

HICKORY HILLS ESTATES CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

These Rules relating to the use of the Common Elements and Units of Hickory Hills Estates Condominium Association, an unincorporated association (hereinafter referred to as Association) are intended to enhance the general enjoyment of life at Hickory Hills Estates. They supplement the provisions of Wisconsin law, the Village of Lake Delton ordinances, the Declaration and Bylaws, all of which also regulate the use and enjoyment of Hickory Hills Estates. They are designed to give unit owners the greatest degree of personal freedom consistent with the rights of others. The Rules set forth below are adopted and may be amended by the Board of Directors of the Association.

A. General Use and Occupancy

1. Each of the Units shall be occupied and used for residential purposes only by the respective owners thereof, families, and guests and for no other purpose.
2. The common areas and facilities shall be used only for the purposes for which they are intended. The common areas and facilities shall not be obstructed, littered, defaced or misused in any manner.
3. No Unit Owner or occupant shall place, store or maintain objects of any kind in any stairways, walkways, grounds, or other common areas, except plants, or temporary, seasonal decorations, except in specifically designated storage areas. Common walks, park areas and other common areas and facilities shall be kept free from rubbish, debris and other unsightly materials, and shall not be obstructed, littered, defaced or misused in any manner.
4. Every Unit Owner or occupant shall at all times keep his or her Unit in a clean and sanitary condition.
5. Garbage and refuse shall be placed in closed containers or areas designated for the same by the Association.
6. Every Unit Owner or occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by either the State of Wisconsin or the Village of Lake Delton or adopted by the Association, Declaration, Bylaws or Rules and Regulations.
7. No Unit Owner shall permit any use of his or her Unit or any use of the Common Elements that will increase the cost of insurance upon the common property.

8. The use of the Unit and the undivided interest in the common areas and facilities appurtenant to such Unit shall be consistent with existing law and the Declaration of Condominium and the Association's Bylaws.

9. Unit Owners shall not use or permit the use of their premises in any manner which would be disturbing or a nuisance to other owners or occupants, or in such ways as to be injurious to the reputation of Hickory Hills Estates or the Association.

10. A Unit Owner or occupant shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls on any improvement on his or her Unit, and no sign, awning, shutter or television or radio antenna shall be affixed to or placed on the exterior walls or roof, or any part thereof, without the prior consent of the Association.

11. Signs, advertisements, notices or other lettering exhibited on any Unit shall be undertaken only with the prior written consent of the Association. The right is reserved, however, by the Declarant or its agent or agents, to place "For Sale," or "For Rent" signs on any unsold or unoccupied Units.

12. Unit Owners shall not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement without first obtaining, in every such case, the consent of seventy-five percent (75%) in interest, of all the Unit Owners.

13. The Association shall have the right of access to any Unit in order to make any emergency repair which is necessary to protect any common areas or common element or any contiguous Unit. Unless impossible or impracticable, a twenty-four (24) hour advance notice of any entry shall be given to the Unit Owner or occupant.

14. The Association may retain a passkey to the premises on all Units. No Unit Owner shall alter any lock or install a new lock on any door of the premises without written consent of the Association or the Association's agent. In case such consent is given, the Unit Owner shall provide the Association with an additional key for the use of the Association pursuant to its right of access to the demised premises as provided in the Bylaws.

B. Parking, Vehicles, Sports Equipment

1. The private driveway on each Unit has space for parking two (2) vehicles. If Unit Owner devotes part of such driveway area to other purposes, Unit Owner will have to park vehicles in designated off-street parking areas, or limit vehicles to only the space available on Unit Owner's driveway. If the off-street parking areas within the park are filled, Unit Owner will have to find space elsewhere for parking such additional vehicles. No vehicles shall be parked on any lawns or on the travel portion of any park road, nor shall any vehicle be parked in any manner so as to interfere with snow removal from the main park roads, or with the moving of a home to or from Hickory Hills Estates.

2. Unit Owner and guests, shall drive in and out of Hickory Hills Estates in a careful and prudent manner observing all standard rules of the road at all times, and operate any vehicle in a careful and prudent manner. The speed limit is 15 miles per hour on all roads, all of which are privately owned by the Association, and this speed limit must be obeyed by all persons at all times. Unit Owner shall be responsible for informing guests of such speed limit.
3. When driving on the roads within Hickory Hills Estates, please keep to the right side of the road and avoid cutting the corner over to the left side.
4. No snowmobiles, motorcycles, motor-bikes, go-carts, all-terrain vehicles, skate-boards or roller-blades are allowed. No person under the age of 18 years shall operate a golf cart on the roads, unless accompanied by the adult owner of such golf cart who must be a Unit Owner. The operator must use hand signals for all changes in the path of travel, stop at all intersections, travel only on the extreme right side of the road at all times. Golf carts are not permitted to be driven upon public highways and if you are stopped by a police officer for doing so, you could be subject to a fine. Standard rules of the road should likewise be obeyed by the operator of a bicycle or golf cart. The owner of a golf cart should check with his, her or their insurance company to be sure there is liability coverage on the golf cart in the event of an accident.
5. No discharge of any guns, fireworks, bows and arrows or sling-shots will be permitted.
6.
 - a. Parking: Only two (2) cars are allowed for each Unit.
 - b. No on-street parking is permitted. All vehicles must be parked in approved parking spaces.
 - c. The speed limit in the park is 15 mph at all times for all persons including guests.
 - d. No unlicensed or non-operating vehicles are permitted.
 - e. No semi-trailers are permitted.
 - f. Working on, repairing or overhauling and changing of oil is not permitted on the roads but is permitted on the paved areas of an Owner's Unit only if appropriate safeguards are employed to prevent oil, fuel or other pollutants from spilling onto the ground. Safety measures shall also be employed to prevent accidental injury to others. This includes not leaving any vehicle under repair unattended. In no case may a vehicle remain for more than 24 hours on a road or Unit or preceding, during or awaiting repairs if it is incapable of movement under its own power.

C. Pets

1. No pets, including pets belonging to guests, are allowed in the park except with the prior consent of the Association, all of which must be small pets. If such consent is granted, the pet belonging to a Unit Owner must be kept on a leash at all times when not confined to Unit Owner's home. No pet may be tied outside or left in an outside pen or enclosure, and must be confined to Unit Owner's home except when being exercised on a leash. No Unit Owner who requires a "guide dog" because of physical disability or impairment shall be denied having such a guide dog on Unit Owner's premises, the same to be subject, however, to the same rules and regulations as other pets permitted to be kept by Unit Owners such as being kept on a leash, confined to the Unit Owner's home, picking up of dog droppings, etc.

2. When a pet is being exercised on a leash, its eliminations must be picked up immediately by the person exercising such pet for disposal by Unit Owner. This includes eliminations made on Unit Owner's own lot as well as those made elsewhere in the park premises. Numerous complaints about Unit Owners permitting their dog to eliminate on the lawn or driveway of another Unit Owner and permitting the same to remain for the other Unit Owner to remove are a problem in many parks. Violations by Unit Owner pet-owners may result in their permission to have such a dog to be rescinded.

3. If a pet owned by a guest of a Unit Owner is permitted by the Association to be brought into the park, the guest's pet must be kept in the home of the Unit Owner except when walking on a leash on Unit Owner's lot for purposes of elimination only. Thereafter it must be returned to the home of the Unit Owner until it is taken from the park by the guest.

4. Noisy or unruly pets, or those that cause complaints from other Unit Owners, will not be allowed to remain in the park no matter how long a Unit Owner has owned such pet, and the same must be removed from the park premises immediately upon Unit Owner receiving such notification from the Association. Under no circumstances will any Unit Owner be permitted to have more than two pets and then only under the condition that Unit Owner has owned both of such pets of a considerable period of time before moving to the park.

5. Unit Owners must apply for and receive a license for their pet from the Village and be current on vaccinations.

D. Manufactured Homes and Lots

1. Manufactured Homes placed into Hickory Hills Estates must comply with following building specifications.

- a. A minimum size of 1100 square feet.
- b. Each home must have either vinyl or cedar siding, or as approved by the Association.

- c. Each home must have a roof pitch of 5/12 or steeper. All roofs shall be shingle roofs.
- d. Each home will be placed on a cement full crawl space foundation or a full cement basement as the site can accommodate and with Association approval.

2. To minimize possibility of damage to park spaces and facilities any home brought into or out of Hickory Hills Estates, must be done between 9:00 a.m. and 4:00 p.m. under supervision of Association and in accordance with Association's instructions. Prior permission must be obtained from Association in order to move a home at any time, and no home may be moved on Saturday, Sunday or Holidays. No home may be removed until the owner thereof has made payment to Association of all monies due Association under the terms and these Rules and Regulations including any applicable parking fees.

3. Unit Owner is responsible for cost of connecting all utilities to Unit Owner's home such as sewer, water, gas, electric, telephone and Cable TV, all of which must be done by a licensed plumber, heating and electric contractor, or professional home set-up persons. Unit Owner shall install a frost-free exterior water hydrant on the home, as well as a weather-proof electric receptacle adjacent to Association's thermaline (water supply pipe), in order to connect the thermaline dip-stick heat tape to such electrical outlet. Unit Owner shall not at any time disconnect Association's heat tape from such electric receptacle or in any manner tamper with the thermaline located within the insulated box protecting the same.

4. Unit Owner shall be responsible for installation of all winterizing or frost-proofing equipment in accordance with Association's specifications not later than October 1 of each year, Unit Owner agreeing to be liable for any and all damages incurred to Association's equipment, including, but not limited to Association's underground water supply hydrant (thermaline) which is connected to Unit Owner's home, by reason of Unit Owner failing to do such winterizing or frost-proofing as herein required, or for Unit Owner's failure to promptly repair any damage resulting from Unit Owner's failure to promptly repair any damage resulting from malfunction of Unit Owner's winterizing or frost-proofing equipment. Such equipment shall not be disconnected until after May 15, thus providing protection from freezing during the period of October 1 to May 15.

- a. Any home that is used by a Unit Owner only during weekends or infrequent intervals during the period of October 1 to May 15, whose frost-proofing equipment fails or whose furnace malfunctions and results in freezing damage to not only Unit Owner's home water lines, but to Association's thermaline supplying the water to Unit Owner's home, will result in Unit Owner being liable for the cost of repairing any and all damage to Association's equipment, including, but not limited to, cost of excavating to repair or replace any broken or damaged underground and above ground water lines, thermalines or related equipment.

- b. As a courtesy service to Unit Owners wishing to have their homes winterized, the Association, at the request of the Unit Owner, will arrange for Unit Owner's home to be winterized by a licensed plumber, who will bill the Unit Owner directly for such winterizing services. Also, when Unit Owner wants the home opened up in the Spring, the Association will arrange for a licensed plumber to re-connect the water pipes, and the Wisconsin Power & Light Company to light the gas appliances and Unit Owner agrees to pay for such services and/or repairs required to have the appliances in operating condition. No charge is made by the Association for arranging for such services on behalf of Unit Owner. Unit Owner hereby agrees to hold the Association harmless from any and all liability in connection with winterizing and opening up the homes, and in arranging for the services to be done by a licensed plumber or Wisconsin Power & Light Company.
- 5.
 - a. Unit Owner is responsible for and must pay for any damages incurred to Association's sewer, water, gas and electric lines serving Unit Owner's home which are the result of negligence on the part of Unit Owner, including any damages to Association's equipment directly from fire to Unit Owner's home or otherwise.
 - b. Because of underground utilities throughout the park, no digging whatsoever is permitted unless with prior approval of Association. This includes planting flowers and shrubs, driving stakes, installing home tie downs, or building carports, additions or sheds.
- 6. Any sewer lines, above or below ground, which become clogged as a result of negligence on the part of Unit Owner, or his, her or their guest, shall be placed in working order at the expense of Unit Owner.
- 7.
 - a. All garbage, trash or debris must be placed in plastic garbage bags, securely tied, and deposited into a garbage receptacle with a locking cover, the same to remain therein until picked up by local sanitation carrier the following trash removal day. Recyclables must be separated in accordance with local recycling regulations.
 - b. No garbage bags, trash or debris shall be placed anywhere on the premises except in covered receptacles. After local sanitation carrier has removed the contents from the receptacles, Unit Owner shall promptly remove the empty receptacle to an appropriate place out of sight on Unit Owner's lot. If a Unit Owner must leave before Sunday evening, please arrange with a neighbor to set out the garbage

receptacles during the permitted time. Permitting plastic bags to be placed along Unit Owner's driveway without being in a locked cover receptacle permits dogs illegally running at large to tip over the container and spread the contents about, in which case local sanitation carrier will not pick up the scattered contents. No garbage, trash or debris shall be placed along the driveway except prior to pick-up.

c. Any and all junk mail or newspapers received by Unit Owner must not be discarded in the mailbox shelter or in the park, but must be taken by Unit Owner to his, her or their home for disposal with their other trash.

8. a. "For Sale" signs are limited to one sign per home which must be located in a window and not exceed 11 inches by 14 inches.

b. No other signs except political signs may be displayed.

E. Miscellaneous

1. Water is one of our most valuable resources and as a result we are governed by the state as to how much water may be used in the park. In an effort to conserve our water usage and to remain within the limits applied to us by the state, and thereby ensure a continued supply of the excellent water we now enjoy.

2. The roads, lanes and recreational areas in Hickory Hills Estates are private and not public thoroughfares, and the Association may, in the interest of the safety and well-being of all Unit Owners, establish or modify speed limits and rules for the use of such private facilities, and may prohibit all solicitation by sellers of goods and services within Hickory Hills Estates.

3. Paal Myklebust is full-time manager and may be contacted at all reasonable times concerning the maintenance of the park facilities owned by the Association. He may also be contacted for assistance in locating a service technician for repairs which Unit Owner may require for Unit Owner's home, such as roof coating, re-leveling of the home, etc. However, it is suggested that the Unit Owner contact a service technician directly if at all possible. A list of persons/firms which may be contacted by Unit Owner for such repairs or maintenance may be provided by the Association.