RULES OF THE ATHENS AVENUE CONDOMINIUM

The following Rules are adopted by the Athens Avenue Condominium Association (the "Association") for the purpose of assuring that the Condominium is operated in an efficient and orderly manner to create a pleasant living environment.

ARTICLE I

GENERAL

1.01. Applicability. All rules shall apply to and shall be complied with by all Unit Owners, residents within Units, and their guests, families, invitees, contractors, agents, and tenants.

1.02. Definitions. All capitalized terms not defined herein shall have the definitions assigned to such terms by the Athens Avenue Condominium Declaration of Condominium (the "Declaration").

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

1.04. Board. To prevent a conflict of interest, no member of the Board of Directors ("Board") shall be employed by the Association.

1.05. Claims. All claims on the Association's liability insurance should be handled through the Board.

1.06. Communication. All unit owners may contact the Board in writing via a written letter addressed to the Athens Ave Condo Association P.O. Box 085501 Racine WI, 53408, or email addressed to all officers on the Condo Board for review. The Board will respond to communication presented via these methods within 10 business days unless otherwise specified. In the event these forms of communication are misused, (i.e., sending inappropriate or harassing emails or letters), the Board may place temporary restrictions on the method and frequency of communication not to exceed 60 days. Further abuse of communication channels after restrictions have been placed will result in a fine for each violation. The Board at its discretion may choose to discontinue e-mail communications and direct unit owners to solely use mailed communication in instances where harassment or misuse of email is occurring.

1.07. Minutes. Minutes of meetings of the Association will be delivered to all renters, but not financial reports as those will be emailed to the unit owner, provided they have given their email information to the Board Secretary. In instances where email is misused the board may revert to mailing all documents.

1.08. Rental. No more than 5 of the 30 units on the property may be rented at any given time. Unit owners must provide copies of the Declaration, By-Laws, and Rules of the Association to all tenants of the owner's unit. Tenants must comply with all provisions in the Declaration, By-Laws, and Rules of the Association. The unit owner must provide the Association with the name and telephone number of all tenants occupying a unit. If a renter destroys property or does not comply with the Declaration, By-Laws and Rules, the unit owner will be contacted and if the unit owner does not terminate the lease, the unit owner will be subject to legal recourse as set forth in the By-Laws or any other remedies available to the Association.

1.09. Enforcement. All costs of enforcing the provisions of the declaration, bylaws, and rules of the Athens Ave. association against any unit owner or tenant of any unit owner, including legal fees and attorney's fees,

shall be assessed to the unit owner against who enforcement of the provisions of the declaration, by laws and rules is sought.

ARTICLE II

APPEARANCE

2.01. Signs. No sign of any kind shall be displayed on the exterior of any unit or Common/Limited Common Element. If a unit is for sale, an appropriate "for sale" sign can be placed in front of the unit if the Board is notified prior to placement of the sign. Only the Association has the right to place signs on the building exterior or Common/Limited Common Elements.

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

2.03. Protrusions. No awnings, canopies, machines, air conditioning units, wiring electrical or telephone installations, or other similar protrusions shall be allowed on the exterior of the Condominium buildings without the prior written consent of the Board.

2.04. Antennae. To the extent this restriction is permitted by applicable law, no exterior antennas, windmills, or satellite dishes shall be erected on the exterior of any Unit.

2.05. Laundry. No laundry is to be hung on windows or from tree branches. However, during the day until 5:00 pm, except on Sundays and holidays, the resident of a Unit may hang laundry on a clothesline located on the Unit's patio between the security fences. The location and hardware of all clothes lines must be preapproved by the Board.

2.06. Common and Limited Common Elements. The Common and Limited Common Elements are owned and maintained by the Association. Examples of Common Elements include the grass areas behind the units and the exteriors of the buildings and garages. An example of Limited Common areas includes patios and fences separating the units. For additional clarification please see the Athens Ave. Condominium Declaration Page 3 sections 4 and 5.

(a) All Limited common elements i.e., patios and dividing fences etc., shall be kept in a neat and orderly condition. Overcrowding of personal property is not permitted. Excess clutter, neglect, or damage caused by a unit owner shall be corrected by the Association at the unit owner's expense and by any means deemed appropriate including removal of personal property from the Limited common element. Unit owners will be given the option to remove the property themselves or for the property to be stored at the unit owners' expense while corrections are made. In instances of repeat offence, the Board may opt to dispose of the property all together. The Board shall not be liable for damage or loss of any property during a correction as unit owners will have had ample time and notice to remove the property on their own.

(b) Any damage to the Common Elements, that is the result of excess clutter, negligence, violation of the rules, or vandalism shall be corrected by the Association at the unit owner's expense and by any means deemed appropriate, including removal of personal property from the Common elements. Unit owners will be given the option to remove the property themselves or for the property to be stored at the unit owners' expense while corrections are made. In instances of repeat offence, the Board may opt to dispose of the property all together. The Board shall not be liable for damage or

loss of any property during a correction as unit owners will have had ample time and notice to remove the property on their own.

(c) No personal property shall be stored on the patios except grills, patio furniture, and other personal property that is appropriate for storage on the patios (such as hoses and patio decorations), such items may be located on the patios from April 1st through November 1st. The Board reserves the right to revoke or restrict this exception in instances where personal property is causing damage to the common and limited common elements, has become a nuisance to other unit owners, or has negatively impacted the overall appearance of the property.

(d) All garbage cans and bags shall be kept in the garage. Unit owners may obtain approval from the Board to temporarily place their garbage cans on the patios for specific uses such as work being done on a Unit. All food scraps or materials that may attract rodents must be placed in garbage cans and bags that are kept in the garages.

(e) Any exterior or substantial changes to the common and/or limited common elements such as patios, lawns, fences, exterior structure of the buildings, garages, windows, and doors etc. must be approved by the Association. Requests must be made in writing either through mail or e-mail and must include the planned changes, the materials that will be used, the company and licensed bonded contractor that will be hired to do the work, and a detailed description of the scope of the work for approval by the board. Each of these requirements must be met before the board will review the request and determine whether it can be approved. In cases where the work/change is minor, unit owners may request to do the work themselves. If a unit owner fails to obtain approval from the board before making such a change or alteration, the board will proceed to restore all alterations to their original condition at the expense of the unit owner.

USE RESTRICTIONS

3.01. Animals. Unit owners shall be allowed to keep no more than two (2) cats or two (2) dogs per unit provided however, the keeping of dogs that weigh over 50 pounds shall be subject to prior Board approval. No Rottweilers or Pit Bulls shall be allowed anywhere within the Condominium. Animals shall always be carried or kept on a leash when not in a unit. All animals shall not unreasonably disturb other Condominium residents and shall not be left unattended outside the units. Owners of animals shall be liable for any damage caused by their animals. Kennels for all animals shall be kept inside their owner's unit. Unit Owners are responsible for the immediate cleanup after their animals regardless of the circumstances.

3.02. Maintenance of Unit. All unit owners shall promptly perform or shall have promptly performed all maintenance and repair work needed within their Unit.

a) If the nature of needed maintenance or repair necessitates the involvement of the Association Board, unit owners must promptly contact the Association Board to ensure appropriate measures can be taken to address the problem. The Board should be contacted via letter sent to the Association P.O. Box or an email addressed to all board members. The Board shall not be liable for damage incurred that could have been prevented with the timely reporting of a repair/maintenance issue.

b) Each unit owner shall be responsible for all damages and liabilities caused by any failure to maintain or repair their unit. If a condition should arise in a unit due to neglect or damage that may threaten the overall structure, condition or habitability of a unit or Surrounding units; The Board may exercise its right to be permitted entry into the unit to remedy the situation. The unit

owner would then be responsible for the cost of repair and any legal fees incurred by the Association.

c) All unit owners shall install two (2) smoke alarms in their Unit at locations near the stairways of the unit in accordance with the requirements of the Condominium's insurer.

d) Unit owners are responsible for all maintenance within the Vertical and Horizontal boundaries within their units. The vertical boundaries of a unit shall be the outer surfaces of the drywall and the plane of the outside faces of doors and windows extended in each case to an intersection with the upper and lower boundaries. The upper boundary shall be the outer surface of the second-floor ceiling drywall and the lower boundary shall be the plain of the underside of the basement floor.

3.03. Maintenance of Limited Common and Common Areas. The Association is responsible for the care and maintenance of the Common and Limited common areas. The following set of rules are intended to ensure the Association can perform its duties with as little encumbrance as possible.

a) Any attempt to prevent or obstruct the Association in its efforts to repair, maintain or service the property in any capacity will not be tolerated. Unit owners found to be engaging in this behavior will be fined.

b) The Association reserves the right to remedy any issue that may prevent or impede maintenance on the property. This can include, but is not limited to, removing obstructions that impair a third parties' ability to perform their duties or intervening when harassment by a unit owner is occurring.

c) Owners are prohibited from discarding any garbage or materials from the windows of the Units and are prohibited from discarding any garbage or materials into the Common or Limited common areas.

3.04. Peaceful Enjoyment. All unit owners have the right and expectation of being able to peacefully enjoy living at these condos. The following rules are set in place to help ensure that this continues to be the case now and in the future.

a) No offensive or unlawful activity or use shall occur in the Condominium. All Unit Owners shall comply at their own expense with all Bylaws, Condo rules, city, state, and federal laws applicable to their unit.

b) If the Association receives multiple complaints regarding the same issue from several owners regarding a unit owner's behavior towards other residents, said unit owner will be subject to fines for nuisance behavior.

c) Please be mindful of your neighbors when outside. Loud music/noise between the hours of 9 p.m. to 7 a.m. is not permitted.

d) Except for doorbell cameras installed no further than 1^{ft} from the front or backdoor of a unit, the use of security cameras or any other device that may be used for surveillance, recording, or monitoring by a unit owner is expressly prohibited. While unit owners may have cameras placed inside their home; the Association will take action to remove or have removed all devices affixed to all Limited Common and Common Elements including surveillance devices attached to other fixtures on any Common and Limited Common Elements. The Association reserves the right to install security cameras around the property when and if deemed appropriate to do so.

e) Pools are permitted between April 1st to November 1st. Unit owners will be responsible for maintenance as well as any damage to the units, Common Elements, and Limited Common Elements caused by the pools. Failure to properly maintain pools will result in fines. If issues with a pool become a persistent problem, the Board reserves the right to revoke this privilege.

3.05. Storage. The Association shall not be liable for any loss or damage to property placed in any unit or any other area of the Condominium. No materials prohibited by law or local ordinance may be stored in any of those areas.

3.06 Salting. Unit owners can use salt on the access walks or driveways of the Condominium if they use products that do not damage grass, bushes, concrete, or cement. Unit owners shall be liable for the costs of repairing all damage caused by improper salting. Magnesium chloride is recommended for salting. In the event that ice is too thick to be broken up or removed without risking damage to the Common and Limited Common element. The Association shall lay sand/litter over the area until the ice can be safely removed. Unit owners may alert the Association to any such issues to ensure they can be quickly resolved.

3.07. Landscaping. Unit owners are prohibited from planting outdoor vegetation anywhere within the Condominium; except flower beds may be planted in the vicinity of a unit and are encouraged by the Association provided Unit owners obtain approval to do so by the Board. Unit owners are not permitted to make any other changes to the Common or Limited Common elements with regards to landscaping without prior approval of The Board. If a unit owner doesn't take care of flower beds and they become overgrown with weeds, the Association will restore the area to its original condition at the Unit owner's expense. Thereafter flowers can only be placed in planters.

VEHICLE RESTRICTIONS

4.01. Obstructions. Driveways shall not be used for any purpose other than for ingress and egress to and from units. All unit owners, tenants and visitors must comply with the posted speed limit signs.

4.02. Parking. Unit owners shall not park at, nor shall they permit their families, guests, invitees, or tenants to park at, or to block access to, the parking area of other unit owners. Improperly parked vehicles shall be subject to removal at the vehicle owner's expense. Unit owners may park in the back of their units provided they are not obstructing the ingress or egress of another unit owner. Cars may not be parked behind the units overnight.

4.03. Fire Lane. A fire lane is in front of each garage of the three (3) buildings of the Condominium. City ordinances do not permit parking in a fire lane. Do not leave your car parked unattended in the fire lane. Unit owners/visitors may park parallel to the opposite side of the road from the garages.

4.04. Bikes/Recreational Equipment. Unit owners shall keep bikes and other recreational equipment in their unit and garage and shall not store them in any other area of the Condominium. Unit owners, guests and tenants shall not use bikes, skateboards, or other sport-related items in the Common Areas.

4.05. Garage Door. The garage door to a unit shall always remain closed except when in use for ingress or egress purposes, or for car and garage cleaning. The Association is responsible for the entirety of the exterior of the garages except for garage doors. Homeowners are responsible for the interior drywall, first layer of garage floor and garage door motor. Pin pads are permitted as an exception on the garage exterior. However, pin pads with cameras are not permitted.

4.06. Garages. There is to be no parking between garages or on the sides of garages. No appliances (such as stoves, refrigerators, and freezers), heaters, machinery, extension cords or equipment can be plugged into the electrical receptacle of any garage, except a vacuum can be used only to clean the car of a resident of a unit. Grilling

in the garage or on the apron is not allowed. If a unit owner is found misusing garage electricity, they will be fined for every occurrence. Please put your unit address on your garbage cans so that they can be identified if blown away.

4.07. Electric vehicle charging. Unit owners wishing to Charge EVs in their garage must inform the Board of their intent to do so. The Board is willing to hear proposals from unit owners as to how they would track the electricity being used and how they would be responsible for the additional cost. Approvals for installation will be made on a case-by-case basis dependent on the Unit owners plan and Board approval.

ARTICLE V

AMENDMENTS

5.01 Amendments. This document may be amended at any time by the Board provided reasonable accommodations are made for unit owners to comply with new changes to the rules. Except for changes that could not be reasonably implemented within this time frame, as a standard practice unit owners will have 30 days to comply with any new rules before any enforcement measures can be taken. Unit owners needing more time to comply may request temporary exceptions from the board if there are extenuating circumstances.

ARTICLE VI

FINES/DUES

6.01. Fines. In addition to any other remedies available to the Association under the Declaration, the Bylaws, these Rules or applicable law, the Association shall have the right following delivery of a written notice of violation to a unit owner or tenant, and expiration of any cure period required under the Declaration, By-Laws, these Rules or applicable law, to impose a fine against any unit owner or tenant in violation of the Declaration, the Bylaws, or these Rules according to the following schedule for a one time occurrence:

(a) For the first violation of a particular rule, declaration, or bylaw in any twelve-month period: **$30.00 to be paid within ten days or a late fee of $30.00 will apply.**

(b) For the second violation of a particular rule, declaration, or bylaw in any twelve-month period: **$45.00 to be paid within twenty days or a late fee of $30.00 will apply.**

(c) For any additional violation of a particular rule, declaration, or bylaw in any twelve-month period: **$60.00 to be paid within thirty days or a late fee of $30.00 will apply.**

6.02. Payment of Fines. Fines are to be paid immediately to the Association. Any fine not paid within the payment period after billing shall accrue a late charge in the amount of $30.00 for every month that the fine remains unpaid. If a tenant fails to pay a fine within thirty (30) days after the notice of the fine, the Association shall have the right to collect fines by enforcement of a condominium lien pursuant to Wisconsin law.

6.03. Continuous Occurrence Fines. For violations that continue to occur daily, and after a cure period has expired, a fine schedule will apply. A letter will be issued containing the nature of the violation, what is required to remedy the issue, and a timeframe to implement the remedy. Failing to remedy the issue by the end of the first cure period will result in a $30.00 fine. Failure to remedy by the end of the second cure period will result in a $45.00 fine. Failing a third time will result in a fine of $60.00 dollars. Finally, after the last cure period expires a $30.00 per day continuous occurrence fine will apply for no more than 30 days. After which, the Association will seek a lien for unpaid fines.

6.04. Monthly Dues. Dues are due on the first of every month. A five-day grace period is provided as a courtesy. If payment of dues is not received, a $20.00 fee will apply. If the unit owner fails to pay their dues by the end of the month, an additional fee of $20.00 for every month that the dues are not paid will apply. The Association reserves the right to enforce a lien after 30 days of non-payment.

2024