

**RULES AND REGULATIONS OF THE
HAWKS RESERVE CONDOMINIUM OWNERS ASSOCIATION, INC.**

The following rules and regulations are adopted by the HAWKS RESERVE CONDOMINIUM OWNERS ASSOCIATION, INC. (the "Association") for the purpose of assuring that the Condominium is operated in an efficient and orderly manner so as to create a pleasant living environment.

**ARTICLE 1
GENERAL**

1.01 Applicability to All Residents. All rules and regulations shall apply to and shall be complied with by all Unit Owners, residents within Units, and their guests, families, invitees, and tenants.

1.02 Definitions. All capitalized terms not defined herein shall have the definitions assigned to such terms by the Declaration of Condominium for Hawks Reserve Condominiums executed by Hawks Condominiums Corp. (the "Declarant") and recorded in the office of the Dane County Register of Deeds (the "Declaration"). These Rules and Regulations shall be administered by the Board of Directors of the Association (the "Board").

1.03 Keys and Locks. The Association shall have the right to retain a passkey to each Unit at all times for access to such Unit for emergencies and as otherwise permitted in the Declaration. No Unit Owner shall 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 shall provide the Association with a key for use by the Association pursuant to its rights to access the Units.

1.04 Winter Heating. Whether occupied or vacant, all Units shall be heated to at least 55° Fahrenheit from November 1 through May 1 each year to prevent potential damage through freezing of pipes. Any damage caused by the failure of a Unit Owner to comply with this Section shall be the responsibility of such Unit Owner.

**ARTICLE 2
APPEARANCE**

2.01 Signs. No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features at all entrances to the Condominium and to erect appropriate signs for the sale of Units. The Board shall have the authority to enact rules relating to "for sale" signs by Unit Owners.

2.02 Hanging of Garments and Window Coverings. The hanging of garments from the windows or any facades of the Condominium is prohibited. No paper, sheets, blankets and the like shall be used for window coverings.

2.03 Outside Installations. No outside installations, such as basketball hoops, awnings, machines, air conditioning units, wiring for electrical or telephone installation, or other

similar protrusions shall be allowed on the exterior of the Condominium without the prior written consent of the Association.

2.04 Antennae. To the extent this restriction is permitted by applicable law, no exterior antennas, windmills, or satellite dishes shall be erected on any Unit without the prior written approval of the Association.

2.05 Laundry. No laundry is to be hung on balconies, decks, or in windows for any reason.

2.06 Limited Common Elements—Decks and Patios. All decks and patios shall be kept by the residents in a clean, neat and orderly condition, free of debris. No personal property shall be stored thereon except for patio and deck furniture and electric grills. Staining and painting of the decks shall be the responsibility of the Association, as contemplated in Section 7.04 of the Declaration. Bird feeders, tiki torches, and wind chimes are not permitted on or near decks or patios without first obtaining the Association's written permission.

2.07 Decorations. Notwithstanding the foregoing, potted plants, hanging plants, door wreaths, flags, and other decorations that do not detract from the visual attractiveness of the Condominium may be permitted, subject to approval by the Board. Any hanging plants must be light in weight and should be hung only from beams. Damage created by hanging plants or other decorations shall be the responsibility of the Unit Owners. Unit Owners are also responsible for the overall condition of plants and other decorations and the Association has the right to remove empty planters, planters with dead plants and other decorations that are in poor condition with three (3) days' notice. The Board shall have the right to determine if any of the decorations of Units detract from the visual attractiveness of the Condominium. Holiday decorations shall be removed within 72 hours following the Holiday with the exception of Christmas decorations, which are to be removed within one week after New Year's Day.

2.08 Grills. Gas and charcoal grills are prohibited within the Condominium property. Use of electric grills shall be permitted outside on patios and decks only, and only in accordance with applicable insurance requirements, state and local laws and fire regulations, and any such rules as may be promulgated from time to time by the Association.

ARTICLE 3 USE RESTRICTIONS

3.01 Animals.

(a) *Types.* Dogs, cats, fish, birds, and caged household pets may be kept in the Units, provided they are not kept, bred, or maintained for commercial purposes. The combined weight of cats and dogs shall not exceed fifty (50) pounds per Unit, and the total number of dogs and cats kept in any Unit shall not exceed two (2). No Rottweilers or Pit Bulls shall be allowed anywhere within the Condominium. The Board shall have the right to grant a written, revocable variance to these restrictions based upon, among other things, the age and temperament of the animals.

(b) *Control of Animals.* Animals shall be carried or kept on a leash by a person capable of controlling the animal at all times when not in a Unit. Animals may not be leashed unattended on the Unit Owner's patio or deck. All animals must be registered with the Association and owners of animals shall be pecuniarily liable for damage caused by their animals. Kennels, doghouses and the like shall be kept inside their respective owner's Unit.

(c) *Registration.* All animals must be registered with the Association, and must furthermore be registered and inoculated as required by applicable law.

(d) *Unit Owners Responsible.* Unit Owners are responsible for any damage to person or property caused by animals brought or kept on the Condominium by the Unit Owner, his or her family, guests, or tenants.

(e) *Removal of Pets.* Any animal that is left unattended on a regular basis or that is permitted to make disturbing noises or otherwise interfere with the rights, comforts, and conveniences of other residents may be found by the Board to be a nuisance, in which case such animal shall be subject to removal from the Condominium.

(f) *Pet Waste.* Each Unit Owner shall have the duty to clean up after any animal owned by the Unit Owner or the Unit Owner's guests, tenants, or invitees after the animal has defecated or otherwise used any portion of the Common Elements. Should a Unit Owner fail to comply with this rule, then the Board may determine that the animal is a nuisance. If droppings or burn residue from urine are found to be concentrated around one particular Unit, the Association may assume the damage to be done by that Unit Owner's pet (or resident of that Unit if he or she is a tenant). The Association may have the area around that Unit cleaned and relandscaped as necessary, in which case the Unit Owner shall be required to pay all charges plus appropriate fines. Sewers may not be used for disposal of feces or kitty litter.

3.02 Damage to Common Elements. Damages to the Common Elements caused by a resident or visitors, guests, tenants, or agents of a resident shall be the responsibility of the Unit Owner or the person causing such damage.

3.03 Maintenance of Unit. All Unit Owners are responsible for keeping their Units repaired and maintained in good order and condition. All repairs and maintenance to internal installations shall be made at the Unit Owner's expense. All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit which would adversely affect any portion of the Condominium. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

3.04 Maintenance of Common Elements. Unit Owners shall be prohibited from discarding any materials from the windows, balconies, or doors of the Units and shall be prohibited from discarding any materials into the Common Elements.

3.05 Nuisances. No offensive or unlawful activity shall be permitted in the Condominium. Unit Owners shall not use or permit the use of their Unit or the Condominium in any manner that would be disturbing or be a nuisance to others, or in such way as to be injurious

to the reputation of the Condominium. All Unit Owners shall keep the volume of any radio, television, power equipment, or musical instrument in their Units sufficiently reduced at all times so as to not disturb other Unit Owners. Despite such reduced volume, no Unit Owner shall operate or permit to be operated any such devices in a Unit between the hours of 11:00 p.m. and the following 8:00 a.m., if such operation shall disturb or annoy other occupants of the buildings. No loud, disturbing, or objectionable noises shall be made indoors or outdoors by occupants or guests including, but not limited to, yelling, stomping feet, playing of musical instruments, radios, stereos, televisions, amplifiers, or other devices in such a manner as might disturb other occupants. Any noise that can be heard outside of the Unit shall be considered too loud. No noisy vehicles may be operated on the property. Unit Owners may be requested to remove wind chimes, bells, loud stereos, or other devices at the request of a neighbor.

3.06 Storage. The Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements. No hazardous or flammable materials, or materials prohibited by law or local ordinance, may be stored in any of these areas.

3.07 Salting. Unit Owners are prohibited from using salt on the access walks or driveways of the Condominium and shall be liable for the costs of repairing all damage caused by the use of salt.

3.08 Landscaping. Unit Owners are prohibited from planting outdoor vegetation anywhere within the Condominium without the prior written approval of the Association.

3.09 Personal Property. Except in any recreational areas designated as such by the Association, no playing or lounging shall be permitted in the Common Elements, nor shall baby carriages, bicycles, playpens, wagons, toys, skateboards, roller blades, benches, chairs, or other articles of personal property be left unattended in Common Elements. Any items left unattended may be picked up by the property manager at the Unit Owner's expense. The items will be placed in the Association storage until a \$100.00 storage fee is paid.

ARTICLE 4 VEHICLE RESTRICTIONS

4.01 Obstructions. Driveways shall not be used for any purpose other than the ingress and egress to and from Units.

4.02 Parking. All Unit Owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense. Unit Owners shall not park, nor shall they permit their families, guests, invitees, or tenants to park upon or to block access to, the parking areas of other Unit Owners, or in a manner that blocks sidewalks or driveways. Unit Owners shall not leave their vehicles idling in any garages. Only authorized vehicles with verifiable "Handicapped" status are authorized to park in parking spaces marked and reserved for handicapped. If any vehicle owned or operated by a Unit Owner, any member of his family, tenants, guests, invitees, or licensees shall be illegally parked or abandoned on the Condominium, the Association shall be held harmless by such Unit Owner for any and all damages or losses that may ensue, and all rights in connection therewith that the Unit

Owner or driver may have under the provisions of the state or local laws and ordinances are hereby expressly waived. The Unit Owner shall indemnify the Association against any liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof.

4.03 Traffic Regulations. Only licensed vehicles and licensed drivers are permitted on the roads within the Condominium property. Dirt bikes, trail bikes, and all-terrain vehicles are not allowed on the Condominium property. Motorcycles may be operated on the paved portion of the property only as a primary means of street transportation to and from the property. Motorcycles, motorbikes, motor scooters, or other similar vehicles may not be used on any portion of the property for recreational purposes.

4.04 Service and Recreational Vehicles. Parking of service and recreational vehicles, including but not limited to trailers, boats, campers, vans, or other vehicles, shall be prohibited unless such vehicles are kept in the Unit Owner's garage. These provisions shall not prohibit temporary parking (not to exceed 24 hours) of such vehicles for the purpose of loading and unloading. A temporary waiver of these prohibitions may be obtained at the discretion of the Association.

4.05 Bikes/Recreational Equipment. Unit Owners shall keep bikes and other recreational equipment in their Unit and not stored in the Common Elements. Bicycles are allowed on the Condominium property, but care should be exercised when riding a bicycle on any road. Even though cars should yield the right-of-way to bicycles, riders should be extremely careful when riding on roads and hills and must follow traffic rules and obey traffic signs.

4.06 Garage Door. The garage door to any Unit shall remain closed at all times except when in use for ingress or egress purposes.

4.07 Current Registration Required. Any vehicle left outside of any Unit must have current registration and all required inspection credentials in the State of Wisconsin. Any unregistered vehicle left unattended in such areas will be reported to the police and will be towed at the Unit Owner's expense.

4.08 Snow. Within 24 hours of a snowfall that requires plowing, vehicles must be moved to a cleared space.

4.09 Vehicle Repair. Major repairs, vehicle painting, and major restoration of any vehicle are prohibited within the Condominium. Minor repairs that can be completed in three (3) hours or less are allowed within the garage of the Unit only. Minor repairs include, for example: adding fluids, changing/rotating tires, jump-starting, and changing batteries. The Board will determine what is to be included as minor repairs. Changing of oil and other fluids is prohibited within the Condominium.

ARTICLE 5 AMENDMENTS

This document may be amended at any time by the Board of Directors of the Association.

ARTICLE 6
FINES

In addition to all other remedies available to the Association or to other Unit Owners under the Declaration, the Bylaws, or applicable law, the Association shall have the right, following delivery of notice of violation and expiration of any cure period required under the Declaration, to impose against any Unit Owner in violation of the Declaration, the Bylaws, or these Rules and Regulations, a fine against such Unit Owner as may be determined from time to time by the Board. Fines are to be paid immediately to the Association. Any fine not paid within ten days after billing therefor by the Association shall accrue interest in the amount of one percent (1%) per month for every month the fine is not paid. The Association shall have the right, following imposition of any fine, to collect the same as a Special Assessment against the Unit Owner's Unit.

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