

Maywick Estates Townhomes Condominium Association, Inc.

Administrative Rules and Regulations

These Administrative Rules and Regulations (“Rules”) relating to the use of the Common Elements, Limited Common Elements and Units of the Condominium are intended to enhance the general enjoyment of life at the Condominium. They supplement the provisions of Wisconsin law, the City of Madison ordinances, the Declaration and By-Laws, all of which also regulate the use and enjoyment of the Condominium. In case of conflict of interpretation, the terms of the Declaration shall be enforced. These Rules are designed to give Unit Owners the greatest degree of personal freedom consistent with the rights of others using the Condominium. The Rules set forth below are adopted and may be amended by action of the Board of Directors the Association. If you have suggestions for their improvements, let your Association Board of Directors know about them.

1. General Use and Occupancy

a. Each of the Units shall be occupied and used only as a residence by the respective Owners thereof, their tenants (prior approval having been obtained, and only when expressly permitted by the Association), families, servants and guests and for no other purpose except for home occupations allowed by local zoning.

b. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended. The Common Elements and Limited Common Elements shall not be obstructed, littered, defaced or misused in any manner.

c. No Unit Owner or occupant shall place, store or maintain objects of any kind in the Common Elements and Limited Common Elements. Notwithstanding the prior sentence, Unit Owners:

- i. Have the exclusive right to use the decks and patios, if any, adjacent to their Unit, including the placement of normal patio-type furniture.
- ii. Unit Owners are obligated to clean the decks and patios, if any, adjacent to their Unit.
- iii. Alterations, changes or additions and permanently affixing items to the decks and patios are forbidden without prior written consent by the Association’s Board of Directors.
- iv. Only covered “Weber-type” grills or gas grills may be used for cooking on the decks and patios.

d. Every Unit Owner or occupant shall at all times keep the Unit in a clean and sanitary condition.

e. Every Unit Owner or occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by either the State of Wisconsin or by the City of Madison or adopted by the Association.

f. The use of the Unit and the undivided interest in the Common Elements and Limited Common Elements appurtenant to such Unit shall be consistent with existing law and the Declaration of Condominium and the Association’s By-Laws.

g. Unit Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other Owners, or in such ways as to be injurious to the reputation of the Condominium.

h. Common walks, lawn areas and other Common Elements and Limited Common Elements shall be kept free from rubbish, debris and other unsightly materials, and shall not be obstructed, littered, defaced or misused in any manner.

i. No outdoor clothes lines may be erected and nothing shall be hung or exposed on any part of the Common Elements and Limited Common Elements. The hanging of garments, rugs and similar articles from the windows or from any facades of the Property shall not be allowed. No sheets shall be used for window coverings unless on a temporary basis for a reasonable period of time while awaiting the delivery of ordered draperies or curtains.

j. No Unit Owner shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls of his Unit, and no sign (including signs advertising home occupations), awning, shutter or antenna shall be affixed to or placed on the exterior walls or roof, or any part thereof, without first obtaining the prior written consent of the Association's Board of Directors.

k. Unit Owners shall not do any work which would jeopardize the soundness or safety of the Property, reduce the value thereof or impair any easement or hereditament without first obtaining, in every such case, the prior written consent of the Association's Board of Directors.

l. No Unit Owner or occupant may alter, change or remove any furniture, furnishings or equipment from the Common Elements and Limited Common Elements or facilities.

m. No Unit owner may construct or cause to be constructed a fence along or between the Common Elements or Limited Common Elements without prior written consent of the Association.

n. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement to the Common Elements and Limited Common Elements rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees.

o. There may be no solicitation for the sale of goods or services or for donations at the Condominium unless approval has been given by the Association's Board of Directors.

p. All Units, whether occupied or vacant, shall be heated to a minimum of 60 degrees Fahrenheit during winter months.

q. The Association shall have the right to request and retain a passkey to each Unit. No Unit Owners shall alter any lock or install a new lock on any door of the Condominium without the prior written consent of the Association Board of Directors. In the event such consent is given, the Unit Owner shall provide the Association with an additional key for use by the Association pursuant to its rights of access to the Units.

r. The Association shall have the right of access to any Unit to make emergency repairs necessary to protect the Common Elements or other Units.

s. Garage doors shall remain closed at all times except for ingress and egress.

t. All Unit Owners shall collect all Unit trash and deposit same at the public street curb as required by the Association.

2. Parking Stalls

a. Unit Owners shall not park, nor shall they permit their families, guests, tenants or tradesmen to park in any area except the garage attached to a Unit or marked parking stalls included as a Common Element. Notice of any violation of this rule will be given by the Association, and, if such a violation continues after notice, the cars will be towed off the premises at the expense of the offenders.

b. Parking areas and driveways shall not be used for any mechanical work on vehicles except in an emergency. Nor shall these areas be used for the washing and polishing of vehicles.

3. Pets

a. Livestock, poultry, rabbits or other animals shall not be allowed or kept in any part of a Unit except that dogs (not in excess of fifty pounds when fully grown), cats and other household pets not

exceeding two in number may be kept by the Unit Owners in their respective Units; but shall not be kept, bred or used therein for any commercial purposes.

b. Dogs, cats, birds and other household pets shall not be permitted to cause a nuisance or an unreasonable disturbance. Any pet causing such nuisance or disturbance to any other occupant shall be permanently removed promptly upon the Owner being given notice by the Association Board of Directors.

c. Pets will not be allowed on landscaped Common Elements and Limited Common Elements unless attended. The owner of animals using Common Elements and Limited Common Elements shall immediately remove any defecation.

4. Architectural Control

a. No structural changes or alterations shall be made in any Unit without prior written consent of the Association's Board of Directors and any Mortgagee holding a mortgage on said Unit.

b. No Unit Owner or occupant shall install any wiring, television antenna, machines, air-conditioning Units or other equipment whatsoever on or to the exterior of the building or protruding from other balconies, through the walls, windows, or roof thereof without prior written consent of the Association's Board of Directors.

c. No Unit Owner or occupant shall make any additions or alterations to any Common Elements and Limited Common Elements or facilities, nor place or maintain thereon any signs, posters or bills whatsoever, except in accordance with such plans and specifications approved by the Association's Board of Directors.

d. No Building or part thereof shall be located outside of the building envelope which is the area of a Unit designated on the recorded Condominium Plat that encompasses the permissible area where a Unit and the related Common Elements and Limited Common Elements are located.

5. Financial Responsibility

a. Every Owner is responsible for prompt payment of maintenance fees, assessments, fines, or other charges authorized by the Association.

b. The names of Owners whose accounts are delinquent sixty (60) days or more shall be notified to all Unit Owners and may be referred to an attorney or collection agency for collection of the past due amount.

c. Neither the Board, the Association nor a third-party manager, if any, is responsible for personal property left in cars on the premises or for any loss or damage of or to property placed in any Unit or in the Limited Common Elements or the Common Elements.

6. Declarant. As long as the Declarant is marketing Units to initial purchasers, the provisions of these rules do not apply to the Declarant's use of and activity in the Condominium.

7. Violations

a. Violators of these rules will be subject to such legal actions initiated by the Association to enforce these rules.

b. Unit Owners are responsible for compliance with these Rules by all persons using the Condominium with their permission or at their invitation and further are responsible for any damage done by such persons to the Common Elements, Limited Common Elements or other Owners' Units.