Harbor Park – Parcel B

Rules and Regulations

RULES AND REGULATIONS OF HARBOR PARK PARCEL B CONDOMINIUM

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RULES AND REGULATIONS OF
HARBOR PARK PARCEL B CONDOMINIUM

These Rules and Regulations are established pursuant to Article V, Section 15 of the Bylaws of Harbor Park Parcel B Condominium Association, Inc. The purpose of the Rules and Regulations is to provide for the common benefit and enjoyment of the condominium, common elements and limited common elements. These Rules and Regulations may be changed or clarified in the future, pursuant to Article V. These Rules and Regulations do not apply to the Declarant during the period of construction and sales. These Rules and Regulations shall be observed and are enforceable as if fully set forth in the Bylaws of Harbor Park Parcel B Condominium Association, Inc. The Board of Directors of the Association (the "Board") shall have the authority to grant variances from any of the provisions of the Rules and Regulations where literal enforcement of the Rules and Regulations constitutes an undue hardship on a unit owner and/or where the Board determines that a variance will not unduly and adversely affect any other unit owner or owners.

1. Parking Restrictions.

A. Generally, motor vehicles shall be parked only in garages or in other designated parking spaces, stalls, or area driveways serving the unit.

B. No commercial vehicles, equipment, trailers, motor homes, campers, boats, boat trailers, all terrain vehicles, snowmobiles, or inoperable vehicles may be parked outside the garage of each individual unit.

C. Motor homes, campers and trailers may be parked in the driveway only for loading and unloading.

D. No vehicle repairing is permitted.

E. At no time, are cars to be parked off of the pavement.

F. Unauthorized vehicles or vehicles parked contrary to these Rules will be ticketed or towed at the owner's expense as authorized by Wisconsin Statutes §346.55(4), as amended and revised from time to time.

2. Occupancy Restrictions. Occupancy of any unit for purposes of sleeping and residential use shall be limited to a total number of persons determined as follows: A maximum of two (2) persons per bedroom plus one (1) person. This restriction shall not apply to overnight

guests of a unit owner who stay for a period of less than ten (10) consecutive days. Permission may be given by the Board for temporary use by a greater total number of persons for a limited period of time.

3. Outside Lights. It is the unit owner's responsibility to keep a working frosted 60-watt light bulb in all "dust to dawn" light fixtures attached to the exterior of the unit.

4. Use of Porches, Decks, Balconies and Patios.

A. Unit owners and their guests have the exclusive right to use the porch, deck, balcony and/or patio adjacent to the unit.

B. No hot tubs or spas are permitted on the porch, deck, balcony, or patio.

C. Use of common patio furniture and barbecue equipment is permitted. Other storage is not allowed. Grill or patio cover colors must blend with the surroundings.

5. Garbage and Refuse.

For all Villa and Town Home Units the following rules shall apply:

A. All garbage cans and recycle bins and other like receptacles shall be stored inside of the garage or unit by the unit owner.

B. All garbage shall be kept in garbage cans or other receptacles with tight-fitting tops except for items placed in the recycle bin.

C. Garbage cans, receptacles and bins shall be taken by the unit owner to designated areas no earlier than sundown on the day prior to garbage pickup. Garbage cans, receptacles and recycle bins shall be removed from the areas no later than sundown on the day of garbage pickup.

For all other units, garbage shall be taken to and deposited in designated dumpsters for regular pickup.

6. Business Activity. Owners may conduct business activity within a unit so long as the activity (a) is not detectable by sight, sound, or smell from outside the unit, (b) conforms to local zoning ordinances and rules, (c) does not create any safety hazard or threat, (d) does not involve non-condominium residents coming to the property (except for rummage/garage/yard/ estate sales permitted hereunder), and (e) does not disrupt other unit owners (as is determined in the sole discretion of the Board). Upon advance, written approval of the Board, a unit owner may conduct a rummage/garage/yard/estate sale of the unit owner's personal property; provided

that the sale takes place only in the unit or the limited common element of such unit and provided that in no event may the owner of any unit have more than two (2) such sales in any calendar year.

7. Plantings and Flowers.

A. Flower pots, planters, or containers may be placed by unit owners on stoops, porches, patios, balconies, or decks.

B. Flowers outside of the unit must be natural; no artificial flowers are permitted.

C. Hanging baskets are permitted subject to advance, written approval of the Board.

D. No flower pots, planters, or containers may be placed on sidewalks or driveways.

8. Signs.

A. The right is reserved by the Declarant, or its agent, to place "for sale" signs on any unsold or unoccupied units and to place such other signs on the property as may be required to facilitate the sale of unsold units.

B. No signs of any other kind may be erected on the condominium property; including the common area, without the written consent of the Board, including "for sale" signs.

9. Pets. In addition to the general prohibitions and limitations set forth in the Bylaws, the Board adopts the following pet rules and regulations applicable to each and every unit in the condominium in which a dog or cat is kept ("Permitted Pet").

A. Any Permitted Pet shall be carried or kept on a leash at all times when not in the unit. No Permitted Pet shall be left unattended in the common elements.

B. Unit owners are responsible for IMMEDIATE cleanup of any defecation discharged by their Permitted Pet, regardless of the circumstances.

D. Permitted Pet owners are pecuniarily liable for any damage to the property of the condominium, or other unit owners to include, but not be limited to, carpeting, doors, walls, plantings, or lawns committed by their Permitted Pet.

E. Under no circumstances may a unit owner temporarily or permanently maintain a home for a Permitted Pet in or on a common element or limited common element of the condominium.

F. No Permitted Pet shall be allowed to commit or cause a nuisance of any unreasonable disturbance of other unit owners. Excessive barking or other noise, evidenced by complaints on three (3) separate occasions by other unit owners or any other person, shall be cause, at the sole discretion of the Board, for an order of removal of the Permitted Pet from the condominium. If a Permitted Pet bites or otherwise attacks any person or other animal on one (1) occasion, that shall be the cause, at the sole discretion of the Board, for removal of the Permitted Pet from the condominium. Any otherwise Permitted Pet may be removed from the condominium if the Board, in its sole discretion, determines that such Permitted Pet constitutes a nuisance to the other unit owners.

10. General Prohibitions.

A. No firewood use or storage is permitted.

B. No satellite dishes, antennas, basketball hoops, play equipment, or other recreational equipment may be installed in the common area or limited common elements.

C. There shall be no outdoor storage of vehicles, bicycles, furnitures, or equipment except patio furniture, grills and related equipment.

D. No statuary is permitted.

E. No name plates may be placed on the exterior of any unit.

F. No bird baths or bird feeders are permitted in the common area or any limited common area unless permitted by the Board.

G. No hoses shall be stored outside of the unit or garage.

H. No hanging of laundry outside of unit. Garage door must be kept closed if hanging laundry is in garage.

I. No window air conditioning equipment.

J. No exterior alterations, additions, or modifications, including painting of front door, is permitted except as directed and approved by the Board.

K. No unit owner shall overload the electric wiring or operate any machines, appliances, accessories, or equipment in such manner as to cause, in the sole judgment of the Board, an overload of the utility infrastructure or an unreasonable disturbance to the other unit owners.

L. No hanging or display of items on the outside of windows or placed on the outside walls of the unit is permitted except temporary holiday decorations may be placed on exterior doors during the months of November, December and January, provided the decoration arrangement is approved by the Board or conforms to established policies set and approved by the Board.

M. No soliciting. No unit owner shall solicit other unit owners for the sale of goods or services or for donations.

N. No noise shall disturb other unit owners. Unit residents should attempt to minimize noise intrusion in any form, including music, television, appliances and other machinery or equipment.

O. No storm door shall be installed by a unit owner unless it is a "full view" door of such quality and with color, style and operating mechanism approved by the Board. The Board specifically reserves the right to prohibit the installation of storm doors.

The Board reserves the right to amend, alter, or cancel any of these rules and regulations and make such other rules and regulations as may be deemed necessary for the safety, care and cleanliness of the condominium premises and in order to secure the comfort and convenience of all unit owners.

HARBORPARK MONTHLY ASSESSMENT ESTIMATES

Block B

Total Units: 28
S.F. Area: 46,580

443-403 54th St.		Townhomes - Perimeter				Percent Ownership Total: 100.00%	Monthly Assessment Estimate:		
location	floor	type	temp. #	Size	% of Building	% of Block	Common Building Charges	Common Block Charges	Total Assessment
341	-	end	1	1,969	11.53%	4.2271%	$26.52	$108.85	$135.37
337	-	middle	2	1,460	8.55%	3.1344%	$19.66	$80.71	$100.37
333	-	middle	3	1,460	8.55%	3.1344%	$19.66	$80.71	$100.37
329	-	middle	4	1,460	8.55%	3.1344%	$19.66	$80.71	$100.37
325	-	middle	5	1,460	8.55%	3.1344%	$19.66	$80.71	$100.37
321	-	middle	6	1,460	8.55%	3.1344%	$19.66	$80.71	$100.37
317	-	middle	7	1,460	8.55%	3.1344%	$19.66	$80.71	$100.37
313	-	middle	8	1,460	8.55%	3.1344%	$19.66	$80.71	$100.37
309	-	middle	9	1,460	8.55%	3.1344%	$19.66	$80.71	$100.37
305	-	middle	10	1,460	8.55%	3.1344%	$19.66	$80.71	$100.37
301	-	end	11	1,969	11.53%	4.2271%	$26.52	$108.85	$135.37
		Totals:		17,078	100.00%		$230.00	$944.09	$1,174.09

Building Estimated Budget:	Monthly	Frequency	Annual
Electric	$40	12	$480
Gas	$0	7	$0
Water	$0	12	$0
Cleaning - lobbies/windows	$0	12	$0
Cleaning - garage	$0	12	$0
Ext. Building Maintenance	$50	12	$600
Misc. Repairs	$50	12	$600
Elevator Maintenance	$0	12	$0
Security Leasing & Monitoring	$0	12	$0
subtotal expenses:	$140		$1,680
Roof & Structure reserve	$90	12	$1,080
Total:	$230		$2,760

Block Estimated Budget:	Monthly	Frequency	Annual
Block Landscape Maintenance	$600	7	$4,200
55th Street Landscape Maintenance	$175	7	$1,225
Management Company Fees	$500	12	$6,000
Association Insurance	$300	12	$3,600
Snow removal	$500	5	$2,500
Trash Removal	$400	12	$4,800
subtotal block expenses:	$2,475		$22,325
Landscape & Paving Reserve	$100	12	$1,200
Total:	$2,575		$23,525

This estimated condominium budget was prepared with the use of available cost estimating information from sources deemed reliable, however it is not guaranteed and is subject to revision.

prepared: 6/15/00

HARBORPARK MONTHLY ASSESSMENT ESTIMATES

Block B

Total Units: 28
S.F. Area: 46,580

5401-25 5th Ave.		Townhomes - Interior			Percent Ownership Total:		Monthly Assessment Estimate:		
location	floor	type	temp. #	Size	% of Building	% of Block	Common Building Charges	Common Block Charges	Total Assessment
5401	-	middle	1	1,460	13.61%	3.1344%	$24.49	$80.71	$105.20
5405	-	middle	2	1,460	13.61%	3.1344%	$24.49	$80.71	$105.20
5409	-	middle	3	1,460	13.61%	3.1344%	$24.49	$80.71	$105.20
5413	-	middle	4	1,460	13.61%	3.1344%	$24.49	$80.71	$105.20
5417	-	middle	5	1,460	13.61%	3.1344%	$24.49	$80.71	$105.20
5421	-	middle	6	1,460	13.61%	3.1344%	$24.49	$80.71	$105.20
5425	-	end	7	1,969	18.35%	4.2271%	$33.03	$108.85	$141.88
		Totals:		10,729	100.00%		$180.00	$593.11	$773.11

Building Estimated Budget:	Monthly	Frequency	Annual
Electric	$25	12	$300
Gas	$0	7	$0
Water	$0	12	$0
Cleaning - lobbies/windows	$0	12	$0
Cleaning - garage	$0	12	$0
Ext. Building Maintenance	$40	12	$480
Misc. Repairs	$40	12	$480
Elevator Maintenance	$0	12	$0
Security Leasing & Monitoring	$0	12	$0
subtotal expenses:	$105		$1,260
Roof & Structure reserve	$75	12	$900
Total:	$180		$2,160

Block Estimated Budget:	Monthly	Frequency	Annual
Block Landscape Maintenance	$600	7	$4,200
55th Street Landscape Maintenance	$175	7	$1,225
Management Company Fees	$500	12	$6,000
Association Insurance	$300	12	$3,600
Snow removal	$500	5	$2,500
Trash Removal	$400	12	$4,800
subtotal block expenses:	$2,475		$22,325
Landscape & Paving Reserve	$100	12	$1,200
Total:	$2,575		$23,525

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prepared: 6/15/00

HARBORPARK MONTHLY ASSESSMENT ESTIMATES

Block B

Total Units: 28
S.F. Area: 46,580

Percent Ownership Total:

402-10 55th At.		Villas			% of Building	% of Block	Monthly Assessment Estimate: Common Building Charges	Common Block Charges	Total Assessment
location	floor	type	temp. #	Size					
410	A	corner	1	1,973	10.51%	4.2357%	$28.90	$109.07	$137.97
	B	corner	2	2,297	12.24%	4.9313%	$33.65	$126.98	$160.63
408	A	middle	3	1,810	9.64%	3.8858%	$26.51	$100.06	$126.57
	B	middle	4	1,601	8.53%	3.4371%	$23.45	$88.51	$111.96
406	A	middle	5	1,810	9.64%	3.8858%	$26.51	$100.06	$126.57
	B	middle	6	1,601	8.53%	3.4371%	$23.45	$88.51	$111.96
404	A	middle	7	1,810	9.64%	3.8858%	$26.51	$100.06	$126.57
	B	middle	8	1,601	8.53%	3.4371%	$23.45	$88.51	$111.96
402	A	corner	9	1,973	10.51%	4.2357%	$28.90	$109.07	$137.97
	B	corner	10	2,297	12.24%	4.9313%	$33.65	$126.98	$160.63
		Totals:		18,773	100.00%		$275.00	$1,037.79	$1,312.79

Building Estimated Budget:	Monthly	Frequency	Annual
Electric	$40	12	$480
Gas	$0	7	$0
Water	$0	12	$0
Cleaning - lobbies/windows	$0	12	$0
Cleaning - garage	$0	12	$0
Ext. Building Maintenance	$50	12	$600
Misc. Repairs	$75	12	$900
Elevator Maintenance	$0	12	$0
Security Leasing & Monitoring	$0	12	$0
subtotal expenses:	$165		$1,980
Roof & Structure reserve	$110	12	$1,320
Total:	$275		$3,300

Block Estimated Budget:	Monthly	Frequency	Annual
Block Landscape Maintenance	$600	7	$4,200
55th Street Landscape Maintenance	$175	7	$1,225
Management Company Fees	$500	12	$6,000
Association Insurance	$300	12	$3,600
Snow removal	$500	5	$2,500
Trash Removal	$400	12	$4,800
subtotal block expenses:	$2,475		$22,325
Landscape & Paving Reserve	$100	12	$1,200
Total:	$2,575		$23,525

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prepared: 6/15/00

Harbor Park Parcel B Condominium Association
Sales/Lease Procedures and Guidelines

In order to complete the sale/lease of your unit the following material will be required:

1: Signed contract/lease with riders.

2. A non-refundable processing fee in the amount of $100.00 is required for all sales. Any sales documents that are received less than 7 days prior to your closing will be subject to a $50.00 fee in addition to the standard fees listed above. The non-refundable processing fee must be received in our office prior to the completion of any documents pertaining to the sale of the unit.

3. Move- In/Move Out dates in elevator buildings **must** be scheduled through the management company at least one (1) week prior to scheduled date to ensure enough time for the elevator to be padded.

- If more than one name appears on the contract/lease, information is required for each.

Due to an enormous amount of phone calls and requests for the same material by both parties, we ask to only correspond with the owner or their representative. It is the responsibility of the owner or their representative to provide the buyer/tenant with all necessary information. **All required documents and non-refundable fees should be submitted to New England Builders, Inc., 4927 Main Street, Skokie, IL 60077, Attn: Randi Green, in one packet (30) days prior to your closing or leasing date.** New England Builders, Inc. is **not** responsible for any delays in closing of the above mentioned are not provided in a timely fashion. Incomplete packets are not acceptable and will delay the completion of the packet.

The Right of First Refusal waiver and Paid Assessment letter will be furnished upon receipt of all information requested above.

Harbor Park Parcel B Condominium Association
Resale Application

Please Note: All information must be completed before application will be processed. Incomplete application will be returned. Please provide the buyers' full names as they appear on the title deed, not nicknames.

Unit: _____ Address: _____

Tentative Closing Date: _____

SELLER INFORMATION:

Name: _____

Name: _____

Address: _____

Home Phone: _____ Work Phone: _____

Attorney: _____

Address: _____

Phone: _____ Fax: _____

BUYER INFORMATION:

Name: _____

Name: _____

Current Address: _____

Home Phone: _____ Work Phone: _____

Attorney: _____

Address: _____

Phone: _____ Fax: _____

Will buyer (s) reside in unit? Yes_____ No _____

If no, a copy of the Lease agreement is required 10 days prior to occupancy.

Harbor Park Parcel B Condominium Association

LEGAL NAME IN WHICH THE UNIT WILL BE HELD: _____

UNIT NUMBER: _____

OWNER (S):

MR./MRS./MS. _____

MR./MRS./MS. _____

HOME NUMBER: _____ WORK NUMBER: _____

TENANTS INFORAMTION:

MR./MRS./MS. _____

MR./MRS./MS. _____

HOME NUMBER: _____ WORK NUMBER: _____

CHILDREN: **DATE OF BIRTH:**

_____ _____

_____ _____

_____ _____

PETS: **SPECIES:**

_____ _____

_____ _____

_____ _____

EMERGENY CONTACT:

NAME	PHONE NUMBER	RELATIONSHIP
_____	_____	_____
_____	_____	_____

HOMEOWNERS' MEMORANDUM

TO: HARBOR PARK PARCEL "B" UNIT OWNERS

FROM: BOARD OF DIRECTORS

SUBJECT: AMENDED RULES AND REGULATIONS FOR PARCEL "B"

DATE: 12/12/2008

CC: JW PROPERTY MANAGEMENT, INC.

At the Board of Director's meeting on December 11, 2008, the Board unanimously voted to amend the RULES AND REGULATIONS FOR PARCEL "B." You will find a copy of the amended rules enclosed. The amendments consist of all of Section 1 and the renumbering of all subsequent sections. There is also a correction in lettering in the old section 9, new section 10, since "C" was omitted originally. Minor grammar corrections were made throughout, but no changes in substance or content were made in the new Sections 2 through 11. Apart from these corrections, there are no changes in the RULES AND REGULATIONS starting with item 2.

Both the BYLAWS and the RULES AND REGULATIONS charge the Board with administering the affairs of the Association and of the Property in such a way as to maintain the "safety, care and cleanliness" of the Parcel and "to secure the comfort and convenience" of unit owners. We understand within the latter statement that we have a fiduciary responsibility to secure the "financial comfort" of unit owners by administering the Association in such a way as to maintain, as much as it is possible, the investments all owners have made. To such end we monitor the upkeep of the buildings and grounds, encourage compliance with rules and regulations, and seek to enforce those rules when residents or owners fail to follow them.

The BYLAWS currently are very specific concerning the number of units that can be leased (no more than 20%) and the need for Board approval for leasing. When the number of units exceeds 20%, mortgage lenders often raise the mortgage rate for loans or may not grant loans. Especially when the economic situation is bad, as it is now, these conditions make it more difficult to find buyers. When the real estate market is slower and loans may be more difficult to acquire, it is especially important that everyone cooperate in following the current BYLAWS regarding leasing. The new RULES AND REGULATIONS were created to address this issue with a fair and equable process ensuring all unit owners comply with the BYLAWS.

This version of the RULES AND REGULATIONS should be attached to the DECLARATION AND BYLAWS and a copy should be given to all Lessees. It is also your responsibility to provide an up-to-date version at the time of closing if you sell your unit.

If you have any questions, feel free to contact one of the Board Members.

RULES AND REGULATIONS OF
HARBOR PARK PARCEL "B" CONDOMINIUM
(as amended December 11, 2008)

These Rules and Regulations are established pursuant to Article V, Section 15 of the Bylaws of Harbor Park Parcel "B" Condominium Association, Inc. The purpose of the Rules and Regulations is to provide for the common benefit and enjoyment of the condominium, common elements and limited common elements. These Rules and Regulations may be changed or clarified in the future, pursuant to Article V. These Rules and Regulations do not apply to the Declarant during the period of construction and sales. These Rules and Regulations shall be observed and are enforceable as if fully set forth in the Bylaws of Harbor Park Parcel "B" Condominium Association, Inc. The Board of Directors of the Association (the "Board") shall have the authority to grant variances from any of the provisions of the Rules and Regulations where literal enforcement of the Rules and Regulations constitutes an undue hardship on a unit owner and/or where the Board determines that a variance will not unduly and adversely affect any other unit owner or owners.

1. Leasing and Rental of Units

A. Sixty (60) Days to Lease.

Whenever a lease of a unit is permitted under Section 8 of the CONDOMINIUM DECLARATION (provided all owners at the time of purchase closing in the document CONDOMINIUM DECLARATION, BYLAWS, RULES AND REGULATIONS), the unit owner shall lease his/her unit within sixty (60) days from the date on which the Board informs the unit owner that a lease of the unit is permitted. If the unit owner fails to lease his/her unit within said sixty (60) day period, the current management company, upon receiving a written request of such from the unit owner prior to the end of such sixty (60) day period or subsequent sixty (60) day period, as the case may be, may grant the unit owner additional sixty (60) day periods to lease the unit, until such time as the unit is leased or the unit owner withdraws, in writing to the current management company, his/her request to lease the unit. If the unit owner fails to make such requests as herein provided, then, effective at the end of the most current sixty (60) day period, the lease of the unit shall not be consummated or completed and shall not be permitted.

B. Existing Leases

i. A unit owner who has a lease of his/her unit in effect on December 21, 2008, whether the lease is permitted or not, shall, by December 31, 2008, fully disclose to the Board, if the unit owner has not already done so, the full identity of the tenant(s) and all of the material terms of the lease, including but not limited to the rental

amount, the term of the lease, and any renewal options, and shall provide the Board with a copy of the lease agreement, if the unit owner has not already done so.

ii. A lease of a unit in effect on December 21, 2008, is not a permitted lease, unless such lease was permitted pursuant to Section 8 of the DECLARATION.

a. If such a lease was so permitted, then the lease remains permitted only if the unit owner provides the Board, by December 31, 2008, or has previously provided the Board, with documentation proving, to the satisfaction of the Board, that the unit owner had a lease in effect prior to December 21, 2008, which lease was still in effect on the effective date of this Rule; otherwise the lease is not permitted and shall subject the unit owner to Section F of this Rule, as of December 31, 2008

b. If such a lease was not so permitted, then the owner of the unit of which the lease pertains shall not be subject to Section F of this Rule, until such time as the then current term of said lease expires, at which time a lease of said unit which is not permitted shall subject the unit owner to Section F of this Rule.

iii. A lease of a unit in effect on December 31, 2008, which was not also in effect prior to December 21, 2008, is not a permitted lease and shall subject the unit owner to Section F of this Rule.

2. Provisions in Leases. For the protection of the unit owner, all leases which are entered into on or after the effective date of this Rule shall include provisions in substantial conformity to the following, otherwise such leases shall not be permitted:

"Incorporation of Declaration, Bylaws, Rules, and Regulations. The CONDOMINIUM DECLARATION, BYLAWS, RULES, AND REGULATIONS, as from time to time amended, shall be, and hereby are, made a part of this lease and incorporated herein by this reference."

"Lessee Compliance with DECLARATION, BYLAWS, RULES, AND REGULATIONS. Lessee understands and agrees that the Condominium Association for the Condominium Parcel of which this unit is a part has the direct right of enforcement against the Lessee for any breach of the CONDOMINIUM DECLARATION, BYLAWS, OR RULES AND REGULATIONS, including, but not limited to, unilat-

eral termination of this lease by the Condominium Association for the Condominium Parcel of which this unit is a part upon written notice to Lessee at least twenty-eight (28) days prior to the end of a rent-paying period, or if such rent-paying period is in excess of one (1) month, then at least twenty-eight (28) days prior to the end of a calendar month, and/or eviction of the Lessee."

"Eviction of Lessee by the Association. Lessee understands, acknowledges, and agrees that the Condominium Association for the Condominium Parcel of which this unit is a part has the direct right to terminate the lease, without penalty, upon written notice to Lessee at least twenty-eight (28) days prior to the end of a rent-paying period, or if such rent-paying period is in excess of one (1) month, then at least twenty-eight (28) days prior to the end of a calendar month, and to subsequently evict the Lessee, if necessary, if said Condominium Association determines that this lease is not permitted under the provisions of the Harbor Park Parcel "B" CONDOMINIUM DECLARATION OF CONDOMINIUM, the BYLAWS OF HARBOR PARK PARCEL "B" CONDOMINIUM ASSOCIATION, INC., or the RULES AND REGULATIONS OF HARBOR PARK PARCEL "B" CONDOMINIUM."

"Assignment & Sublease. Lessee shall not assign, sublet, sublease, or grant any license or right to use this unit, or any part thereof, without in each case the prior written consent of the Condominium Association of Parcel "B." A consent to one such assignment, subletting, sublease, or license or right to use shall not be deemed to be a consent to any subsequent assignment, subletting, sublease, or license or right to use. An assignment, subletting, sublease, or license or right to use without the prior written consent of the Condominium Association of Parcel "B" shall be absolutely null and void and shall, at the option of the Lessor or the Condominium Association for Parcel "B," terminate this lease.

Further, a unit owner shall provide his/her Lessee with a copy of the then most current DECLARATION, BYLAWS, AND RULES AND REGULATIONS, including this Rule, prior to the first day of the lease term, otherwise such lease shall not be permitted.

D. Events Causing Permitted Leases to be Not Permitted. Notwithstanding the foregoing and except as otherwise provided in Section E of this Rule, a lease of a unit which is permitted shall become not permitted upon, and on the date of, the occurrence of the first of the following to occur:

i. Death of the last of the owners of the unit to die.

ii. Sale or transfer of a fifty percent (50%) or greater interest in the unit by any of its unit owners.

iii. Whenever the unit owner occupies his/her own unit.

iv. Written notification from the unit owner to the Board withdrawing the unit owner's desire and/or request to lease his/her unit.

v. Whenever the Board obtains knowledge, or otherwise has reason to believe, that the lease agreement between the unit owner and the Lessee does not include the provisions set forth in and required under the foregoing Section C of this Rule, or whenever the Board obtains knowledge, or otherwise has reason to believe, that the unit owner is not in full compliance with the provisions relating to the lease of units as set forth in the DECLARATION, THE BYLAWS, OR THE REGULATIONS.

E. Notice of Lease Termination & Eviction. Upon a lease not being permitted or becoming not permitted, except in the case of a lease which does not so provide the Board with such termination and eviction rights, the Board may terminate the lease upon written notice to the Lessee at least twenty-eight (28) days prior to the end of a rent-paying period, or if such rent-paying period is in excess of one (1) month, then at least twenty-eight (28) days prior to the end of a calendar month, at which point the Board may evict the Lessee, if necessary.

i. When a permitted lease becomes not permitted by the death of the last of the owners of the unit to die and the lease does not provide the Board with termination and eviction rights, the Board shall notify the current Lessee of the unit, in writing, that such Lessee shall vacate the unit at the end of the term of the current lease. The unit owner shall not be subject to Section F of this Rule for the period from the date on which the lease becomes not permitted to the end of the term of the then current lease.

ii. Any attorney's fees or costs incurred by the Board to effectuate any lease termination or eviction under Section H of this Rule shall be charged to the unit owner and be deemed and in all respects treated as an assessment against the unit and unit owner.

F. Penalties on Violating Terms of Declaration. In addition to any and all other remedies, penalties and fines as provided in the DECLARATION, in the BYLAWS, or in the REGULATIONS, if at any time a unit owner has a lease of his/her unit in effect which is not permitted, whether it was never permitted or becomes not permitted, or if at any time a unit owner otherwise fails to comply with or fulfill his/her obligations under the provisions

relating to the leasing of units as set forth in the DECLARATION OF CONDOMINIUM, the BYLAWS, or this RULE, the Board shall notify the owner, in writing, of the violation and allow ten (10) days for the owner to rectify the same. Unless expressly provided otherwise in this RULE, at the expiration of said ten (10) day period, the Board may, in its sole reasonable discretion, charge to the unit owner a penalty according to the following schedule, which penalty shall be deemed and in all respects treated as an assessment against the unit and unit owner:

i. A lump sum fine not to exceed Five Hundred and no/100 Dollars ($500.00) for the first violation by the unit owner, plus a fine of Thirty and no/100 Dollars ($30.00) per day until the unit owner comes into full compliance with all such provisions.

ii. A lump sum fine not to exceed Seven Hundred and no/100 Dollars ($700.00) for the second violation by the unit owner, plus a fine of Forty and no/100 Dollars ($40.00) per day until the unit owner comes into full compliance with all such provisions.

iii. A lump sum fine not to exceed Two Thousand and no/100 Dollars ($2,000.00) for the third and each subsequent violation by the unit owner, plus a fine of Seventy and no/100 Dollars ($70.00) per day until the unit owner comes into full compliance with all such provisions.

G. Documentation of Penalty. Any such penalties charged to a unit owner under Section I of this RULE shall be documented by the Board in writing, with one (1) copy delivered to the unit owner and one (1) copy held on file with the Board. Said copy shall state the penalty so charged to the unit owner and the Board's basis for charging such penalty.

H. Notice to Unit Owners. Effective on December 31, 2008, each and every unit owner is hereby subject to this RULE. Effective on the date on which the unit owner acknowledged receipt of this RULE, but in no case later than the effective date of this RULE, the unit owner is deemed notified of this RULE and further deemed notified that failing to comply with any or all of the provisions relating to the lease of units in the DECLARATION, the BYLAWS, or this RULE will subject him/her to substantial penalties and fines, including but not limited to those under Section F of this Rule, which will be deemed and will in all respects be treated as assessments against the unit and unit owner. Further, effective on the date on which the unit owner acknowledged receipt of this RULE, but in no case later than the effective date of this RULE, the unit owner is hereby deemed notified that any and all such penalties and fines, including but not limited to those set forth in Section F of this RULE, are in addition to any obligations that a unit owner may continue to have under any of the unit owner's leases

which do not provide the Board with the termination and eviction rights provided by the "Eviction of Lessee by the Association" provision set forth in and required under Section C of this RULE. This Section H of this RULE shall serve as notice to the unit owners of all of the foregoing.

I. Affidavit of Relationship. A unit owner leasing his/her unit to a person or persons related by blood or marriage to such unit owner, or a unit owner allowing a person or persons related by blood or marriage to such unit owner to occupy his/her unit, shall first deliver to the current management company, before such a lease or unit occupancy shall be permitted, a duly executed "Affidavit of Family Relationship," in which affidavit the unit owner shall duly swear on oath, depose, and state that the Lessee or unit-occupier is related by blood or marriage to the unit owner and the nature and description of the family relationship; otherwise such a lease or unit occupancy is not permitted unless such is otherwise duly permitted under Section 8 of the Declaration.

2. Parking Restrictions

A. Generally, motor vehicles shall be parked only in garages or in other designated parking spaces, stalls, or area driveways serving the unit.

B. No commercial vehicles, equipment, trailers, motor homes, campers, boats, boat trailers, all terrain vehicles, snowmobiles, or inoperable vehicles may be parked outside the garage of each individual unit.

C. Motor homes, campers and trailers may be parked in the driveway only for loading and unloading.

D. No vehicle repairing is permitted.

E. At no time are cars to be parked off of the pavement.

F. Unauthorized vehicles or vehicles parked contrary to these Rules will be ticketed or towed at the owner's expense as authorized by Wisconsin Statutes §346.55(4), amended and revised from time to time.

3. Occupancy Restrictions. Occupancy of any unit for purposes of sleeping and residential use shall be limited to a total number of persons determined as follows: A maximum of two (2) persons per bedroom plus one (1) person. This restriction shall not apply to overnight guests of a unit owner who stay for a period of less than ten (10) consecutive days. Permission may be given by the Board for temporary use by a greater total number of persons for a limited period of time.

4. Outside Lights. It is the unit owner's responsibility to keep a working frosted 60-watt light bulb in all "dusk to dawn" light fixtures attached to the exterior of the unit.

5. Use of Porches, Decks, Balconies and Patios.

   A. Unit owners and their guests have the exclusive right to use the porch, deck, balcony and/or patio adjacent to the unit.

   B. No hot tubs or spas are permitted on the porch, deck, balcony, or patio.

   C. Use of common patio furniture and barbecue equipment is permitted. Other storage is not allowed. Grill or patio cover colors must blend with the surroundings.

6. Garbage and Refuse.

   For all Townhome Units the following rules shall apply:

   A. All garbage cans and recycle bins and other like receptacles shall be stored inside of the garage or unit by the unit owner.

   B. All garbage shall be kept in garbage cans or other receptacles with tight-fitting tops except for items placed in the recycle bin.

   C. Garbage cans, receptacles and bins shall be taken by the unit owner to designated areas no earlier than sundown on the day prior to garbage pickup. Garbage cans, receptacles and recycle bins shall be removed from the areas no later than sundown on the day of garbage pickup.

   For all other units, garbage shall be taken to and deposited in designated dumpsters for regular pickup.

7. Business Activity. Owners may conduct business activity within a unit so long as the activity (a) is not detectable by sight, sound, or smell from outside the unit, (b) conforms to local zoning ordinances and rules, (c) does not create any safety hazard or threat, (d) does not involve non-condominium residents coming to the property (except for rummage/garage/yard/estate sales permitted hereunder), and (e) does not disrupt other unit owners (as is determined in the sole discretion of the Board). Upon advance, written approval of the Board, a unit owner may conduct a rummage/garage/yard/estate sale of the unit owner's personal property, provided that the sale takes place only in the unit or the limited common element of such unit and provided that in no event may the owner have more than two (2) such sales in any calendar year.

8. Plantings and Flowers.

A. Flower pots, planters, or containers may be placed by unit owners on stoops, porches, patios, balconies, or decks.

B. Flowers outside of the unit must be natural; no artificial flowers are permitted.

C. Hanging baskets are permitted subject to advance, written approval of the Board.

D. No flower pots, planters, or containers may be placed on sidewalks or driveways.

9. Signs.

A. The right is reserved by the Declarant, or its agent, to place "for sale" signs on any unsold or unoccupied units and to place such other signs on the property as may be required to facilitate the sale of unsold units.

B. No signs of any other kind maybe erected on the condominium property, including the common area, without the written consent of the Board, including "for sale" signs.

10. Pets. In addition to the general prohibitions and limitations set forth in the By-laws, the Board adopts the following pet rules and regulations applicable to each and every unit in the condominium in which a dog or ct is kept ("Permitted Pet").

A. Any Permitted Pet shall be carried or kept on a leash at all times when not in the unit. No Permitted Pet shall be left unattended in the common elements.

B. Unit owners are responsible for IMMEDIATE cleanup of any defecation discharged by their Permitted Pet, regardless of the circumstances.

C. Permitted Pet owners are pecuniarily liable for any damage to the property of the condominium, or other unit owners to include, but not be limited to, carpeting, doors, walls, plantings, or lawns committed by their Permitted Pet.

D. Under no circumstances may a unit owner temporarily or permanently maintain a home for a Permitted Pet in or on a common element or limited common element of the condominium.

E. No Permitted Pet shall be allowed to commit or cause a nuisance of any unreasonable disturbance of other unit owners. Excessive barking or other noise, evidence by complaints on three (3) separate occasions by other unit owners or any other person, shall be cause, at the sole discre-

tion of the Board, for an order of removal of any Permitted Pet from the condominium. If a Permitted Pet bites or otherwise attacks any person or other animal on one (1) occasion, that shall be cause, at the sole discretion of the Board, for removal of the Permitted Pet from the condominium. Any otherwise Permitted Pet may be removed from the condominium if the Board, in its sole discretion, determines that such Permitted Pet constitutes a nuisance to the other unit owners.

11. General Prohibitions.

A. No firewood use or storage is permitted.

B. No antennas, basketball hoops, play equipment, or other recreational equipment may be installed in the common area or limited common elements.

C. There shall be no outdoor storage of vehicles, bicycles, furnitures, or equipment except patio furniture, grills and related equipment.

D. No statuary is permitted.

E. No name plates may be placed on the exterior of any unit.

F. No bird baths or bird feeders are permitted in the common area or any limited common area unless permitted by the Board.

G. No hoses shall be stored outside of the unit or garage.

H. No hanging of laundry outside of unit. Garage door must be kept closed if hanging laundry is in garage.

I. No window air conditioning equipment.

J. No exterior alterations, additions, or modifications, including painting of front door, are permitted except as directed and approved by the Board.

K. No unit owner shall overload the electric wiring or operate any machines, appliances, accessories, or equipment in such manner as to cause, in the sole judgment of the Board, an overload of the utility infrastructure or an unreasonable disturbance to the unit owners.

L. No hanging or display of times on the outside of windows or placed on the outside walls of the unit is permitted except temporary holiday decorations that may be placed on exterior doors during the months of November, December and January, provided the decoration arrangement is approved by

the Board or conforms to established policies set and approved by the Board.

M. No soliciting. No unit owner shall solicit other unit owners for the sale of goods or services or for donations.

N. No noise shall disturb other unit owners. Unit residents should attempt to minimize noise intrusion in any form, including music, television, appliances and other machinery or equipment.

O. No storm door shall be installed by a unit owner unless it is a "full view" door of such quality and with color, style and operating mechanism approved by the Board. The Board specifically reserves the right to prohibit the installation of storm doors.

The Board reserves the right to amend, alter, or cancel any of these rules and regulations and to make such other rules and regulations as may be deemed necessary for the safety, care and cleanliness of the condominium premises and in order to secure the comfort and convenience of all unit owners.

Date: February 13, 2004

To: All Harbor Park Parcel B Owners

Re: Addition of Illegal Parking/Towing Signs

All Parcel B owners should become familiar with this procedure. Each "Villa" unit owns one "deeded" parking space in the Commons area. After reviewing the bylaws and talking to attorney Bill Phenicie and the Kenosha Police, we found that signs are mandated in order to ticket or tow parking violators. Signs were put up.

Our bylaws read in section: Rules and Regulation, 1) Parking Restrictions,
F) Unauthorized vehicles or vehicles parked contrary to these Rules will be ticketed or towed at the owner's expense as authorized by Wisconsin Statutes 346.55(4), as amended and revised from time to time.

This Wisconsin statute 346.55(4) reads:

(4) Owners or lessees of public or private property may permit parking by certain persons and limit, restrict or prohibit parking as to other persons if the owner or lessee posts a sign on the property indicating for whom parking is permitted, limited, restricted or prohibited. No person may leave or park any motor vehicle on public or private property contrary to a sign posted thereon.

The local Police are very clear on the need for a sign that is readable in all types of weather. The unit number stenciled on the curb is not sufficient, especially when covered by snow.

Procedure to follow for an illegally park car in your space:
Step 1: Once the signs are posted it will be **your responsibility** as owner to call the Police (non-emergency 262-656-1234) and have the illegally parked vehicle ticketed. The Police require that you meet them at the parking space. The towing company will not tow the vehicle unless the car was ticketed first.
Step 2: Kenosha Towing will only tow the vehicle after 24 hours have passed since the ticket was issued. Here again, it's **your responsibility** to call Kenosha Towing (262-945-7490) if you want the car towed.

As always, the intent of the Parcel B Board is to protect your ownership rights within the limits of the law.

Sincerely,

Parcel B Board of Directors