RULE AND REGULATION OF HARBOR HOUSE CONDOMINIUMS, INC.

See attached Rules and Regulations of Harbor House Condominiums, a condominium affecting real estate described as follows:

Units 2-1, 2-2, 2-3, 2-4, 2-5, 2-6, 2-7, 2-8, 6-1, 6-2, 6-3, 6-4, 6-5, 6-6, 6-7, 6-8, 9-1, 9-2, 9-3, 9-4, 9-5, 9-6, 9-7, 9-8, 13-1, 13-2, 13-3, 13-4, 13-5, 13-6, 13-7, 13-8, 7102-1, 7102-2, 7102-3, 7102-4, 7102-5, 7102-6, 7102-7, 7102-8, 7201-1, 7201-2, 7201-3, 7201-4, 7201-5, 7201-6, 7201-7, 7201-8, 7202-1, 7202-2, 7202-3, 7202-4, 7202-5, 7202-6, 7202-7, 7202-8, 7205-1, 7205-2, 7205-3, 7205-4, 7205-5, 7205-6, 7205-7, 7205-8, 7206-1, 7206-2, 7206-3, 7206-4, 7206-5, 7206-6, 7206-7, 7206-8, 7207-1, 7207-2, 7207-3, 7207-4, 7207-5, 7207-6, 7207-7, 7207-8, 7211-1, 7211-2, 7211-3, 7211-4, 7211-5, 7211-6, 7211-7, 7211-8, 701-1, 701-2, 701-3, 701-4, 701-5, 701-6, 701-7, 701-8, 705-1, 705-2, 705-3, 705-4, 705-5, 705-6, 705-7, 705-8, 801-1, 801-2, 801-3, 801-4, 801-5, 801-6, 801-7, 801-8, 805-1, 805-2, 805-3, 805-4, 805-5, 805-6, 805-7, 805-8, 809-1, 809-2, 809-3, 809-4, 809-5, 809-6, 809-7, 809-8, 901-1, 901-2, 901-3, 901-4, 901-5, 901-6, 901-7, 901-8, 905-1, 905-2, 905-3, 905-4, 905-5, 905-6, 905-7, 905-8, 909-1, 909-2, 909-3, 909-4, 909-5, 909-6, 909-7, 909-8, 913-1, 913-2, 913-3, 913-4, 913-5, 913-6, 913-7, 913-8, 914-1, 914-2, 914-3, 914-4, 914-5, 914-6, 914-7, 914-8, 917-1, 917-2, 917-3, 917-4, 917-5, 917-6, 917-7, 917-8, 918-1, 918-2, 918-3, 918-4, 918-5, 918-6, 918-7, 918-8, 921-1, 921-2, 921-3, 921-4, 921-5, 921-6, 921-7, 921-8, 922-1, 922-2, 922-3, 922-4, 922-5, 922-6, 922-7, 922-8, 926-1, 926-2, 926-3, 926-4, 926-5, 926-6, 926-7, 926-8, 802-1, 802-2, 802-3, 802-4, 802-5, 802-6, 802-7, 802-8, 806-1, 806-2, 806-3, 806-4, 806-5, 806-6, 806-7, 806-8, 902-1, 902-2, 902-3, 902-4, 902-5, 902-6, 902-7, 902-8, 906-1, 906-2, 906-3, 906-4, 906-5, 906-6, 906-7, 906-8, Harbor House Condominiums, a Condominium, located in the City of Madison, Dane County, Wisconsin together with an undivided interest in and to the common areas and facilities of the condominium, all in Harbor House Condominiums, A Condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, according to the declaration of condominium recorded in the office of the Register of Deeds for Dane County recorded on August 3. 2006, as Document No. 4221275, and by a Condominium Plat therefor, and any amendments thereto.

DANE COUNTY REGISTER OF DEEDS

DOCUMENT # 5849385

07/20/2022 08:40 AM

Trans Fee:
Exempt #:

Rec. Fee: 30.00 Pages: 13

The above recording information verifies that this document has been electronically recorded and returned to the submitter.

Recording Area

Name and Return Address

Peter C. Osman Borakove | Osman LLC 9701 Brader Way, Suite 201 Madison, WI 53562

See Attached

(Parcel Identification Number)

Attached Parcel Identification Numbers

251/0708-264-1835-7	251/0708-264-1836-5	251/0708-264-1837-3	251/0708-264-1838-1
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251/0708-264-0335-8			

HARBOR HOUSECONDOMINIUMS MADISON, WISCONSIN RULES AND REGULATIONS (July 21, 2021)

WHEREAS, Article VIII of the Declaration of Condominium and Article 3.16(1) of the By-Laws for the Harbor House Condominiums, Madison, Wisconsin provide in pertinent part that the Board of Directors shall have the right to establish Rules and Regulations concerning the use of the Common Elements and shall adopt Rules and Regulations to govern the use of Units and the conduct of all residents of the Harbor House Condominiums of Madison; and

WHEREAS, the Board of Directors deems it to be in the best interests of the Unit Owners and residents and to avoid any conflict in the interpretation of the Rules and Regulations to adopt Rules and Regulations, separate and apart from the Declaration and By-Laws, as a single, comprehensive set of Rules and Regulations to govern the use of Units and the Common Elements and the conduct of all residents of the Harbor House Condominiums of Madison;

NOW, THEREFORE, the following Rules and Regulations are hereby adopted and established for and on behalf of Harbor House Condominiums

- 1. Use. No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. Each Dwelling Unit shall be used as a residence for a single family of a Unit Owner, the employee or invitee of a Unit Owner, or the tenant of a Unit Owner subject to these Rules and Regulations and the restrictions set forth in the Declaration and By-Laws, and for no other purposes. Each Parking Unit shall be used only for parking operable motor vehicles and watercraft. All outside parking spaces shall be used for parking operable automobiles, motorcycles, and for no other purposes, subject to such reasonable rules and regulations as may be adopted by the Board. Campers, trailers, vans, pick up trucks, recreational vehicles, and other types of nonpassenger vehicles and accessories, including boats and snowmobiles, shall be stored in outside parking spaces only upon written consent from the Board. The Board may authorize such vehicles and items parked in violation of this provision to be towed away and any such towing charge shall become a lien on the Unit Owner if he owns the vehicle or item or his Occupant owns same. A Unit Owner may be a natural person or a corporation. No Unit, whether owner occupied or tenant occupied, shall be occupied by more than four (4) persons ("person" defined in this provision as adults or children) per Unit, nor more than two (2) persons per bedroom within the Unit. This provision shall be enforceable without regard to the age, sex or relationship of occupants.
- 2. Restrictions. There shall be no obstruction on the Common Elements nor shall anything be stored in, on, under or above the Common Elements (except in areas designed for such purpose) without the prior written consent of the Board except as hereinafter expressly provided. Common Elements shall not be obstructed, littered, defaced, or misused in any manner. Owners shall be obligated to maintain and keep in good order and repair their respective Units. No structural changes or alterations shall be made in any Unit without prior written consent of the Board of Directors and any mortgagee holding a mortgage on said Unit.
- 3. Prohibited Use. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance without the written consent of the Board. Owners shall not permit anything to be done or kept in their respective Units or in the Common Elements which will result in

the cancellation of insurance or which would be in violation of any law. No waste shall be committed in the Common Elements.

4. Owner's Insurance. The Association maintains property insurance on the common elements and Units pursuant to Article XI of the Declaration of Condominium. (the "Insurance Coverage"). The property Insurance Coverage shall be in coverage amounts and with deductibles determined by the Board of Directors. The Association shall be responsible for payment of the insurance premium for the Insurance Coverage, but not for payment of the deductible on any insurance claims attributable to a specific Unit or Unit Owner. Each Unit Owner shall be jointly and severally responsible for payment of the deductibles on any insurance claim payable under the Insurance Coverage attributable to the Unit Owner or his/her/its Unit. A claim is attributable to a Unit Owner if the Board of Directors of the Association determines it was caused by or arose from the actions or inactions (whether intentional, unintentional or negligent) of the Unit Owner or his/her/its agents, tenants, guests, invitees or occupants. A claim is attributable to a Unit if the Board of Directors of the Association determines it was based upon or was related to damage to the interior of the Unit. The Association, by the Board of Directors, may upon its determination that a claim was attributable to a specific Unit or Unit Owner, assess the amount of the paid deductible to the Owner(s) of the affected Unit.

Each Unit Owner shall be responsible for insuring the personal property in his/her/its Unit(s) together with his/her/its personal property stored elsewhere on the property of the Association. Each Unit Owner is encouraged to obtain insurance coverage for the payment of the deductible on any claim on the Association's insurance attributable to the Unit Owner or his/her/its Unit. Pursuant to the Declaration of Condominium, the Association shall have no obligation to insure the personal property of the Unit Owners.

- 5. Exterior Surfaces. Owners shall not cause or permit anything to be placed on outside walls, decks, balconies, terraces, doors or windows of the Buildings, and no sign, awning, canopy, shutter, air conditioning or heating unit (except those already existing), radio, satellite dish, or television antenna shall be affixed to or placed in, through or upon the exterior walls, doors, windows or roof or any part thereof, without the prior written consent of the Board. Satellite dishes shall be placed only in common locations specified by the Board. No fencing shall be built adjoining any Unit without the prior written consent of the Board.
- 6. Pets. No pet which weighs in excess of thirty-five (35) pounds shall be kept or otherwise maintained in a Dwelling Unit, whether owner occupied or tenant occupied, without the prior written consent of the Board. No animals of any kind shall be raised, bred or kept in any Unit, except that one (1) dog or one (1) cat or one (1) other usual household pet not exceeding thirty-five (35) pounds in weight may be kept in a Dwelling Unit (a total of one (1)

pet per Unit), without the prior written consent of the Board. Notwithstanding the foregoing, the following breeds of dogs are not allowed: Akita, Chow, Pit Bull (a/k/a Staffordshire Terrier) Presa Canario, Rottweiler, Sharpei, Wolf Hybrids, Doberman, and Great Danes. Any Unit Owner who desires to keep a pet weighing in excess of thirty-five (35) pounds or desiring to keep more than one (1) pet in a Dwelling Unit must first obtain the written consent of the Board upon application to the Board and furnishing in writing such reasonable information about the pet or pets that may be required by the Board. No animals of any kind shall be raised, bred or kept in the Common Elements. No pet shall be kept, bred or maintained for any commercial purposes. It is the responsibility of the pet owner to pick up and properly dispose of his/her animal's waste products. Such waste products shall never be allowed to remain on common or limited common areas. Any pet kept in violation of rules and regulations adopted by the Board or causing or creating a nuisance or unreasonable disturbance (after causing more than one (1) violation) shall be permanently removed from the Property upon three (3) day's written notice from the Board.

- 7. Required Carpeting and Sound Absorbent Materials. Each Unit Owner shall be required to keep all floor areas of each Unit covered with wall to wall carpeting, including separate padding beneath said carpeting, except for the floor of the kitchen, utility room, bathroom(s) and foyer. As to any washing machines, dryers, trash compactors or similar appliances or devices which may vibrate or cause noise, the Unit Owner housing said appliance shall install sound absorbent material, insulation or devices to reduce the transmission of sound. The Association may install and keep wall to wall carpeting, including separate padding beneath said carpeting, in the main hallways of the Common Elements located within the Buildings. The Board of Directors, upon written application of a Unit Owner, may allow the installation of wood or ceramic flooring, if the applicant provides detailed specifications for installation of those materials by a licensed contractor in a manner which will minimize the transmission of sound from those surfaces.
- **8. Nuisance.** No noxious or offensive activity shall be conducted in any Unit or in the Common Elements, nor shall anything be done thereon, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants. Unit Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such way as to be injurious to the reputation of the Condominium.
- 9. Structural Integrity. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Buildings or the Common Elements or which will structurally change the Buildings or the Common Elements, except as is otherwise provided herein Unit Owners shall not do any work which would jeopardize the soundness or safety of their Property, reduce the value thereof or impair any easement or hereditament without first obtaining, in every such case, the consent of seventy-five (75%) percent in interest of all the Unit Owners. Nothing shall be altered or constructed in or removed from the Common Elements, except upon written consent of the Board.
- 10. Unsightliness. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of litter, rubbish, debris and other unsightly materials which must be

kept in receptacles provided for such purposes. No outdoor clothes lines may be erected, and nothing shall be hung or exposed on any part of the Common Elements. Shaking rugs or mops from any patio or balcony, drying or hanging items on any patio or from any balcony or storing personal property on any patio or any balcony is prohibited.

- 11. Obstructions. There shall be no obstruction of hallways, landings, entrances, exits or other portions of the Common Elements nor shall ready access thereto be obstructed or impeded in any manner. Common walks, park areas and other Common Elements shall be kept free from rubbish, debris, and other unsightly materials, and shall not be obstructed, littered, defaced or misused in any manner, and shall be used for no other purpose than ingress and egress from Units and the building in which the Units are situated. Every Owner, Occupant and other person shall be responsible for his personal property in any storage areas and in other portions of the Common Elements. Neither the Board or the Association shall be considered the bailee of any such personal property, nor shall either be responsible for any loss or damage thereto, whether or not due to negligence of the Board and/or the Association.
- 12. Commercial Activity. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any Unit. This prohibition shall also apply to the Common Elements unless permission from the Board is obtained.
- 13. Leases. All lease or rental agreements regarding a Unit shall be in writing and shall be subject to all the terms, conditions and requirement of the Declaration, By-Laws and rules and regulations of the Association. No Unit may be leased or rented by a Unit Owner for a period less than six (6) months. The Owner shall provide a copy of the written lease or rental agreement to the Board within ten (10) days after its execution or the date of occupancy, whichever occurs first. If the Lease is oral, a memorandum of lease shall be provided according to the same time restrictions. Owner will be responsible for their tenant's actions and Owner agrees to keep their tenants in full compliance with the Declaration, By-Laws and rules and regulations. If repeated violations occur, Owner agrees to work with the Association and the management company to remedy the violation. The foregoing provisions to the contrary notwithstanding, a Unit may be occupied for a period of less than thirty (30) days by an employee or guest of a corporate Unit Owner provided the occupant is not in violation of any provision of the Declaration, By-Laws or rules and regulations; in such instances the occupant of the Unit shall be deemed to be the corporate Unit Owner.
- 14. "For Sale" and "For Rent" Signs. No "For Sale" or "For Rent" signs, advertising or other displays shall be permitted in the common areas and no such sign, advertising or display in excess of five square feet shall be maintained within a Unit such that it is visible form the exterior of the Unit. Notwithstanding the foregoing, the right is reserved by the Declarant, or its agents to place and maintain on the Common Elements or any Unit it owns, as long as Declarant is engaged in sales or leasing activities in connection with the Property, sales models, a sales or leasing office, advertising signs or banners and lighting in connection therewith, at such locations and in such forms as the Declarant shall determine.

- 15. Parking. (a) All outside parking spaces shall be used for parking operable automobiles, motorcycles, and for no other purposes, subject to such reasonable rules and regulations as may be adopted by the Board. No vehicle shall be parked or left standing on the street in front of the building unless such vehicle is the property of the Unit Owner or the Occupant. Campers, trailers, vans, recreational vehicles, and other types of non-passenger vehicles and accessories, including boats and snowmobiles, shall be stored in outside parking spaces only upon written consent from the Board. Inoperative, immobile or junked cars and other vehicles may not remain in the parking area for more than one (1) day without the prior consent of the Association. Vehicles and items parked in violation of these provisions may be towed away at the Owner's expense and any such towing charge shall become a lien on the Unit Owner, if he owns the vehicle or item or his occupant owns same.
- (a) No vehicle belonging to a Unit Owner or to a member of the family or guest, tenant or employee of a Unit owner shall be parked in such a manner as to impede or prevent ready access to another Unit Owner's Parking space.
- 16. Exceptions. The restrictions set forth in these Rules and regulations shall not be construed in such a manner as to prohibit an Owner from: (a) maintaining a personal professional library therein; (b) keeping personal business or professional records or accounts therein; or (c) handling personal business or professional business calls or correspondence therefrom, or inviting personal business or professional clients therein, so long as the Unit is not advertised to the general public in any manner as a business establishment. Such uses are expressly declared customarily incident to the principal use for residential purpose and not in violation of these Rules and Regulations.
- 17. Declarant Rights. Notwithstanding any provision hereof to the contrary, at all times and from time to time prior to the sale of the last Unit in the Property, the Declarant and beneficiaries of Declarant, their agents, successors and assigns, hereby reserve the right: (a) to lease or sell such Units as the Declarant shall determine; (b) to erect and maintain on the Property all advertising signs, banners, lighting and other sales devices for the purpose of aiding the sales or leasing of the Units in the Property; (c) to maintain sales and business offices on the Property to facilitate the sale or leasing of Units therein; and (d) to utilize the Common Elements for ingress and egress in connection with the sale and leasing of Units in the Property, an easement being hereby granted to Declarant for said purposes.
- 18. Controlling Provisions; Interpretation. In the event there is deemed to be any conflict between the terms and provisions of these Rules and Regulations and the Declaration or the By-Laws, then the terms and provisions of these Rules and Regulations shall be deemed controlling, provided such Rules and Regulations are not in violation of the Wisconsin Condominium Ownership Act. The words "Property", "Unit", "Unit Owner", "Common Expenses", "Common Surpluses", "Common Elements", and others are used in these Rules and Regulations as they are defined in the Declaration and the Wisconsin Condominium Ownership Act.
- 19. No Hazardous or Flammable Materials. No Unit Owner shall store, nor allow any guest or occupant of the Owner's Unit, to store any hazardous material, pesticides, petroleum or other flammable products in any storage area upon the property. Such items shall specifically not be allowed in the basement storage areas nor upon the decks or stoops of the Units.
- 20. Clubhouse Use. The Clubhouse located on the first floor of 802 Harbor House Drive, Madison, WI 53719 which includes a kitchen, two bathrooms, tables, chairs, TV Room, and fireplace is to be

used for rental purposes only. A \$250.00 deposit, that is refundable, is due prior to usage. Any damages caused by user/guests shall be deducted from the deposit. The Board of Directors reserves the rights to ban Owners from renting if prior issues were caused or Owners have an outstanding condo fee balance. All reservations are to be submitted to the Management Company for approval on dates and times. A rental agreement is to be signed by the Owner reserving the clubhouse. When the clubhouse is not reserved, residents may request use Monday-Friday and obtain approval through the Board and Management Company prior to use. Any damage caused by such use shall be the responsibility of the of the party using the space. The Facilities Rules & Regulations are included and must be signed by all Owners:

HARBOR HOUSE CONDOMINIUMS FACILITIES RULES AND REGULATIONS

RELEASE OF LIABILITY

READ CAREFULLY-THIS AFFECTS YOUR LEGAL RIGHTS

- 1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by the Harbor House Condominium Association, or the employees, representatives or agents of Bruner Realty & Management, Inc.
- I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and further release and discharge Harbor House Condominiums, Inc. or Bruner Realty & Management, Inc. for injury, loss or damage arising out of my use of or presence upon the facilities of Harbor House Condominiums Fitness Center, whether caused by the fault of myself, Harbor House Condominiums Fitness Center, or other third parties.
- 3. I agree to indemnify and defend Harbor House Condominiums, Inc. and Bruner Realty & Management, against all claims, causes of action, damages, judgments, costs or expenses including attorney fees and other litigation costs, which may in any way arise from my use of or presence upon the facilities of the Harbor House Condominiums Fitness Center.
- 4. I agree to pay for all damages to the facilities of Harbor House Condominiums Fitness Center caused by my negligent, reckless, or willful actions.
- Any legal or equitable claim that may arise from participation in the above shall be resolved under Wisconsin Law.
- 6. Any guests of the registered participant are subject to this release and are the responsibility of the undersigned party.

POOL RULES AND REGULATIONS (Hours 10:00am-10:00PM)

- 1. Swimming is done at residents own risk. There is no lifeguard on duty. Enter at your own risk.
- 2. The only people to be in the pool area are those that currently reside at harbor house. <u>All guests must be</u> accompanied by a resident at all times.
- 3. Proper swim attire is to be worn at all times in the pool. Jeans, tee shirts or cut off shorts are not allowed.
- 4. No running, rough, or boisterous play is allowed at any time in the pool/deck areas.
- 5. NO SMOKING ALLOWED.
- 6. No small objects such as coins, sticks, rocks, or cigarettes are allowed in the pool at any time.
- No diving is permitted at any time.
- 8. Alcohol, food, glass or shatterable bottles are not allowed in pool at any time. Glass and shatterable bottles are not allowed at any time in the entire pool area. Food and alcohol are allowed in the deck area only. We ask that you drink responsibly and dispose of all refuse properly in the provided receptacles.
- Audio speakers are allowed, but must maintain a reasonable noise level and should not cause a nuisance to other pool users.
- Upon entering the pool, everyone must shower. Please remember pool area does not have shower facilities.
- 11. Patio furniture that is property of Harbor House Condominiums may not leave the pool area at any time.

- 12. All children under 16 years of age must be accompanied by a parent or legal guardian at all times when in the pool area.
- 13. No children under 3 years of age may be in the pool without swim diapers
- 14. No animals allowed in pool or deck area.
- 15. The management reserves all rights to remove and/or refuse admittance to any person that they feel are disregarding the rules. These rules are for all our tenant's safety and will be enforced. All residents' cooperation will create a safe and fun summer for everyone here at harbor house.
- 16. These rules and regulations are subject to change without notice.
- 17. Residents are allowed four (4) guests per unit.
- 18. Replacement of key fob is \$35.00. Every unit is allowed to have 2 fobs at one time.
- 19. Clubhouse and pool entry are under video surveillance.
- 20. Doors are not allowed to be propped open.

Fitness Center Rules & Regulations:

- 1. Individuals using the Fitness Center will be required to wear appropriate clothing for hygienic and safety reasons, and for the courtesy of the other members.
- 2. Shorts, T-shirts, or Sweats will be worn at all times.
- 3. No street shoes, spikes, cleats, bare feet or open-toe/unlaced footwear are permitted.
- 4. The fitness center is for residents only. All guests must be accompanied by a resident at all times.
- 5. Persons under the age of 18 must be accompanied by an adult or legal guardian.
- 6. Individuals are expected to use all equipment properly.
- Use Equipment correctly; use collars and spotter(s) on free weight exercises; use proper form; and never sacrifice technique for weight.
- 8. Abusing the equipment will only lead to breakage and down time. The money and the time that it takes to replace or repair equipment will be a loss for every member of the property.
- 9. Please report any broken equipment to the office immediately.
- 10. Take pride in the Fitness Center and keep it in order!
- 11. It is each individual's responsibility to pick up after him/herself.
- 12. Keep equipment in its proper location (do not rearrange or remove). Strip bars, rack weights correctly and replace all items when done. Equipment is to be kept off the floor and properly racked when not in use.
- 13. Entrance door to the Fitness Center is to be kept closed at all times. Do not prop open the door for any reason.
- 14. Food, open beverage containers, glass or tobacco of any kind are not permitted in the Fitness Center.

WHIRPOOL RULES AND REGULATIONS

- 1. Elderly persons, pregnant women, infants and those with health issues that require medical care should consult a physician before entering a spa or hot tub.
- 2. No lifeguard on duty.
- 3. No diving or jumping.
- 4. No animals allowed in the whirlpool or on the deck.
- 5. No food or drink allowed in the spa area.
- 6. Anyone under the age of 16 must be accompanied by an adult.
- 7. Bathing load is 5 people maximum.
- 8. Maximum temperature is 105 degrees f (40 degrees c).
- 9. Long exposure may result in dizziness, nausea or fainting.
- 10. Do not use alone.
- 11. Hot water immersion while under the influence of alcohol, drugs, narcotics, or medicines may lead to serious consequences and is not recommended.
- 12. Spa hours are 10:00am-10:00pm, 7 days a week.

- 13. It's prohibited to wear any sort of body lotion in the hot tub.
- 14. It's prohibited to enter or leave the hot tub through the doors from the pool. Those are emergency exits from the hot tub ONLY. Doors cannot be propped open.

I have read this document and understand it. I further understand that by signing this release, I voluntarily surrender certain legal rights. Key fobs will be turned off to any unit found in violation of these rules until further notice from the board of directors. The management assumes no liability for injuries or accidents that may occur. Use equipment at own risk.

	Resident Signature	Date	Address		
	Resident Signature	Date			
Dii	rectors of the Harbor He	ouse Condominiu	ms, Inc., Madison, Wisco	y adopted by the Board of onsin as evidenced by the s of the 12th day of July, 2	
		Ron Fleckma		Date	/ ₂
			ew Down	ch 11211	21
		Matt Stemri	ch - Director	Date	
		Daniel McCli	uskey - Director	7/2//2 Date	1
		Elizabeth Kre	Wherehy enzelok - Director	1/21/21 Date	

Molly Rae - Director

Date

7/21/21

Amendment to Rules and Regulations - Fine System

Dated January 11, 2022

Penalties for Violation of Rules and Regulations

The following penalties shall be assessed against violators of the Rules and Regulations. Adherence to the rules benefits all owners and their home values. Owners and residents are reminded that they shall be responsible for the actions of their minor children, guests and tenants and can be assessed penalties as described below.

First Complaint: A NOTICE OF VIOLATION of Rules and Regulations shall be sent by the Board through its managing agent (property manager) informing the violator that a complaint has been registered against them and specifying the reason(s) for the complaint. The Board shall ask the violator to use common courtesy regarding their neighbors and fellow residents. If the violator is a tenant, the original NOTICE OF VIOLATION will be sent to the owner of the unit and the violating tenant will receive a copy. The violator/owner will be given 48 hours from the issuance of the NOTICE OF VIOLATION to cure/remedy the violation. If not cured/remedied within the 48 hours, a \$50 fine will be assessed against the violator/owner.

Second Complaint: A NOTICE OF VIOLATION of the Rules and Regulations is sent by the Board through its managing agent (property manager) to the violator. Upon issuance of a second complaint the violation shall be assessed a fine of \$100. The assessment is made against the unit and failure to pay said fine within thirty (30) days will result in a lien being attached to the unit of the violator.

Subsequent Complaints: A NOTICE OF VIOLATION of the Rules and Regulations is sent by the Board through its managing agent (property manager) to the violator. Subsequent complaints pertaining to the same violation will result in increasing fines at a rate of \$50 per violation so that a second violation will result in a \$150 assessment and a third violation will result in a \$200 assessment.

The issuance of the NOTICE OF VIOLATION to the violator identified in the complaint is at the discretion of the Board. If the NOTICE OF VIOLATION is not issued, the complainant is so informed within seventy two (72) hours of registering the complaint. The complainant may then appeal this decision to the Board.

The issuance of a NOTICE OF VIOLATION which included the assessment of a fine must be approved in writing, to include electronic notice, by the Board through its managing agent (property manager) and must be accompanied by a bill for the said fine.

The grievance procedure is as follows: You may appeal the fine for violation of the Rules and Regulations by contacting the Board within five (5) days of the NOTICE OF VIOLATION and arranging to meet with the Board. The written appeal may be delivered to the Harbor House Office drop box at 802 Harbor House Dr., by U.S. Mail to 802 Harbor House Dr., or by email to Harborhouseboard@googlegroups.com.

The Board may consider additional actions against owners who have leases with tenants who are habitual violators.

In cases where assessment of fines or other action(s) do not adequately resolve the matter, the Board may authorize the property manager to take such steps as may be necessary to affect an appropriate end result. The property owner will be advised if this remedy is considered.

No waiver of any rule or regulation shall be implied from the Board not taking action in case of violation even if such violation persists or is repeated. The invalidity performance or unenforceability of any rule or regulation shall not affect or impair any other rules and regulations. The laws of the State of Wisconsin shall govern the validity, performance and enforcement of the Rules and Regulations. The necessary grammatical changes required making the Rules and Regulations apply to individuals, single or plural, males or females, corporations or partnerships shall be assumed as though expressed.

IN WITNESS WHEREOF, this Amendment to Rules and Regulations – Fine System has been duly adopted by the Board of Directors of the Harbor House Condominiums, Inc., Madison, Wisconsin as evidenced by the signature of all of the members of the Board of Directors hereto, as of the 17th

Eugene Lillge - Director

Date

Mountain Director

Date

Mat Stemrick - Director

Date

Mountain Director

Mat Stemrick - Director

Date

Commission expires

Molly Rae - Director

Date

Molly Rae - Director

Date