SLEEPY HOLLOW CONDOMINIUMS MADISON, WISCONSIN

RULES AND REGULATIONS (January 1, 2019)

WHEREAS, Article VIII of the Declaration of Condominium and Article 3.16(1) of the By-Laws for the Sleepy Hollow 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 Sleepy Hollow 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 Sleepy Hollow Condominiums of Madison;

NOW, THEREFORE, the following Rules and Regulations are hereby adopted and established for and on behalf of Sleepy Hollow 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 for general storage and parking operable automobiles, motorcycles, campers, trailers, vans, pick-up trucks, recreational vehicles, and other types of non-passenger vehicles and accessories, including boats and snowmobiles. 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 non-passenger 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 of 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.
- The Association maintains property insurance on the Owner's Insurance. 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 th0se 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. 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. The Association is hereby expressly deemed to be a third party beneficiary of any such lease; and any violation of the Declaration, By-Laws or rules and regulations shall be deemed a default under such lease entitling the Association to exercise any and all remedies under the lease or available at law or equity, regardless of the Owners action or inaction in response to such default. 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 other 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 Owners 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.

- (b) 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.

IN WITNESS WHEREOF, these Rules and Regulations have been duly adopted by the Board of Directors of the Sleepy Hollow Condominiums, Inc., Madison, Wisconsin as evidenced by the signature of all of the members of the Board of Directors hereto, as of the 1st day of January, 2019

Susen Elmodi	
Susan Schroder	Director
Anni Contraction of the Contract	
Robert Ginter	Director
Louise Jutton	
Louise Sutton	Director
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Terry Young	Director
Dan Sheffield	Director