

RULES AND REGULATIONS OF THE ASSOCIATION

Pursuant to the Declaration of Covenants, Conditions and Building Restrictions for Lots 1-50 and Outlots 1-6 of the Cottages at Hidden Creek, Brown County, Wisconsin (hereinafter the "Declaration") and the Articles of Incorporation and Bylaws for the Hidden Creek Neighborhood Association, Inc. (hereinafter "Association"), the following Rules and Regulations for the Association are set forth to expand upon, supplement, and detail the information and restrictions set forth in the Declaration. These Rules and Regulations have been developed and adopted by the Board of Directors of the Association to provide an attractive and harmonious place to live and to protect the investment of Lot Owners and their guests.

ARTICLE I – GENERAL REQUIREMENTS

- 1.01 **Applicability to All Residents.** All rules and regulations shall apply to and shall be complied with by all Lot Owners of the Association, its members, and their residents, guests, invitees, and tenants within the Plat.
- 1.02 **Definitions.** All capitalized terms not defined herein shall have the definitions assigned to such terms by the Declaration of Covenants, Conditions and Building Restrictions (hereinafter "the Declaration"), and the Bylaws of the Cottages of Hidden Creek Neighborhood Association, Inc. (hereinafter "Bylaws").
- 1.03 **Amendments.** These Rules and Regulations may be amended by majority vote of the Members of the Association, but no rule or regulation may be adopted or amended to contradict the Declaration.
- 1.04 **Winter Heating.** Whether occupied or vacant, all Dwellings shall be heated to at least 50 degrees Fahrenheit.

ARTICLE II – APPEARANCE

- 2.01 **Signs.** No sign advertising any commercial or non-profit service, event, or product of any kind shall be displayed to the public view on any Dwelling except as permitted under this section and as permitted under Article V – Home Sales. No political signage is permitted that is larger than two feet by two feet. Not more than one flag no larger than three feet by five feet may be displayed and shall be hung from a properly mounted flagpole attached to the Dwelling. The Declarant reserves the right to erect signs, gates, or other entryway features at all entrances to development.
- 2.02 **Protrusions.** No awning, shutters, machines, air conditioning units, wiring for electrical or telephone installation, or other similar protrusions shall be allowed on the exterior of any Dwelling except those part of the original construction of the Dwelling or as approved by the Association.
- 2.03 **Antennae.** Satellite dishes no larger than 36 inches in diameter are permitted to be attached to rear of a Dwelling for the occupants' personal use. To the extent this restriction is permitted by applicable law, no other exterior antennas or satellite dishes shall be erected on any Dwelling or Common Property without prior written approval of the Association.
- 2.04 **Laundry.** No laundry may be hung on balconies or in windows for any reason. No clothesline or laundry poles may be erected upon any Lot or Common Property.
- 2.05 **Porches and Patios.** All porches and patios which are visible to other Dwellings or the public view shall be kept in a neat and orderly condition. No personal property shall be stored thereon except for grills, outdoor furnishings, and planters.
- 2.06 **Greenspace and Landscaping.** Lot Owners may not remove or clear landscaping or natural vegetation to the rear or side of Dwellings without prior written approval from the Association. The original landscaping

shall be maintained and replaced as minimum landscape requirements although a Lot Owner may plant additional non-invasive trees and vegetation with approval of the Association. No fences, except invisible pet fencing, is permitted on any Lot, except Lot 31. Gardens may be installed in the rear yard of any lot so long as the garden is always properly weeded and maintained and shall not exceed twelve feet by twelve feet. Any garden, landscape lighting, hedge, or planting shall be installed and maintained in such a way as to not cause injury or nuisance to other Lot Owners. Any such nuisance created shall be immediately removed upon request by the Association.

- 2.07 **Personal Property.** Except for when personal property is in actual and immediate use, nothing may be stored or placed on the lawn driveway or sidewalk that would interfere with lawn care or snow removal or interfere with travel upon any common property or public drive, trail, bridge or sidewalk. No windmills, solar panels, basketball hoops (temporary or permanently installed), swing sets, treehouse or other child play structures or pools may be erected on any Lot, except Lot 31, or mounted to any structure on the Lot, except that solar panels upon written approval by the Association may be erected upon the roof of the Lot Owner's Dwelling. No sheds, outbuildings, animal houses, runs, cages, coops or any other outside housing for animals is permitted.
- 2.08 **Decorations.** Seasonal or holiday décor shall be limited to three weeks before and one week after the holiday. Holiday lights may be installed before inclement weather but can only be turned from Thanksgiving to January 15th. Inflatable decorations are not allowed on any Lot or Common Property.

ARTICLE III – USE AND MAINTENANCE

- 3.01 **Pets.** Lot Owners may keep up to a total of two cats and/or dogs, but no pet shall be raised, bred or kept for any commercial purpose. Animals shall be carried, kept on a leash, or confined by electronic fencing when outside. Pets shall not unreasonably disturb others, including excessive barking, and shall not be left unattended in any portion of the Common Property. Owners of pets shall be liable for damage caused by their animals and are responsible for the immediate clean-up of their pet's waste. Invisible fencing may be installed by the Lot Owner at the Lot Owner's expense, provided the lawn is returned to its original condition. Lot Owner's shall be responsible for all maintenance required for the invisible fence and the perimeter of the fencing shall not extend into any adjoining Lot or Common Property. Lot Owners and pet owners shall indemnify the Association, its Board of Directors, and Declarant and hold them harmless, including court costs and attorney fees arising out of claim, loss, or liability of any kind or character whatsoever rising out of the ownership, possession or harboring of any animal.
- 3.02 **Damage to Common Property.** Damages to Common Property caused by the resident or visitors of a resident or the tenants or agents of a resident shall be the responsibility of the Lot Owner or the person causing such damages. Lot Owners may be assessed for such damages pursuant to the Bylaws.
- 3.03 **Maintenance of the Dwelling.** All Lot Owners shall promptly perform or have performed on their behalf all maintenance and repair work to the exterior or interior of the Dwelling that may adversely affect the Neighborhood. No materials may be discarded from windows, balconies, or doors of the Dwellings
- 3.04 **Maintenance of Common Property.** No materials, garbage or other refuse may be discarded into or upon the Common Property. All trash and garbage bins shall be screened from view from streets and adjacent Lots.
- 3.05 **Rentals.** No Dwelling may be rented or leased for any period, except that a Lot Owner may rent for a period of not less than 28 days to a family member or personal care assistant for the Lot Owner or family member arising out of a disability, age and infirmity while the person in need of care occupies the Dwelling. This provision shall not apply to the Declarant of the Declaration for Dwellings owned by Declarant but that are not the personal residence of the Declarant.

ARTICLE IV – VEHICLE RESTRICTIONS

- 4.01 **Vehicle Repairs.** Vehicle maintenance and repairs are allowed only within the garage of a Dwelling.
- 4.02 **Parking.** Inoperable vehicles may not be parked in any driveway or upon any Common Property. Boats, trailers, RV's, campers, all-terrain vehicles, buses, commercial service vehicle used for business purposes of the Dwelling occupants, or any other similar commercial or recreational vehicles may not be parked or stored outside for more than four (4) consecutive days and not more than twelve (12) total days during any twelve month period. Temporary or permanent storage of these vehicles must be in an enclosed garage. Vacant lots or Common Property may not be used for storage of any kind or parking of the above listed vehicles.

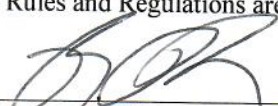
ARTICLE V – HOME SALES

- 5.01 **Real estate signs.** A Lot Owner is permitted to place one real estate sign not to exceed two feet by two feet in the front of the Dwelling that is for sale. Signage may remain only during time the property is available for purchase through the date of closing. This does not preclude the Declarant from placing additional real estate and marketing signs upon Lots or Common Property as needed to complete development of the Plat.
- 5.02 **Payment of Assessments.** Lot Owner shall make payment on due and owing Association assessments and may obtain a certificate of payment from the Association prior to closing. Requests for a certificate of payment shall be requested at least 10 days prior to closing.
- 5.03 **Disclosures.** Lot Owners shall provide new owners with a copy of the current Declaration, Articles, Bylaws and Rules and Regulations. Lot Owners shall notify the Association of the closing date and name of the new owner along with new address for purposes of Association notices. The Association shall charge a start-up fee of \$100.00 to the new member for the conversion of membership from a previous member to the new member to cover the costs associated with changing of accounts, security access points and other Association matters.

ARTICLE VI - ENFORCEMENT

- 6.01 In addition to all other remedies available to the Association or to Lot Owners under the Declaration, Bylaws or other applicable law, the Association shall have the right, following delivery of notice of a violation and expiration of any cure period that may be required under the Declaration, Bylaws, or these Rules and Regulations to impose a fine against the offending Lot Owner according to the following schedule:
- a. First offense within a twelve-month period: written notice
 - b. Second offense within a twelve-month period: \$100.00
 - c. Third offense within a twelve-month period: \$200.00
- 6.02 Fines shall be paid immediately to the Association. Any fine not paid within ten days after the billing therefore by the Association shall accrue a late charge in the amount of \$25.00 for every month the fine is not paid. The Association shall have the right to collect unpaid fines as a Special Assessment against the Lot Owner.

These Rules and Regulations are signed and promulgated this 24th day of Sept, 2020.



Ryan Radue, President of the Association