RULES AND REGULATIONS

OF

HAWKS GLEN CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS FOR THE HAWKS GLEN CONDOMINIUM ASSOCIATION, INC.

The following Rules and Regulations are adopted by Hawks Glen Condominium Association, Inc. (the "Association") for the purpose of assuring that the Hawks Glen Condominium (the "Condominium") is operated in an efficient and orderly manner so as to create a pleasant living environment. Unless expressly indicated otherwise, whenever consent or approval by the Association is required by these Rules and Regulations, said consent or approval shall be determined by a majority vote of the Board of Directors of the Association (the "Board").

ARTICLE I

GENERAL

1.01 Applicability. All rules and regulations shall apply to, and shall be complied with by, all Unit Owners, residents within and occupants of the Units and their respective 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 Glen Condominium (the "Declaration"), as recorded with the office of the Register of Deeds of Jefferson County, Wisconsin.

1.03 Keys and Locks. The Association shall have the right to retain a passkey to each Unit at all times to allow representatives of the Association to access each Unit in the event of an emergency. 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 an additional key for use by the Association pursuant to the Association's rights to access the Units during emergencies as provided herein.

1.04 Winter Heating. Whether occupied or vacant, all Units shall be heated to at least 60° Fahrenheit during the winter months.

ARTICLE II

APPEARANCE

2.01 Signs. (Requires Board Approval) Except as expressly authorized herein, no sign of any kind shall be displayed to the public view on any Unit without the advanced written approval of the Board of Directors and, if Declarant owns at least one Unit, the Declarant. Signs for yard sales, rummage sales and similar events shall be limited to the duration of said event (not to exceed two days) and any such sign shall be placed only in the area adjacent to the Unit at which said event is held. The Declarant reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the marketing and sale of Units by Declarant and/or Declarant's agent(s).

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

2.03 Protrusions. (Requires Board Approval) No awnings, machines, air conditioning units, wiring for electrical or telephone installation, or other similar protrusions shall be allowed on the exterior of any Building and/or Unit in the Condominium without the advanced written approval of the ~~Association~~ Board of Directors -

2.04 Antennae. (Requires Board Approval) To the extent this restriction is permitted by applicable law, no exterior antennas, windmills or satellite dishes shall be erected on or attached to any Unit and/or any Building or Deck in the Condominium. All satellite dishes must be installed on a pole within the landscape area directly adjacent to a Unit and requires advanced written approval of the Board of Directors.

2.05 Display of Flag (Requires Board Approval) A United States flag may be respectfully displayed according to US Flag Code. Flags may only be displayed on an in-ground flagpole or on a pole in a flagpole holder. In ground flag poles may not exceed 25 feet in height and any flag may not be larger than 4 by 6 feet in size. Flags may not be attached to a Unit or Deck via any other means. The size, location and installation of flagpole holders and in-ground flagpoles must be approved in advance by the Board of Directors. Flagpole holders may only be attached to the brick area (not on siding) on or near the front of a Unit. Installation of in-ground flagpoles must include adequate surrounding landscaping so as not to impede upon lawn mowing and may only be installed toward the front/street side of a Unit.

2.06 Laundry. No laundry is to be hung on the exterior or in windows of a Unit for any reason.

2.07 Limited Common Elements. All decks, patios, lawn and landscaped areas that are open to public view shall be kept in a neat and orderly condition. No personal property shall be stored thereon except for grills and patio and deck furniture.

2.08 Holiday Decorations and Yard Décor. Inflatable yard/holiday décor is not allowed at any time. To protect the structure and limit liability concerns, seasonal or other decorative lighting and/or decor may not be attached, permanently or temporarily, to gutters, buildings or roofs in any fashion. Holiday Decorations and yard Décor may only be placed within the Limited Common Area of said Unit Owner. All seasonal holiday décor must be removed within two (2) weeks of the passing holiday. Non-seasonal Yard Décor (such as, but not limited to, bird baths, wind spinners, decorative flags, metal pieces/sculptures, yard art and ornaments, and gazing balls) are limited to a total of five (5) items per Unit Owner, with only one (1) item allowed to exceed three (3) feet in height and a maximum of three (3) items in any one area (front/back/side). All decorative solar lights added to the exterior of a unit must be placed within the landscape area adjacent to said Unit, maintained in good working order and immediately be removed when they cease to properly function. It is recommended that Yard Décor be removed for the winter months and stored within said Unit. Yard Décor left in place for the winter months is not allowed to be wrapped in protective material to be stored outside.

2.09 Bird Feeders. Due to rodent infestation, bird feeders are limited to a total of two (2) per Unit. Two (2) humming-bird feeders or one (1) humming-bird feeder and one (1) seed/suet container type feeder are allowed per Unit. Platform type feeders (where seeds are placed on an open dish/flat base) are not allowed. All feeders must be placed within the said Unit Owner's adjacent landscape area and not in the lawn area.

2.10 Exterior Owner Responsibility Upon Sale. All items which have been added to the exterior of a unit (such as, but not limited to, flagpoles, antennas, satellite dishes, security cameras, or ring doorbells) become the responsibility of the Unit Owner for removal or transfer to the New Owner upon sale of a Unit. The Association does not assume responsibility for maintenance or removal of such items. If items are left in place upon sale and the New Unit Owner does not wish the item(s) to remain in place, the selling Unit Owner will be assessed for removal costs.

ARTICLE III

USE RESTRICTIONS

3.01 Pets. (Requires Board Approval) If a Unit Owner or occupant of a Unit desires to keep or harbor a dog, cat, bird, reptile, insect or any other animal (collectively a "Pet") in a Unit and/or in or about the Condominium, said Unit Owner must obtain advanced written approval of the Board of Directors. Any such approval shall be in the sole and exclusive discretion of the Board and said approval may be limited in scope (including, but not limited to, the number, breed, size and type of Pet so approved), duration of stay and any other manner the Board deems. appropriate or necessary for the proper operation of the Condominium and the use and enjoyment of the Condominium by all Unit Owners. All Pets in a Unit and/or in or about the Condominium shall at all times be in compliance with applicable city, state and federal ordinances, regulations and laws. In addition, all of the following shall apply to any Pet approved by the Board:

a. Pets are limited to a total of three (3), with no more than one (1) dog per Unit;

b. Pets shall be under leash or otherwise under the full and complete control of the Unit Owner and/or occupant of the Unit at all times while on the premises;

c. No Pet shall be left unattended in any portion of the Common Elements;

d. Pet kennels shall be kept inside the Unit of the Unit Owner;

d. In the event a Pet emits excessive noise such as barking or howling, or a Pet otherwise becomes a nuisance as determined solely and exclusively in the discretion of the Board, the Unit Owner shall immediately remove said Pet, or cause said Pet to be removed, from the premises;

e. Each Unit Owner shall be solely responsible for the immediate cleaning and removal of any waste created or generated by said Unit Owner's Pet and any Pet owned by any occupant, guest or invitee of said Unit Owner; and

f. Each Unit Owner shall be solely responsible for any losses, expenses or damage caused by said Unit Owner's Pet and/or any Pet owned by other occupants of his or her Unit or by any guest or invitee of the Unit Owner.

g. Due to insurance liability limitations, certain breeds of dogs are strictly prohibited. Dogs affected by this section include, but are not limited to, dogs which are one-half or more Akita, Chow Chow, Pitt Bull, Rottweiler, Doberman, and "Wolf Breed" type dogs.

If a Unit Owner believes another Unit Owner's Pet is in violation of these Rules and Regulations, said Unit Owner shall notify the offending Unit Owner in writing specifying in reasonable detail said Unit Owner's objections to the Pet and/or its conduct on or about the premises. Said Unit Owners shall make a reasonable effort to resolve any such disputes prior to submission of a complaint to the Association. If, after reasonable effort, said complaint cannot be resolved by the Unit Owners, written notice of the complaint shall be submitted to the Board for review, consideration and possible action. The decision by the Board as to the appropriate action to be taken shall be conclusive and binding on both Unit Owners with regard to the complaint as submitted. Nothing contained herein shall prohibit a Unit Owner from submitting a subsequent complaint if future violations of these Rules and Regulations should occur.

3.02 Damage to Common Elements. Damages to the Common Elements caused by a resident of a Unit, visitor(s) or guest(s) of a resident of a Unit and/or agent(s) of a resident of a Unit shall be the joint and several responsibility of the Unit Owner and the person(s) causing such damage.

3.03 Maintenance of Unit. All Unit Owners shall promptly perform or shall arrange for prompt performance of all maintenance and repair work within said Unit Owner's 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 Deck, Patio and Porch Maintenance. (Requires Board Approval) Each Unit Owner is fully responsible for maintenance and repair cost associated with said Unit Owner's patio, porch and/or deck, including enclosed or covered decks (per Declaration Article VI Section 6.04 (b), To extend the useful life and improve appearance, it is expected that all decks and exterior wood surfaces (including the wood surrounding the front porch area) be stained or water sealed with the first application expected within 12 months of construction and at least every 5 years thereafter. Approval for all repairs and maintenance must be obtained by the Board of Directors prior to the start of any work. Stain or treatment color must be clear, neutral or complementary to the Unit's siding color or match the Unit's Trex deck surfacing. Due to the wide variation in decks and patios among Units, each Unit Owner may be Special Assessed for repair and replacement cost associated with said Unit Owner's patio and/or deck, including support columns, deck surface, railings, stairs, roof and roof supports, screens and/or windows and doors (per Declaration Article VI Section 6.07).

3.05 Landscape Edging, Mulch and Landscape Rock. (Requires Board Approval) Installation of all new landscape edging, decorative rock, and mulch requires approval in advance by the Board of Directors. (Approval is not required to refresh mulch with a color similar to the existing mulch.) Due to the wide variation among Units, each Unit Owner is fully responsible for the repair and maintenance costs associated with said Unit Owner's landscape edging, mulch and landscape rock, which must all be maintained in good condition. Landscape edging may occasionally be damaged in the normal course of landscape services. Repair costs, except for extensive damage directly caused by a service vendor, will be the responsibility of the Unit Owner.

3.06 Doors and Windows. (Requires Board Approval) All windows and doors, including patio doors and garage doors are the responsibility of said Unit Owner (per Declaration Article III Section 3.03 (a)). Maintenance, repair and replacement of these stated items falls to the said Unit Owner. However, replacement of these stated items requires approval in advance by the Board of Directors. The exterior color of any replacement window, door or garage door must remain the neutral clay or wood color of the item being replaced.

3.07 Maintenance of Common Elements. Unit Owners are prohibited from discarding any materials from the windows, doors and other openings of the Units and, further, are prohibited from discarding or depositing any materials, debris or other items onto the Common Elements.

3.08 Nuisances. No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. Each Unit Owner at said Unit Owner's own expense shall comply with all city, county, state and federal laws applicable to said Unit Owner's Unit. No Unit shall be used or maintained as a dumping ground for garbage.

3.09 Garbage & Waste Removal. Each Unit Owner is responsible for placing said Unit Owner's garbage and refuse at the curb or other designated area for weekly pick up by the City or other garbage disposal service. Each Unit Owner shall store Unit Owner's garbage/recycling and other waste containers within said Unit Owner's garage. Each Unit Owner shall promptly remove garbage/recycling and other waste containers from the curb or pick-up area and return to the garage after pick-up.

3.10 Storage. The Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements. No materials prohibited by federal, state, city or other law, regulation, ordinance or code may be stored in any area of the Condominium.

3.11 Insurance. No Unit Owner shall permit any use of said Unit Owner's Unit or make use of the Common Elements in such a way that will increase the cost of insurance on the Condominium.

3.12 Grills and Firepits. Due to safety concerns, property insurance guidelines and city ordinances, use of wood-burning firepits and grills are prohibited. All gas and/or charcoal grills and firepits must be used a minimum of 10 feet from a building and cannot be used in/on a covered or enclosed deck. Each Unit Owner shall indemnify and hold harmless the Association and all other Unit Owners from damages caused to the Common Elements or Units from use of a grill or firepit not conforming to the rules of use. In the event damage occurs, the Association shall be authorized to undertake all necessary repairs and bill back the costs as a Special Assessment to the Unit owned by the Unit Owner causing the damages.

3.13 Landscaping. (Requires Board Approval) Unit Owners are prohibited from landscaping and/or planting outdoor vegetation anywhere within the Condominium without the prior written approval of the Board of Directors.

3.14 Flowerpots. Only live plants/flowers in free-standing flowerpots are allowed on porches, patios, decks, or within landscape areas so long as they do not impinge upon lawn mowing. To maintain aesthetics, Owners must maintain all potted plants throughout the entire growing season. It is highly recommended that flowerpots be removed for the winter months and stored within said Unit.

3.15 Fences, Sheds & Outbuildings. No Unit Owner shall place on any Limited Common Element or elsewhere on or about the Condominium any shed, outbuilding, gazebo, play structure, fence, clothesline or other similar structure. Solid privacy fences/barriers are not allowed to be erected in the Limited Common Area behind and between two (2) adjoining units. The use of invisible fencing to restrict pets to a particular section of a Limited Common Area is not permitted.

3.16 Alterations. (Requires Board Approval) The design, size and configuration of any additions or alterations to the exterior of a Unit and/or the Limited Common Elements appurtenant to said Unit are subject to advanced written approval by the Board of Directors and full compliance with all applicable federal, state, city and other laws, ordinances, building codes and regulations. The cost of any such approved addition or alteration (including all on-going insurance coverage thereon) shall be the sole responsibility of the Unit Owner.

3.17 Attachments to Buildings. (Requires Board Approval) With the exception of flag-pole holders and security cameras, no items (such as antennas, satellite dishes, windmills, signs, decorative flags, lights, plant hangers, bird feeders, or décor) may be permanently or temporarily attached (via screws, hooks, nails, etc.) to any part of the brick or siding on the exterior of a building. Any attachments to any exterior wood portion of a building or deck must be approved in advance by the Board of Directors. Any board approved attachment to a siding portion of a building (such as a security camera) will require the owner to obtain and keep a piece of matching siding for use in repair and replacement if/when the attachment is removed in the future.

3.18 Security Cameras and Video Doorbells. (Requires Board Approval) All requests for installation of security cameras and/or video doorbells must be approved in advance by the Board of Directors. Requests must include the size, type, manufacturer and vendor to complete the installation. All security cameras and ring doorbells must be installed to face directly away from the said Unit (in front – facing Heritage Drive; in rear – facing toward Unit Owner's Limited Common Area) and may not be positioned to face an adjacent Unit.

3.19 Stoop Painting/Covering – Owners may not paint/stain or apply carpet/covering to the front porch/stoop flooring area of a Unit.

3.20 Outdoor Additions. (Requires Board Approval) No patio, deck, awning or other outdoor living space addition shall be allowed to be added in the rear Limited Common Area of a Unit in the direction toward an adjoining Unit. A small ground level concrete/paver pad for use of a grill, not to exceed 4 x 6 feet in size, may be installed in the direction toward the adjoining Unit only where space allows and the Board of Directors deems installation and use will not impinge upon the adjoining Unit's privacy or Limited Common Area, nor impinge upon the drainage swale within the rear of the complex. Where allowed, such additions should be used for the sole purpose of maintaining a safe place for outdoor grilling and must be approved in advance by the Board of Directors. Larger patio or other outdoor additions, where approved by the Board of Directors, must be placed directly behind the unit when space allows.

3.21 Landscape Grading/Drainage. The Association is not responsible for any grading/drainage issues within the Limited Common area of a said Unit, especially for newly constructed Units, as the Association has no control over the grading of the Limited Common areas of new Units. Grading and drainage issues within the limited common area of a Unit need to be addressed and resolved by said Unit Owner and the Developer, or rectified at said Unit Owner at Owner's expense.

3.22 Home Occupations. (Requires Board Approval) If permitted by applicable local, State and Federal codes, regulations, and zoning ordinances and subject to the provisions of the Declaration and the Bylaws, Unit Owners may engage in home occupations in said Unit Owner's Unit upon advanced written approval of the Board of Directors. A unit may not be used as an office, sales-room or warehouse or as a production of repair facility unless it is for the sole use of the owner; no employees are permitted. No approval will be granted if any such home occupation will generate undesirable traffic or noise in, on or about the Condominium. Such approval shall be in the sole and exclusive discretion of the Board and may be limited in scope, duration or any other manner the Board may deem appropriate or necessary for the proper operation of the Condominium and the use and enjoyment of the Condominium by all Unit Owners. Further, any such approval may be withdrawn by written notice to the Unit Owner if said Unit Owner fails to comply with any conditions imposed by the Board. The Board shall have all rights and remedies available under the Declaration and/or the Bylaws of the Condominium and/or as otherwise available at law or in equity to enforce any such conditions upon a violation thereof by said Unit Owner.

3.23 Garage Use – No garage shall be converted to living space or altered or otherwise used for purposed which prevent the intended use of the garage for the parking of vehicles.

3.24 Firearms and Fireworks. No Unit Owner, no family member, guest, licensee, invitee or agent of any Unit Owner shall discharge, or permit to be discharged, on the Property any firearm, air rifle, air pistol, bow and arrow, sling shot, or other weapon or any firecracker, fireworks or other explosive devices.

3.25 Burning. To comply with city ordinances, there shall be no burning of trash, rubbish, grass, brush or other prohibited materials anywhere on the Property.

3.26 General Maintenance. The Board shall arrange for all snow removal, limited lawn care and general maintenance of the Limited Common Elements serving all Units in the Condominium, the private drive extending from Highland Avenue to serve all Units and all other Common Elements. The cost of such services shall be assessed to Unit Owners as a Common Expense, subject to the Association's right to assess expenses pertaining to a particular Unit to that Unit as provided in the Declaration.

3.27 Extended Absences. To comply with property insurance policy coverage limitations, Unit Owners are required to turn off the main water supply line in the basement of said Unit for absences in excess of 14 days. Water main shut off is also recommended for shorter overnight absences (such as between 3 and 14 days). During Owner extended absences in excess of (1) month, in order to mitigate potential Unit damage and insurance claims as well as to inspect the said Unit for possible damages, it is recommended to assign a representative/friend/relative to conduct a walk-through at least monthly.

3.28 Winterizing Guidelines. To help avoid costly water damage, Unit Owners shall be responsible for "winterizing" outdoor water faucets of said Unit. Before freezing outdoor temperatures set in, all outdoor hoses should be disconnected from outdoor faucets. It is recommended that interior water valves for outdoor water faucets (located in the Units basements) be shut off for the winter months (November through March). When not in use at least weekly at any time during the year, it is recommended that the main water valve in the clubhouse be shut off.

ARTICLE IV

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. No Unit Owner shall be permitted to park vehicles in any space other the driveway designated as a Limited Common Element serving said Unit Owner's Unit. No Unit Owner shall park, or permit said Unit Owner's family members, guests, invitees and/or tenants to park, upon or block access to the parking areas and access ways serving the Condominium and/or Units owned by other Unit Owners. Improperly parked vehicles shall be subject to removal at the vehicle owner's expense. Vehicles shall not be left idling in any garage.

4.03 Service and Recreational Vehicles. Parking of service and recreational vehicles (including, but not limited to, trailers, mobile homes, boats, campers, vans and other vehicles) is prohibited unless such vehicles are kept in the driveway designated as a Limited Common Element serving said Unit Owner's Unit. These provisions shall not prohibit temporary parking of such vehicles for the purpose of loading and unloading. A temporary waiver of these prohibitions may be obtained. Any such waiver may be limited in scope, duration or any other manner as the Board in its sole and exclusive discretion may deem appropriate or necessary for the proper operation of the Condominium and the use and enjoyment of the Condominium by all Unit Owners.

4.04 Bikes/Recreational Equipment. Each Unit Owner shall keep bikes and other recreational equipment in said Unit Owner's Unit. No bikes or other recreational equipment may be stored in the Common Elements.

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

ARTICLE V

RESERVE FUND

5.01 Reserve Account. Subject to the provisions of §703.163 of the Wisconsin Statutes, a statutory reserve account will be established for the Condominium. The statutory reserve account will be used to fund repair and/or the replacement of Common Elements.

5.02 Reserve Fund Assessments. The Board shall establish the amount of the reserve fund assessments with each annual operating budget of the Association. In addition, the Board may establish a reserve fund assessment to be assessed to each Unit Owner at the time of the initial closing on the purchase of said Unit Owner's Unit and to any subsequent Unit Owner upon transfer or conveyance of all or any portion of the ownership interest in said Unit. The amount of the reserve fund assessments may be adjusted by the Board from time to time as deemed appropriate or necessary in the Board's sole and exclusive discretion for the proper operation of the Condominium and the use and enjoyment of the Condominium by all Unit Owners, subject to the provisions of the Declaration and the Bylaws.

ARTICLE VI

AMENDMENTS

These Rules and Regulations may be amended at any time by a majority vote of the Board; provided, however, that no such amendment shall be construed to amend or alter the provisions of the Declaration or the Bylaws unless an intent to do so is expressly stated therein and such amendment is adopted in accordance with the terms of the Declaration and/or Bylaws, as appropriate. The Board shall provide a copy of any such amendment to all Unit Owners by delivering said copy to the Unit Owner or mailing said copy to the Unit Owner's address as shown on the records of the Association.

ARTICLE VII

ENFORCEMENT AND FINES

The Association shall have the right to enforce these Rules and Regulations by injunction or any other right or remedy available at law or in equity including, but not limited to, recovery of all damages, attorneys' fees, costs and expenses incurred by the Association in connection with any such enforcement and/or assessed to the offending Unit Order in accordance with the terms of the Declaration. Any such sums shall be a lien against the Unit Owner's Unit and the offending Unit Owner as provided in the Declaration.

In addition to all other remedies available to the Association and/or to other Unit Owners under the Declaration, the Bylaws and 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 according to the following schedule:

(a) For the first offense in a given twelve-month period: $50.00.

(b) For the second offense in a given twelve-month period: $100.00.

(c) For the third offense in a given twelve-month period: $250.00.

Fines are to be paid to the Association immediately upon written demand therefore. Any fine not paid within ten days after billing therefor by the Association shall accrue a late charge in the amount of $25 for every month the fine is not paid. Following imposition of any fine, the Association shall have the right to collect the amount of such fine in the manner provided in the Declaration for collection of Special Assessments against a Unit Owner and said Unit Owner's Unit.

The foregoing Rules and Regulations were initially adopted on the 26 day of May 2006 and revised by adoption of the Board of Directors on March 25, 2021.

JT Developers, LLC

By: _____
James G. Buchta, Member

By: _____
Timm J. Mepham, Member

Acknowledgment

STATE OF WISCONSIN)
) ss
COUNTY OF JEFFERSON)

Personally, came before me this 26th day of May, 2006, the above-named James G. Buchta and Timm J. Mepham as Members of JT Developers, LLC, a Wisconsin limited liability company, who acknowledged the foregoing document on behalf of said entity for the purposes recited therein.

_____
Print Name: MICHAEL E GRUBB
Notary Public, State of Wisconsin
My Commission: Permanent

THIS DOCUMENT WAS DRAFTED BY:

Attorney Michael E. Grubb
Brennan, Steil & Basting, S.C.
P.O. Box 1148
Janesville, WI 53547-1148

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_____ 3/25/21
Frank Mau – President Date

_____ 3/25/21
Mike Hood – Vice President Date

_____ 3/25/21
Diane Krause – Treasurer Date