in doing so. If a neighbor is disturbing the peace and it is an emergency, call 911; if it is not an emergency, call the City of Madison Police at this nonemergency number: 608-266-4275. If an animal is causing a problem and you cannot or are unwilling to contact its owner or responsible person directly, call the Police or Public Health Madison and Dane County Animal Control Services at 608-255-2345. The Association's Manager and Board are willing to help Unit Owners work out solutions, however, the Manager and the Board are not a law enforcement agency.

9.02 Assessments Not Paid When Due. The Association's Manager keeps the Board fully informed of Unit Owners who are delinquent in the payment of Association assessments. The Association's policy for collecting on delinquent Unit accounts is to engage in the following actions, and any costs the Association incurs to implement these actions will be assessed to the Unit:

(a) Monthly assessments are due on the first day of the month. Special assessments levied to all Units are due on the date set by the Board. If payment of the assessment is not received by the Association on time, the Association's Manager will deliver a written reminder to the Unit Owner followed by a phone call (the written reminder can be provided via email).

(b) If an assessment due on the first day of the month is not paid by the 10th day of that month, the Association's Manager will deliver a letter demanding payment by the end of the month including payment of accrued interest from the original due date until the date of payment at the rate of 12% per year.

(c) The Association will contact the holders of any mortgage on the Unit because the failure to pay Association assessments is typically a breach of the mortgage contract. If the Unit is leased, the Association will also contact the tenant to learn the status of rent payments by the tenant to the Unit Owner.

(d) The Association will file a statement of condominium lien against a Unit if an amount due remains unpaid 90 days after the date it was due. The Association's legal and filing fees incurred in filing the lien and attempting to collect any delinquent amount due will be added to the balance due for the Unit. If a statement of lien is filed, the Association will levy a special assessment of \$50 to the Unit as an administrative charge by the Association.

(e) If there is an amount which has been owed for more than 120 days and the Unit Owner has not made arrangements with the Association to pay the delinquent balance due while also staying current in paying ongoing assessments, the Association will usually refer the matter to the Association's attorney to enforce payment or lien foreclosure.

9.03 Remedies for Rules Violations. If a violation of any provision of the Declaration, Bylaws and Rules is reported to the Association's Manager or Board and the remedy for the type of violation is not specifically provided in the Declaration or Bylaws or in other sections of these Rules, in general, the Association will do the following. Examples of the types of violations that will be treated as follows include not properly heating a Unit, too much noise during Quiet Time, storing personal property items on a balcony or in a hallway, parking violations, creating a nuisance, using the laundry areas improperly, failing to pick up after a dog, housing a prohibited animal, changing the lock to the Unit door without notifying the Association, etc.

(a) Initial Contact. The Association's Manager or a Board member will contact the Unit Owner by email, telephone or in person to notify the Unit Owner of the violation(s) or reports of violation(s), discuss the circumstances, request that the violations stop, and recommend how a violation can be corrected (the "Initial Contact").

(b) Second Contact. If the violation continues, is repeated or is not corrected within two (2) weeks after the Initial Contact, the Association will deliver a written warning to the Owner of the Unit which is the source of the violation listing what must be done to correct the violation, and contact the Owner to discuss why the violation has not already been corrected (the "Second Contact"). If the violation is by a tenant, as part of the Second Contact, the Association will direct the Unit Owner-landlord to deliver written notice to their tenant to correct the violation, including a warning of the consequences if the violation is not remedied; the Association will request a copy of that written notice together with the date it was delivered to the tenant. If a Unit Owner refuses to accept the Association's written warning or participate in this Second Contact, or fails to provide proof written notice was delivered by the Unit Owner-landlord to their tenant (in the case where a tenant is the violator), the Association can levy a \$50.00 fine to the Unit.

(c) Third Contact. If within two weeks after the Second Contact, the violation is not corrected; or the violation is repeated or the same Occupant commits a different violation; and, if the violator is a tenant, the Association has not received proof the Second Contact included that the Owner-landlord notified the tenant to correct the violation, the Association will, by written notice, levy a \$100.00 fine against the offending Unit and give the Unit Owner another two weeks to get their Unit's violation corrected (the "Third Contact").

(d) Fourth Contact. If within two weeks after the Third Contact, the violation is not corrected; or the violation is repeated or the same Occupant commits a different violation, the Association will, by written notice to the Unit Owner, (i) levy another \$100.00 fine against the offending Unit, plus, (ii) notify the Unit Owner that they are prohibited from extending the current lease for the offending Unit past its expiration date and prohibited for a period of six (6) months after the expiration of the current lease from renting the Unit again (the "Fourth Contact").

(e) Final Action. If the Occupant of a Unit which was the subject of an Initial, Second, Third and Fourth Contact has not fully corrected a violation or is still engaging in a violation two weeks after the Fourth Contact, the Association will assess the offending Unit, by written notice on the first day of each month, a fine equal to \$25.00 for each day after the expiration of the two week period the violation continues (a "Final Action").

(f) Any Unit Owner who receives a Third Contact, Fourth Contact or Final Action may appeal its contents to the Association's Board of Directors. To appeal, the Unit Owner must contact, in writing, the Association's Manager within three (3) days of delivery of the Third Contact, Fourth Contact or Final Action noting the request for appeal, and attend the next regularly scheduled Board of Directors meeting. At a Board meeting, the Board will review the facts and any additional information the Unit Owner and/or Association Manager has supplied relevant to the appeal, and determine whether there was a violation and whether the Association's actions will be upheld. After hearing the appeal, the Board has the discretion to eliminate, decrease or increase any fine that was levied. The Board must provide a written determination of the appeal to the Unit Owner. If the Unit Owner does not appeal, the Unit's violation will be recorded and the Association's actions in response will apply.

(g) The Association's maintenance staff can also correct a Unit's violation, however, if they do, the Unit will be assessed a special assessment at the rate of \$75.00 per hour of staff time required to correct a violation, with a minimum one-hour charge. Any other costs incurred by the Association to correct a violation including but not limited to a vehicle towing charge, pest exterminator charges, extra security measures, sound attenuation materials or equipment, vapor mitigation and control equipment or materials, and/or attorney fees, etc., will be assessed to the Unit whose Occupant(s) engaged or are engaging in the violation. The assessment(s) described in this paragraph are in addition to the fines and interest described in the other paragraphs of the Declaration, Bylaws and these Rules.

(h) If a violation is not timely corrected, at any time, the Board may authorize an attorney to enforce the Declaration, Bylaws or Rules, as the case may be, and collect from the Unit Owner all amounts assessed by the Association including interest, plus, the costs the Association has incurred in enforcement and remedying violations.

(i) The Association's enforcement policies described in the preceding paragraphs are not exclusive. If the Board of Directors in its sole discretion determines that circumstances so warrant, it may proceed immediately, and without giving the above-described written notices to the Unit Owner, to exercise any remedy provided in the Declaration or by law or equity, including directing the Association's attorney to file suit to enforce. Wisconsin Statutes Section 703.245 applies to claims brought in circuit court.

9.04 Fines. Any Unit specific special assessment (including any "fine", interest or charge to a Unit under Declaration Section 14.2) levied by the Association must be paid no later than the last day of the month in which the fine is levied.

9.05 Complaints. Complaints regarding the management of the Condominium or regarding actions of other Unit Owners shall be made in writing to the Association's Manager. Unit Owners who are not serving as Directors of the Association must not direct, supervise or in any manner attempt to assert control over or request favors of the Association's Manager or any employee of the Manager or the Association.

END