RIVER BIRCH PLACE CONDOMINIUM

MISCELLANEOUS RULES AND REGULATIONS

All references herein to "Board" shall mean the Board of Directors of River Birch Place Condominium Owners Association" unless specifically so stated in the appropriate text.

I. PARKING: PROHIBITED VEHICLES

The following types of vehicles may not be parked outdoors overnight within the Condominium:

1. Any boat, boat trailer, or other type of trailer whatsoever.

2. Any recreational vehicle, motor home, or self-contained camper.

3. Any camper slip-on where the back of the camper is higher than the roof line of the cab of the truck.

4. Any mobile home, trailer, or fifth wheel vehicle.

5. Any pop-up camp/tent trailer or similar recreation-oriented portable vehicle or transportable facility.

6. Any other vehicle not defined above, which is not normally or regularly used for daily transportation, including dune buggies, all-terrain vehicles, non-operational automobile collections or other automotive equipment not licensed for use on the highways of Wisconsin.

7. Any vehicle with commercial signs, advertising, or visible commercial equipment and any large commercial-type vehicles (such as a dump truck, cement mixer truck, oil or gas truck, delivery truck), except that such vehicles may be temporarily parked in the case of a vendor or contractor providing commercial services to the Condominium. Such vehicles may not be parked overnight.

8. Private or public school or church buses.

9. Any truck of more than two-and-one-half (2-1/2) tons empty weight.

10. Any vehicle longer than 18 feet or wider than 8 feet, irrespective of whether it otherwise complies with the provisions of this article.

11. Vehicles other than those used by residents as a primary means of transportation.

12. Any inoperable vehicle. 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. Inoperable vehicles may be towed at owner's expense. A dated notice will be placed on the vehicle for a first offense prior to towing. If the vehicle is not made operable or removed from the Property within three (3) days of the posting of the notice, the

vehicle will be towed at the owner's expense. For a second offense, the vehicle may be towed without prior notice. The vehicle will be towed at the owner's expense.

II. RULES REGARDING PETS

1. Types of Pets Allowed.

   a. 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.

   b. No pet weighing in excess of thirty-five (35) pounds shall be kept or otherwise maintained in a Unit without the prior written consent of the Board.

   c. No livestock, reptiles, or poultry of any kind shall be raised, bred, or kept in any Unit or the Common Elements, nor may any animals be kept, bred or maintained within a Unit or in the Common Elements for commercial purposes.

   d. No pit bulls or Rottweilers are allowed.

2. All animals must be kept on a leash being held by a person capable of controlling the animal. No doghouses or similar pet structures shall be permitted.

3. Animals should not be left unattended outdoors when the Unit Owner is not home. A Unit Owner shall be absolutely liable for barking or other noise which disturbs other residents. A Unit Owner shall also be liable for any damage to person or Property caused by animals brought or kept on the Property by the Unit Owner, his or her family, guests, or tenants. Any animal that is left unattended on a regular basis may be found by the Board to be a nuisance subject to removal. Pets shall not at any time be left unattended tied or chained in front of, or on the patio to the side or behind a Unit, or anywhere else on the common grounds.

4. Upon written determination by the Board that an animal has been found to be a nuisance, the owner of the animal shall remove the animal from the Condominium. The Board shall have the right to determine what constitutes an unreasonable nuisance. The owner of the animal shall have the right to prior notice of, and attendance at, the meeting of the Board at which any such determination is made.

5. 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 and created a mess. 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 will 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 will have the area around that unit cleaned and relandscaped as necessary. The Unit Owner will be expected to pay all charges plus appropriate fines. Sewers may not be used for disposal of feces or kitty litter.

6. All pets shall be registered and inoculated as required by law.

7. Pet owners are responsible for preventing any disturbing noises by their pets or any other interference with the rights, comforts, and conveniences of other residents.

III. NOISE; NUISANCES

1. No noxious or offensive activity shall be conducted in any Unit or in the Common Elements, nor shall anything be done thereon, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants. Unit Owners shall not use or permit the use of their premises in any manner that would be disturbing or be a nuisance to other Unit Owners, or in such way as to be injurious to the reputation of the Condominium.

2. No loud noises shall be permitted on the Property. No noisy vehicles will be operated on the property. No exterior speakers, horns, whistles, bells, or other sound devices (other than security devices) shall be used or placed on any portion of the Property or exposed to view without the prior written approval from the Board. Unit Owners may be requested by the Board to remove wind chimes, bells, loud stereos, or other devices at the request of a neighbor.

3. 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. Any noise in the Common elements will end at 10:00 p.m.

4. All Unit Owners shall keep the volume of any radio, television, stereo 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 Condominium.

5. No resident shall play or allow to be played or operate any power tools, musical instruments, phonographs, stereo, radio, television or loudspeaker in such resident's unit between the hours of 11:00 p.m. and 8:00 a.m. if the same shall annoy or disturb other residents.

6. Power tools shall not be used outside between 7:00 p.m. and 7:00 a.m. of the following day.

IV. UTILITIES

1. A minimum temperature of 55 degrees Fahrenheit will be maintained in all units during the cold weather months between November 1st and May 1st to prevent potential damage to common plumbing through freezing of pipes.

V. BUSINESS ACTIVITIES

1. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploitation, or otherwise, shall be conducted, maintained, or permitted on any part of the Condominium, with the exception of telecommunicating.

2. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted in any Unit. This prohibition shall also apply to the Common Elements unless permission from the Board is obtained.

3. The restrictions set forth in these Rules shall not be construed in such a manner as to prohibit a Unit Owner from: (a) maintaining a personal professional library therein; (b) keeping personal business or professional records or accounts therein; or (c) handling personal business or professional business calls or correspondence therefrom, or inviting personal business or professional clients therein, so long as the Unit is not advertised to the general public in any manner as a business establishment. Such uses are expressly declared customarily incident to the principal use for residential purpose and not in violation of these Rules.

VI. SIGNS

1. "For Sale" and "For Rent" signs are regulated but not prohibited. A maximum of three (3) "Open House" signs are allowed to be posted within the Condominium at any one time, but must be put up and taken down on the day of the open house.

2. Advertisements, posters, and political or other signs may NOT be displayed on or from buildings, Units, or common areas, except political signs of six square feet or less may be in the front yard of a Unit, within 30 feet of that Unit's front door, not earlier than 10 days before nor later than 10 days after a vote on the sign's issue, as permitted by sec. 703.105(1m), Wis. Stats.

3. No "For Sale" or "For Rent" signs, advertising or other displays in excess of six square feet shall be maintained or permitted on any part of the Property. Notwithstanding the foregoing, the right is reserved by the Declarant or its agents to place and maintain on the Common Elements or any Unit it owns, as long as Declarant is engaged in sales or leasing activities in connection with the Property, sales models, a sales or leasing office, advertising signs or banners, and lighting in connection therewith, at such locations and in such forms as the Declarant shall determine.

4. Notwithstanding any provision hereof to the contrary, at all times and from time to time prior to the sale of the last Unit in the Property, the Declarant, beneficiaries of Declarant, their agents, successors, and assigns, hereby reserve the right: (a) to lease or sell such Units as the Declarant shall determine; (b) to erect and maintain on the Property all advertising signs, banners, lighting, and other sales devices for the purpose of aiding the sales or leasing of the Units in the Property; (c) to maintain sales and business offices on the Property to facilitate the sale or leasing of Units therein; and (d) to utilize the Common Elements for ingress and egress in connection with the sale and leasing of Units in the Property, an easement being hereby granted to Declarant for said purposes.

VII. REPAIR, REPLACEMENT, MAINTENANCE

1. 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. No structural changes or alterations shall be made in any Unit without compliance with the Mequon City Ordinances and without the prior written consent of the Board of Directors and any mortgagee holding a mortgage on said Unit.

2. Maintenance, repairs, or replacement of all Unit windows and exterior doors are the responsibility of the Unit Owner to the extent not covered by Association insurance.

3. Any structural alterations are to be performed ONLY by licensed and insured contractors. For other repairs performed within their Unit, Unit Owners are encouraged to use licensed and insured contractors.

4. No additions or alterations to the common elements are permitted without approval by the Board of Directors.

5. Neither the exterior of the buildings nor any of the grounds or landscaping shall be altered in any way without written approval from the Board.

6. The approved storm door style is the only one to be used. Information can be obtained by contacting the Management.

7. The approved replacement window and sliding glass door style is the only one to be used.

8. All landscaping plans other than the Board's blanket approval of planting flowers and mulching must be approved in writing by the Board.

9. Entrance ways and patios shall be kept clean, and newspapers are to be picked up regularly.

VIII. EXTERIOR APPEARANCE

1. Garage doors shall be kept closed at all times.

2. Outside installations, such as basketball hoops, boat racks, window air conditioners, etc., are prohibited.

3. Holiday decorations shall be removed within 72 hours following the Holiday with the exception of Christmas decorations.

4. Winter holiday decorations, including lights, and other exterior displays shall be put up no earlier than December 1st and taken down no later than January 15th.

5. No rugs, garments, or materials are to be hung from windows.

6. Occupants of Units will have 30 days to install appropriate window coverings. Interior window coverings (i.e., drapes, blinds, shades, etc.,) visible from the Unit's exterior shall be in good condition and not detract from the appearance of the property. Blinds that are bent, broken, or otherwise in poor condition, reflective foil window coverings, and cracked, wrinkled, or poorly installed window films are not permitted. The Board shall have the right to determine compliance or non-compliance of individual units with these standards.

7. Curtains, drapes, blinds, or shades are the only allowable window coverings. Sheets, blankets, or paper are not permitted as window coverings.

8. All windows in units shall have proper window coverings (blinds, drapes, shades, or curtains) within 30 days of settlement. Exceptions to the timing requirement may be made in the case of a delay in delivery, or custom drape orders requiring a longer manufacturing period. Exceptions are valid only by approval in writing from the Board granted upon presentation of proof of order/delay from the resident's vendor.

9. Interior window areas may not be cluttered with personal items that are visible from the exterior, thereby creating an unsightly appearance.

10. Any plastic used to cover windows and patio doors for energy conservation in winter shall be affixed inside the unit, not on the outside, and must be invisible from the outside.

11. No window air conditioners are permitted.

12. Unsightliness. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of litter, rubbish, debris, and other unsightly materials, which must be kept in receptacles provided for such purposes. No outdoor clothes lines may be erected, and nothing shall be hung or exposed on any part of the Common Elements.

13. Exterior Surfaces. Unit Owners shall not cause or permit anything to be placed on outside walls, doors, and windows of the Buildings, and no sign, awning, canopy, shutter, air conditioning, or heating unit, radio, satellite dish, or television antenna shall be affixed to or placed in, through or upon the exterior walls, doors, windows, or roof or any part thereof, without the prior written consent of the Board. No fencing above ground or "invisible" shall be built without the prior written consent of the Board.

IX. USE

1. No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. Each Unit shall be used as a residence for a single family of a Unit Owner, the employee or invitee of a Unit Owner, subject to these Rules and Regulations and the restrictions set forth in the Declaration and Bylaws, and for no other purposes.

2. A Unit Owner may be a natural person or a corporation. No Unit shall be occupied other than in accordance with the Ordinances of the City of Mequon.

3. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance without the written consent of the Board. Unit Owners shall not permit anything to be done or kept in their respective Units or in the Common Elements that will result in the cancellation of insurance or which would be in violation of any law. No waste shall be committed in the Common Elements.

X. PROCEDURES

1. The Association has procedures to follow when a Unit Owner does not comply with these rules and regulations. The enforcement procedures are divided into categories which include enforcement of behavioral violations, collection of delinquent Association dues, and parking violations. Notwithstanding any other provisions of this Section a Unit Owner is entitled to a thirty (30) day notice of violation during which the Unit Owner has a right to request an appeal at the next regularly scheduled board meeting by contacting the Board Chair in writing.

2. When a neighbor acts in an offensive or unreasonable manner as defined by these rules and regulations (*e.g.*, loud music, barking dogs, fireworks) the most 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, please call the police at 911 for an emergency. If an animal is causing a problem and you cannot or are unwilling to contact the Unit Owner directly, please call the police (262-242-3500), or animal control (262-377-7580). The Board is always willing to help Unit Owners work out solutions; however, the Board is not a law enforcement agency.

3. The Board shall be kept fully informed of Unit Owners who are delinquent in the payment of Association dues. The process for collecting on delinquent accounts consists of the following sequence of events:

   (a) Written reminder for accounts 10 days delinquent, followed by a phone call.

   (b) A certified letter demanding payment in ten (10) days followed by a phone call.

   (c) Contact with the mortgage company to learn the status of mortgage payments.

   (d) Account is turned over to an attorney for collection at the Unit Owner's expense.

4. The Association will consider a limited short-term plan for paying off delinquent financial obligations when a Unit Owner has extenuating circumstances. The Unit Owner must contact the Board in writing proposing payment terms for the approval or denial of the Board.

5. When a property does not conform with these rules and regulations and is reported to or identified by the Board as such, the following procedures will be followed:

   (a) The Board will contact the Unit Owner by telephone to inform the Unit Owner of the violation and give the Unit Owner the option to correct the violation within 10 days.

   (b) If the violation is not corrected within 10 days of telephone contact, the Board will notify the Unit Owner in writing of the violation of these rules and request compliance within 10 days

from the date of the letter. Any Unit Owner who receives a violation letter may appeal the letter to the Board of Directors. To appeal, the Unit Owner must contact the Board in writing and attend the next regularly scheduled Board of Director's meeting where the Board of Directors will review the violation letter and the Unit Owner's appeal.

(c) If the first violation is not corrected within 10 days or another violation of the same rule occurs within 90 days, the Board will write the violator a second letter requesting compliance within five (5) calendar days. The Unit Owner will be responsible for paying a minimum $50 charge to cover the costs of writing the second letter. If the violation is not corrected within five (5) calendar days from the date the second letter was received, the Unit Owner will be charged a daily fine as set by the Board of $10 per day until the violation is corrected. Violations, at the direction of the Board, may be corrected by third parties at the expense of the violator. Any other costs incurred by the Association to enforce rules such as towing, attorney fees, etc., will be the cost of and assessed against the Unit Owner.

(d) If compliance is not accomplished, the Board may authorize an attorney to enforce the rules and collect all applicable costs from the Unit Owner.

(e) The above Enforcement Procedures 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 written notices to the Unit Owner/Resident, to exercise any remedy provided in the Declaration or by law or equity, including turning the violation over to an attorney for enforcement and/or filing a lawsuit.

6. Complaints regarding the management of the Condominium or regarding actions of other unit owners shall be made in writing to the Board.