AMENDED RULES AND REGULATIONS
Revised and Effective November 1st, 2018

Declarant hereby adopts the following rules and regulations, which the Secretary is authorized to publish:

The following are the Rules and Regulations of AW Condominium Association, Inc. These Rules and Regulations may be amended or repealed by a majority vote of the Board of Directors at any time during the existence of the Condominium; provided, however, that the Rules and Regulations contained herein that are also contained in the Declaration of Ashbury Woods, a Condominium recorded with the Washington County Register of Deeds, as amended from time to time, may not be amended unless the Declaration is amended and the Amended Declaration is recorded with the Washington County Register of Deeds as provided by the Act (the "Declaration"). Copies of all amendments to the Rules and Regulations shall be furnished to the Unit Owners by the Secretary at least ten days prior to the time such amendment shall be effective. Capitalized terms not defined herein shall have the meaning attributed to such terms as set forth in the Declaration.

PRELUDE

Congratulations on your purchase of a condominium unit in Ashbury Woods. Condominium ownership has a great many benefits such as the equity you build from your monthly mortgage payments. Such ownership, however, carries certain responsibilities that are not shared by renters in an apartment setting. As a condominium owner, you are part owner of the entire project and are automatically a member of the Association that manages the common elements of the condominium. In a sense, you are the landlord.

These Rules and Regulations are your rules and regulations and are intended to help all Unit Owners manage their shared interests. It is generally the responsibility of the Association to manage the elements of the condominium that are commonly owned and not to be involved in the management and maintenance of individual Units except to the extent that the management and maintenance of individual Units impacts other Unit Owners.

As Unit Owners, you can all improve your ownership experience by bringing to it an attitude of mutual interest and cooperation. It is not the role of the Association to manage the relationships of neighbors. Try to approach your neighbors as you would in a single-family neighborhood working out differences in a friendly and understanding manner.

Again, welcome to Ashbury Woods. We are confident that you will enjoy and take pride in your condominium.

ARTICLE I. ENFORCEMENT AND MANAGEMENT

Section 1.1. In order to reduce expense and maintain uniform enforcement of the rules, the President of the Association will designate one or more persons through whom all questions and concerns regarding the enforcement of these Rules and Regulations will be communicated to the Association. All Unit Owners will be notified in writing of the persons(s) so designated for their building. Except in the case of an emergency, all communications should be in writing. Section 1.2. Unit Owners are not to have direct contact with any third-party hired by the Association to

manage the Common Elements of the Condominium. Such direct contact could lead to substantial additional expense to the Association and, therefore, the Unit Owners in the form of increased assessments. Accordingly, if you have a concern about Common Element maintenance, you should direct your concerns to the Association's designated representative identified pursuant to Section 1.1 of these Rules and Regulations.

Section 1.3. Dispute Resolution. The Association is willing to help Unit Owners find solutions to disputes; however, the Association is not a law enforcement agency nor a court. Unit Owners should comply with the following procedure when violations of the rules and regulations are noticed:

(A) When a neighbor acts in an offensive or unreasonable manner, try to approach the neighbor with your concern.

(B) If a neighbor is disturbing the peace, please call the local police for an emergency.

(C) If an animal is causing a problem and you cannot or are unwilling to contact the Unit Owner directly, please call the local police or animal control authorities.

(D) If a violation is not resolved by a Unit Owner's independent efforts, report the violation to the Association. Reports must be filed in writing with the President of the Association or such other person as the President shall designate. A report must include:

(i) the date and time of the violation;

(ii) a specific description of the violation; and

(iii) the name of a contact person who can provide additional information to the Association if necessary.

The Association is under no obligation to act upon a report if these procedures are not followed.

Section 1.4. Procedure for Enforcement. The Association may enforce these Rules and Regulations as it deems necessary and appropriate pursuant to Section 8.03 of the Bylaws. Enforcement may include recourse to the police, a lawsuit, if necessary, and fines of not less than $25.00 per day per violation, nor more than $300.00 per day per violation. Fines, if levied pursuant to the Bylaws, may become a lien on the Unit to which it relates(A) Except in the case of an emergency, the Board of Directors shall provide written notice to a Unit Owner violating the Rules and Regulations.

(B) If the violation is not corrected within ten days of initial notice, the Board shall advise the Unit Owner of the fine that will be levied if the Unit Owner fails to immediately comply.

(C) Any Unit Owner who receives a fine may appeal the fine to the Board of Directors. To appeal, the Unit Owner must notify the Board of Directors in writing and request

to appear before the Board at a mutually agreeable time. During the period of Declarant Control, the Unit Owner shall appear before one Director. Following the period of Declarant Control, the Unit Owner shall appear before at least three Directors unless alternative arrangements are agreed to in writing.

(D) The decision of the Board of Directors regarding an appeal shall be final and binding unless the Unit Owner submits a written demand for arbitration to the Board within 10 days of the date of the Board's decision. Arbitration shall be conducted by a neutral third party that is mutually agreed upon by the Unit Owner and the Board. If the Unit Owner and the Board cannot agree upon a neutral third party, either party may petition to the Circuit Court of Washington County to appoint an arbitrator. The cost of the arbitration shall be shared equally between the Unit Owner and the Board prior to the receipt of an arbitration award, but the arbitrator shall have the right to allocate fees and costs between parties as part of an arbitration award. If more than one Unit Owner is a party to the arbitration, the cost of the arbitration shall be shared equally between all parties unless the arbitration award directs otherwise. Arbitration shall be final and binding.

(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 notice 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.

(F) The offending Unit Owner will pay any costs incurred by the Association to enforce rules, including attorney fees.

Section 1.5. Capital Contribution Fee. Upon the sale of a unit and at the time of the unit's closing, the new Unit owner(s) shall make a capital contribution payment to the Association in the amount of two (2) months of the regular annual Association assessment as in effect at the date of the closing.

ARTICLE II. PARKING

Section 2.1. To facilitate required maintenance and snow plowing of roads and parking areas, all vehicles shall be parked in assigned garages or outdoor stalls. Persons who routinely park outdoors may be asked to temporarily move their vehicles for snowplowing or parking lot maintenance.

Section 2.2.. No vehicle of any type shall be stored in any driveway, garage, parking lot, or street. No personal property including, but not limited to, boats, campers,

trailers, recreation vehicles or other vehicles of similar nature and design, shall be stored or parked in the outdoor parking areas for a period of longer than twenty-four (24) hours in any one (1) week period.

Section 2.3. No individual shall be allowed to use or occupy any recreational vehicle or any similar vehicle designed or used for overnight camping while such vehicle is parked on the Property.

Section 2.4. No Unit Owner nor his family members, agents, employees, lessees, invitees or guests may use any of the parking areas for the purpose of repairing or restoring any motor vehicle.

Section 2.5. Any personal property that is stored, parked, located in, or on, any parking area in violation of these Rules and Regulations may be towed, removed and stored at the owner's expense. If the owner of any such personal property is also a Unit Owner, the expense of such towing, removal and storage shall be specially assessed to such Unit Owner and will become a lien on such Unit Owner's Unit.

Section 2.6. The Association assumes no responsibility for damage, loss or theft of any vehicle parked anywhere in the Condominium, or for damage caused by the towing, removing or storing of any property pursuant to Section 2.4 above and Section 8.08E of the Declaration.

Section 2.7. No one may park any vehicle so as to impede another's access to or from a garage or parking stall. Parking on Ashbury Lane is permitted, but must be limited to no more than 48 consecutive hours and shall not be allowed when the City of Milwaukee has issued a snow advisory prohibiting parking on city streets.

ARTICLE III. USE OF UNIT AND COMMON ELEMENTS

Section 3.1. No Unit Owner shall occupy or use his Unit or the Common Elements appurtenant thereto, or permit the same or any part thereof to be occupied or used, for any purpose other than as a private residence which, subject to the Condominium Documents, may include a home office, for himself, his family or his temporary guests and lessees.

Section 3.2. Neither Unit Owner, nor any of his family members, agents, employees, lessees, invitees or guests may in any way obstruct the use of the Common Elements or another Unit.

Section 3.3. No Unit Owner, or any of his family members, agents, employees, lessees, invitees or guests shall carry on any noxious or offensive activity in any Unit or in the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

Section 3.4. No Unit Owner, nor his family members, agents, employees, lessees, invitees or guests shall commit any form of waste in the Common Elements.

Section 3.5. No Unit Owner shall allow his Unit to be used for any improper, immoral, unlawful or objectionable purpose, nor shall any Unit Owner do anything to injure the reputation of the Condominium.

Section 3.6. No Unit Owner, nor his family members, agents, employees, lessees, invitees or guests shall allow the unreasonable or unsightly accumulation of waste, litter or any form of trash in any area except in such designated areas.

Section 3.7. No patios, balconies or decks shall be used for storage of personal property including, but not limited to, motorcycles, bicycles, baby carriages, children's toys, sporting goods or similar items. Seasonal patio furniture is allowed on patios, balconies and decks.

Section 3.8. No patios, balconies or decks shall be used for shaking or drying laundry, carpets, rugs or clothing.

Section 3.9. Use of bedrooms is limited to the regular and routine occupancy of a maximum of two persons per bedroom. This rule does not prohibit guests residing in a Unit for a period of one week or less.

Section 3.10. Owners of second floor units that are located above the living area of another Unit shall not use hard-surface flooring products such as tile, wood, or composite materials. Notwithstanding this section, vinyl products are permitted.

Section 3.11. Holiday decorations may be displayed in windows, on patios or balconies beginning no more that one week prior to the holiday and shall be removed within 72 hours following the holiday, except that winter holiday decorations, including lights, which shall be put up no earlier than Thanksgiving and taken down within one week of New Year's Day.

Section 3.12. Furniture, potted plants, hanging plants, door wreaths, flags, and other decorations that do not detract from the visual attractiveness of the Condominium may be placed on your Unit, patio, balcony or deck. Hanging plants should 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 individual Units detract from the visual attractiveness of the Condominium.

Section 3.13. No Unit shall have more than one bird feeder. Bird feeders, if erected, shall not be located on decks or balconies, nor in such a way so as to impede grounds maintenance.

Section 3.14. Fire codes do not allow the use or storage of barbecue grills of any kind, on the first or second floor balconies or decks. Grills may NOT be used inside of any garage or any other part of the structure, and may not be used underneath the garage overhangs. Grills may only be used if they are a MINIMUM of ten (10) feet from any part of the building. Potential problems are a fire inside the structure, fire inside the void space above the garage overhang that is not covered by our sprinklers, accidental discharge of the sprinkler system, and possible carbon monoxide poisoning in the units adjacent to, and above the garages. A single propane tank may be stored with your grill in the garage ONLY, and nowhere else. We ask that you check all propane tank hoses regularly, and replace any that are worn. Owners not in compliance will be fined $25 per day. Please have a safe grilling season.

ARTICLE IV. ARCHITECTURAL CONTROL COMMITTEE

Section 4.1. The Architectural Control Committee shall promulgate rules and regulations regarding the plans, specifications and other types of documentation that must be provided to the

Architectural Control Committee in order for the Architectural Control Committee to render a decision regarding any planned improvement, which the Architectural Control Committee must review. The Architectural Control Committee shall have twenty (20) business days from the receipt of the plans, specifications or other documentation to approve or disapprove the planned improvement; provided, however, if the planned improvement requires additional time to evaluate, the Architectural Control Committee shall be given such additional time as is reasonably necessary to evaluate the planned improvement. All reasonable expenses incurred by the Architectural Control Committee, including, but not limited to, the retaining of consulting engineers, architects and designers, shall be paid by the Unit Owner who is requesting the evaluation of the planned improvement.

Section 4.2. Construction activities will be limited to the hours of 8:00 a.m. to 6:00 p.m. Monday through Friday and 10:00 a.m. to 4:00 p.m. on Saturday. No construction activities are permitted on Sunday. This rule shall not apply to the Declarant's contractors engaged in preparing the Units for sale.

Section 4.3. In addition to the items set forth in the Declaration which require the consent of the Architectural Control Committee, the following alterations shall also require the approval of the Architectural Control Committee:

(A) The installation of all awnings, canopies, enclosures, doors or windows;

(B) The installation of any television or radio antennas, or satellite dishes, or any device used for reception of radio waves or similar data transmissions; and

(C) The installation of any signs, "For Sale" signs, displays, posters or advertising material of any kind, which are visible to the public. (This rule shall not apply to any sign or advertising material erected or installed by the Declarant.)

ARTICLE V. ANIMALS

Section 5.1. Pets shall be limited to dogs, cats, and birds, unless prior written approval is obtained from Board of Directors.

Section 5.2. Pets shall be allowed provided the owners of pets take all reasonable actions to prevent their pets from being a nuisance, annoyance or danger to any of the Unit Owners;

Section 5.3. All pet waste shall be picked up and immediately disposed of by the person in control of the pet in such person's usual waste container;

Section 5.4. All pets shall be leashed and within the immediate control of a person when outside of a Unit; and

Section 5.5. No Unit Owners shall keep more than two (2) pets total and no more than one dog. No Rottweilers, Pit Bulls, Doberman Pinschers, Akitas, Wolf hybrids, Chow Chows or Perro de Presa Canario (Canary Dogs), or any other breed which increases the insurance premium for the

Association, or are deemed by the Board of Directors to be dangerous, are allowed. Fish environments must not exceed a total of 50 gallons.

Each pet must be licensed by the appropriate municipal authority, if required under applicable ordinances.

Upon written determination by the Board of Directors finding that an animal is a nuisance, the owner of the animal shall remove the animal from the Condominium within the period determined by the Board. The Board shall have the right to determine what constitutes an unreasonable nuisance.

ARTICLE VI. INSURANCE RATES AND COMPLIANCE WITH LAW

Section 6.1. No Unit Owner, or any of his family members, agents, employees, lessees, invitees or guests shall do or act in any manner in any Unit or in the Common Elements which will cause an increase in the rate of insurance on the Common Elements. Unit Owners shall strictly comply with all municipal, state and federal fire codes including, but not limited to, those dealing with the placement and use of barbeque grills and similar cooking devices and those dealing with portable fire pits.

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Section 6.3. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements, or which would be in violation of any law or ordinance.

ARTICLE VII. LEASING OF UNITS

Section 7.1. Subject to the terms of Section 8.03 of the Declaration and the following rules, a Unit Owner may lease his Unit if she complies with the restrictions on leasing. In order to comply with mortgage underwriting guidelines, at least 80% of the Units must be owner-occupied or second homes. Accordingly, no more than 20% of the Units may be leased at any particular time. A Unit Owner who wishes to lease a Unit must contact the Associations Managing Agent to determine if the Unit may be leased within this restriction.

Section 7.2. A Unit Owner who leases her Unit must use the approved written lease form provided by the Association. The lease does not permit subletting of the Unit by the Unit Owner's tenant. Standard terms of such approved form may not be altered or amended without the express written consent of the Association.

Section 7.3. Any Unit Owner who enters into a lease for the Unit shall provide the Secretary of the Association with a copy of such lease at least five (5) business days prior to the tenant's anticipated occupancy, including a $100 administrative fee. No lease shall be binding on the parties without the consent of the Association Secretary as evidenced by the Secretary's signature on such lease agreement as well as the $100 administrative fee.

Section 7.4. No Unit may be leased for a term of less than twelve (12) months.

Section 7.5. A Unit Owner who leases her Unit shall remain personally liable for the payment of any Assessment or any other amount due under any Condominium Document. The Association shall have the option to pursue either the Unit Owner who leases her Unit, and/or the tenant under any lease (who shall also be personally liable) for the payment of Assessments or any other payment due the Association for violation of the Condominium Documents and/or damages to the Common Elements.

Section 7.6. The rights and obligations of any tenant of any Unit shall be subject to the covenants, conditions and restrictions set forth in the Condominium Documents. Both the tenant and the Unit Owner shall be liable to the Association for tenant violations of the Condominium Documents and/or damage to Common Areas caused by tenants, whether or not the Unit Owner has actual knowledge of the tenant's conduct.

Section 7.7. Unit Owners shall provide their tenants with a copy of all the Condominium Documents including, but not limited to, a copy of these Rules and Regulations. A signed receipt of same shall be provided to the Secretary.

Section 7.8. No rooms in any Unit may be rented, and no transient tenants may be accommodated.

ARTICLE VIII. USE OF RECREATIONAL AMENITIES

Section 8.1. Unit Owners and their guests may use the Recreational Amenities located at Ashbury Woods complex subject to the following rules and regulations, which also apply to the tenants of Ashbury Woods Apartments.

Section 8.2. General Recreational Amenities Rules are as follows:

(A) Recreational Amenities hours are 8:00 a.m. to 10:00 p.m.

(B) Use of Recreational Amenities is expressly at the risk of the user. The Association, its agents, employees, officers, directors, successors and assigns, assume no responsibility or liability, and expressly disclaim the same, for bodily injury, property damage or theft of personal property arising from or related to use of the Recreational Amenities.

(C) When a Unit Owner brings guests to the Recreational Amenities, he/she must remain in attendance and will be held personally responsible for any damage or theft on or about the Recreational Amenities premises.

(D) Use of skateboards, roller skates, in-line skates, scooters and bicycles in or on the Recreational Amenities is prohibited.

No vehicles are permitted to drive or park on the driveway leading to the Pool area. This access is for management and service vehicles only.

Section 8.3. Specific Pool Rules, which are in addition to the general rules provided for all Recreational Amenities, are as follows:

(A) The pool season will open the weekend of Memorial Day and end the weekend of Labor Day. The Board may extend the season based upon weather.

(B) The pool is for the enjoyment of Unit Owners and their guests, subject initially with shared use by tenants of the Ashbury Woods Apartments. The pool cannot be rented for parties or special events.

(C) No more than four (4) guests per Unit may be invited to the pool at one time. Unit Owners must be in attendance at all times while their guests are in the pool area. Each adult Unit Owner is responsible for compliance to these rules for each member of his/her family and guests.

(D) There is no lifeguard is on duty. Whenever possible, the "buddy" system should be used so no one is alone in the pool or pool area. Children under 14 years of age must be accompanied by an adult.

(E) Running, diving and rough play are forbidden in the pool area.

(F) No glass, gum, tobacco products, beverages or food are allowed the pool area. The outside of the pool area may be used for a picnic lunch. Garbage containers are provided for proper disposal of waste.

(G) Proper swimwear is required while swimming in the pool – no cutoffs, longs pants, etc.

(H) Pool gate must be closed at all times.

(I) No pets allowed inside fenced pool area.

(J) Small water toys only are allowed in the pool but must be taken with you when you leave the pool area. Water guns and water balloons are not allowed.

(K) Radios, tape players, CD players and similar portable devices may only be used with headphones.

(L) Sanitary behavior standards must be adhered to at all times. No person with a communicable disease or open wound is allowed in the pool per Wisconsin State Pool Code Standards. Showering before using the pool and after using the toilet is required by the Wisconsin State Code.

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(X) Sanitary behavior standards must be adhered to at all times. No person with a communicable disease or open wound is allowed in the pool per Wisconsin State Pool Code Standards. Showering before using the pool and after using the toilet is required by the Wisconsin State Code.

(Y) Dry clothing as a wrap or cover over swimming suit attire should be worn when walking to and from your residence to the Pool.

(Z) Toilet-trained children only are allowed in the pool.

Section 8.4. Individual Unit Owners may be special assessed for any damages relating to use of the Recreational Amenities which are the result of such Unit Owner's misuse, abuse or negligence. It is also possible that all Unit Owners, through the Association, may be special assessed for extraordinary expenses related to the Recreational Amenities.