

**SANDHILL HOMES
CONDOMINIUM ASSOCIATION, INC.**

ADMINISTRATIVE RULES AND REGULATIONS

The following administrative rules and regulations are adopted by Sandhill Homes Condominium Association, Inc. (hereinafter "Association") for the purpose of assuring that the Condominium shall be operated in an efficient and orderly manner so as to create a pleasant living environment for all Condominium Unit Owners. In furtherance of this purpose, all Unit Owners shall have an affirmative duty to maintain all property of the Condominium in a neat and orderly condition and shall abide by the following rules and regulations that may be amended by the Association:

Section I. General Rules

Under the broad guidelines and authority of the Declaration and By-Laws, the following rules and regulations apply to the use of the Condominium:

1. **Prohibited Activities**: No one shall bring to or maintain at the Condominium any product or material, or engage in any activity at the Condominium, which is dangerous or harmful to person or property, would increase insurance rates on the condominium property, which is offensive, which constitutes a nuisance or unreasonably interferes with the use and enjoyment of the Condominium by others, or which conflicts with the proper exercise of the control and authority vested in the Association, its Board of Directors and other Unit Owners and residents.
2. **Use Restriction**: No one shall use any part of the Condominium or any facility provided by it for any purpose other than that for which it was designed.
3. **Solicitations**: There may be no solicitation for the sale of goods or services or for donations at the Condominium unless approval has been given by the Association's Board of Directors.

Section II. Units, Limited Common Elements

1. **Heating**: All Units, whether occupied or vacant, shall be heated to a minimum of 60°F during winter months.
2. **Structural Elements**: Any use shall not damage or interfere with the operation of the common structural or mechanical elements.

3. **Attachments Prohibited**: Except as permitted pursuant to the Declaration, no sign (including signs advertising home occupations), symbol, antenna, awning, shutter, outside light, air conditioning or other machine, cable or wiring, or similar item may be set on or attached to any Unit or Common Element or visible from outside the Unit without the approval of the Association's Board of Directors. Nothing shall be projected out of any window without such consent.

4. **Right of Access**: The Association shall have the right of access to any Unit to make emergency repairs necessary to protect the Common Elements or other Units.

5. **Unit Decks**:

A. Owners have the exclusive right to use the decks or patios adjacent to their Unit, including the placement of normal patio-type furniture.

B. Owners are obligated to clean the decks and patios.

C. Alterations, changes or additions and permanently affixing items to the decks are forbidden without specific written approval by the Board of Directors.

D. Only covered "Weber-type" grills or gas grills may be used for cooking on the decks.

E. Shaking rugs and mops from the decks or drying or hanging items from the decks is prohibited. Dropping or throwing anything from the decks, except for snow, is prohibited.

6. **Windows, Window Coverings, Clotheslines**: The hanging of garments, rugs, and similar articles from the windows or from any other facades of the Condominium property shall not be allowed. No exterior clotheslines shall be permitted. No sheets shall be used for window coverings unless on a temporary basis for a reasonable period of time while awaiting the delivery of ordered draperies or curtains.

7. **Noise**: Unit Owners shall exercise extreme care in using musical instruments, radios, televisions, and amplifiers, and in their general conduct, so as not to disturb other Unit Owners and residents.

8. **Owner Occupancy**: All Units shall be occupied and used by their respective Owners only as private dwellings for such Owners, and for their families, tenants,

and social guests, and for no other purpose whatsoever, except for home occupations permitted by local zoning.

9. **Rental Requirements**: No portion of a Unit other than the entire Unit may be rented, and no Unit may be rented for hotel or transient purposes. All leases must be in writing, with a copy supplied to the Association. All leases shall be terms and provisions set forth in the Declaration for Sandhill Homes. No Unit Owner may lease a Unit for more than one (1)-year out of a three (3)-year period except for exigent circumstances as may be approved by the Association Board of Directors.

10. **Prompt Maintenance and Repair**: Each Unit Owner shall promptly perform or shall have promptly performed, all maintenance and repair work within his or her own Unit which work, if omitted, would adversely affect any Common Elements or Limited Common Elements, any portion of the Condominium property belonging to other Unit Owners, or the Condominium property as a whole, and each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

11. **Passkeys, Locks**: The Association shall have the right to request and retain a passkey to each Condominium Unit. No Unit Owner shall alter any lock or install a new lock on any door of the Condominium without the prior written consent of the Association. In the event such consent is given, the Unit Owner shall provide the Association with an additional key for use by the Association pursuant to its rights of access to the Units.

12. **Garage Doors**: Garage doors shall remain closed at all times except for ingress and egress purposes.

13. **Trash**: All Unit Owners shall collect all Unit trash and deposit same at the private street curb as required by Home Owners Association. Trash, recyclables, or other items meant for disposal may not be placed at curbside prior to sundown the evening before scheduled pick-up. Trash cans and recycling containers must be promptly removed from the curb on the same day as pick up. Trash and recyclables should not be put out early unless compelling circumstances require it. Trash and recyclables should only be placed at the curb in front of the Unit Owner's residence. They should not be placed in front of other residences or in Common Areas. Trash and recyclables should be bundled properly so as not to scatter throughout the neighborhood. Homeowners are responsible for any trash spread by animals, weather, or guests. Failure to clean-up all debris immediately can result in the homeowner being billed for the pick-up of items.

Section III. Common Elements

1. **Invasive Easement**: Unit Owners are granted an invasive easement into the Common Element walls and ceilings of their Units for purposes of hanging or suspending pictures, ceiling fans, mirrors, plants and similar items of interior decoration; provided the exercise of this easement does no structural damage and does not interfere with the reasonable use of the Common Elements or Units of the Condominium by others authorized to use them; further provided no bolt, hanger or other similar device having a rated capacity of supporting over 20 pounds may be used without the approval of the Association's Board of Directors; and further provided the Unit Owner or the Owner's successor in title shall be responsible for the repair, to the satisfaction of the Association, of any damage to the Common Elements resulting from the exercise or termination of the exercise of this easement. Ceiling fans exceeding 20 pounds may be hung only in areas that support such weight so designated by the Association.
2. **No Damage or Interference**: No use shall damage or interfere with the operation or maintenance of the Common Elements or unreasonably interfere with Owners' permitted use of them.
3. **No Obstructions**: The Common Elements, to include but not be limited to, the sidewalks, entrances, passageways, and driveways shall not be obstructed or encumbered or used for any purpose other than their normal accepted use. Personal property items, to include but not be limited to, bicycles, tools, and toys which are not in use shall not be allowed on the Common Elements and Limited Common Elements during the evening hours, specifically after sunset and before sunrise; provided, however, this prohibition shall not apply to well maintained lawn furniture and portable barbecue grills placed on the patios or fixed play equipment on Limited Common Elements lawn area. All not fixed personal property shall be removed from the Common Elements as necessary for lawn, shrub and tree maintenance and for snow removal.
4. **Responsibility for Damage**: All damage to Common Elements or Limited Common Elements caused by the moving or carrying of articles thereon or caused by any other action shall be the responsibility of, and shall be paid for by, the Owner or person causing such damage.
5. **Disposal of Material**: Unit Owners shall be prohibited from discarding any dirt or materials from the windows, balconies, or doors of the Units and shall be prohibited from discarding any dirt or materials into the Common Elements and Limited Common Elements.

6. **Watering**: Pursuant to Section 21.01 of the Declaration, the Association may use water from an outside faucet billed to a Unit Owner's water meter to provide water for the maintenance of exterior Common Elements (lawn, shrubs and trees) adjacent to and in the vicinity of the Unit Owner's Unit.

7. **Tree and Shrub Maintenance**: The Association is responsible to maintain trees and shrubs located on the Common Element.

Section IV. Vehicles, Parking, Driveways and Walks

1. **Limited Space**: Given the very limited number of parking spaces at the Sandhill Condominium, residents are encouraged to park their vehicles in the garages first and driveways (if any) second, so that the remaining parking spaces on the street are available for visitors and guests. Residents should only park their vehicles in the street spaces if absolutely necessary. The SHCA Board of Directors will consider regular, daily, or frequent parking in the street spaces to be a violation of this parking rule, especially if there is garage or driveway space available.

2. **Parking Restrictions**:

A. **General Restrictions**: Except for the marked spaces near Unit 1610, Street parking is prohibited on the west side of Pondview Court. In no case should vehicles be parked in a manner that would block mailboxes or the posted Fire Department turnaround. Unit Owners shall not park, nor shall they permit their families, guests, or tenants to park, in the parking areas of other Unit Owners, or in such manner as to prevent ready access to the parking areas of other Unit Owners. Unit Owners shall not be permitted to permanently park or to park for extended periods of time their motor vehicles on any space other than the garage and the Limited Common Elements parking space, if any, appurtenant to the individual Units.

B. **Wrecked or Abandoned Vehicles**: No wrecked motor vehicles or motor vehicles without current registration/license plates or abandoned or non-operating motor vehicles may be parked on the Common Elements.

C. **Repair and Maintenance Work**: Repair work and maintenance work on motor vehicles on the common areas, including limited common areas, is prohibited, except emergency repair work to start a vehicle and the washing and polishing of vehicles.

3. **Service and Recreational Vehicles:**

A. **Service Vehicles:** Parking of service vehicles owned or operated by Unit Owners or residents shall be prohibited unless such vehicles are kept in the garages provided, if any.

B. **Recreational Vehicles:** Storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles shall be prohibited unless such vehicles are kept in the garages provided, if any. These provisions shall not prohibit temporary storage of such vehicles for the purpose of loading or unloading. Temporary waiver of these prohibitions may be obtained from the Association Board of Directors, which waiver or denial thereof shall be in its sole discretion.

4. **Penalties for Violations:** Improperly parked vehicles shall be subject to removal at their owner's expense. The Board of Directors may levy fines of up to \$100.00 per day for parking violations. Parking restrictions involving the posted Fire Department turnaround are enforced by the City of Middleton, and violators may be issued citations by the Middleton Police Department and/or the Middleton Fire District.

Section V. Pets

1. **General Restrictions:** Subject to the following, only animals as hereinafter set forth shall be allowed in each building and only if such animal(s) does (do) not unreasonably disturb the other residents: two (2) birds in a cage, two (2) cats, and one (1) dog not to exceed twenty-five (25) pounds when grown. Owners of such animal(s) shall abide by all applicable ordinances and regulations and shall be responsible for any inconvenience or damage caused by such animals. All such animals must be housed in their respective Owner's Unit and may not be housed, kenneled, or in any way kept on the Common Elements or Limited Common Elements. Furthermore, the Owner of any such animal shall be responsible for the prompt removal of his or her animal's excrement from the Common Elements or Limited Common Elements. No pet shall be permitted upon any part of the Common Elements except on a leash and accompanied by a Unit Owner or Unit Owner's guest or invitee. The feeding of wild animals is not permitted.

2. **Responsibility For Damage:** Each Owner of a pet shall assume full responsibility for personal injuries or property damage caused by such pet and shall be responsible to defend, indemnify and hold harmless the Association, its Board of Directors, the Manager and Unit Owners and occupants of the various Units against loss, claim or disability of any kind or character arising from or growing out of any act of such pet, including reasonable attorney's fees.

3. **Penalties:** Any Unit Owner or occupant who violates this Section V shall be required to pay a monetary liquidated damage in an additional amount equal to twice the monthly Common Area assessment for the Owner's Unit for each month in which the violation occurs. In addition, any Unit Owner who violates this covenant shall be subject to all legal remedies available to the Association, its Board of Directors, and all other Unit Owners, as provided in the Declaration, in the By-Laws of the Association and applicable law.

Section VI. Landscape Policy

1. **Purpose:** The purpose of this Landscape Policy is:

A. To maintain and enhance the natural, subtle beauty of the Sandhill Condominium outdoor Common and Limited Common areas.

B. To minimize the short and long term maintenance costs of the landscape and related building impacts.

C. To ensure the enjoyment of all Owners.

2. **Responsibility, Enforcement:**

A. Sandhill Homes Condominium Association (SHCA), acting through the Board of Directors, is responsible for the maintenance, repair, and replacement of the Common Elements, including those Limited Common Elements appearing in front of, to the side and to the rear of each Unit except as noted in the Condominium Declaration as regarding watering responsibilities.

B. The SHCA, acting through the Board of Directors, will enforce this policy consistent with the enforcement of all violations of the By-Laws and the Association's Rules.

3. **Flowers, Pots, Boxes, Flower Bags, and Shepard Crooks with Hanging Flowers:**

A. It is acceptable to plant small flowers or plants (less than three (3) feet in height upon maturity) within the previously established planting areas, or locate pots or boxes on porches, decks, aprons in front of garages or along entries. This includes the stone or mulched landscaped areas adjacent to the Owners' Units. This may be done without prior approval of the Board of Directors.

B. Container colors should blend into the natural condominium color scheme. Containers (when not in use) and dead plants should be removed.

C. Plants, decorative items, or flowers may not be placed or planted at the base of trees located on Common Elements without prior approval of the Board of Directors.

D. Neither trellises nor vine-type plants are permitted without prior approval of the Board of Directors.

E. Only natural flowers are acceptable; artificial plants and flowers are not.

F. No holes may be drilled or cut into buildings, posts, railings, etc. in order to maximize the long term viability of these facilities.

G. Unit Owners must maintain any and all areas where they have planted or landscaped in clean repair and condition.

H. It is acceptable, with approval of the Board of Directors, to locate free standing bird feeders and bird baths in mulched or graveled areas. The owner is responsible for the clean up of dropped seeds and sprouting seeds. Waste may not fall on grass areas as it will kill grass.

I. Landscape edging may not be added or removed except upon the approval of the Board.

J. None of the above landscaping by Owners may interfere with maintenance of the Common and Limited Common areas as performed by the organization hired by the Board of Directors.

4. **Flags and Other Decor:**

A. One flag may be displayed at a Unit.

B. It is acceptable to fly flags or banners on flag staffs only. Flags are to be limited to U.S. flags flown appropriately and the occasional game day flag. There should be no permanent flagpoles. Flags may be flown from a temporary flagpole in-ground bracket that is inserted in the Limited Common Area landscape bed near the front of the unit. The height of the temporary flagpole cannot exceed 10 feet.

C. Unit Owners may not locate any lawn ornaments of any type such as windmills, plastic statues, etc., except upon the approval of the Board.

D. Wind chimes are allowed only with prior Board approval and only if hung in way as to not annoy neighbors.

E. Decor, including but not limited to wreathes, must be hung so the exteriors of the Units or the Common Elements are not punctured or damaged in any way. Pounding nails or placing screws into the siding is prohibited.

5. **Holiday Decorations:**

A. Decorations are intended to be subtle and natural-looking in context.

B. It is acceptable to hang lights, wreaths, and garland in the entry areas, deck railings, patio areas, and in other Limited Common Areas if it is done in such a way that it does not do any damage to the building or plants. No holes may be drilled or cut into the buildings, posts, railings, etc. in order to maximize the long term viability of these facilities.

C. Decorations may not be placed on Common Elements. However, it is acceptable to hang lights on trees in Common Areas.

D. No flashing or “moving lights” are acceptable.

E. Decorations on outdoor Common and Limited Common areas may be displayed no longer than three (3) weeks prior to and two (2) weeks after the holiday.

F. If an Owner has a special occasion for which some additional decoration of their Unit is desired (weddings, births, etc.) these special occasion decorations may be displayed no more than one day.

6. **Special Landscape Changes:**

A. Unit Owners may not remove any shrub, tree, flower or other planting provided by the Association on the Common Elements without prior Board approval.

B. Unit Owners may not increase, decrease, or modify the size of any mulch or gravel bed, or other bed adjacent to their Unit without approval of the Board of Directors.

C. Preliminary approval for proposed changes to the original landscape plan will be considered by providing a written request to the Board of Directors for review and providing a written response to any questions posed by the Board.

- i. The Proposer will submit to the Board of Directors the name of the Company planned to do the installation.
- ii. The proposed changes may not violate covenants, conditions, restrictions, easements, or agreements with the City of Middleton.
- iii. All capital costs must be borne by the Proposer, including the cost of any required review by the City.
- iv. Installation will require the landscape immediately adjacent to be finished in a manner consistent with other installed items of a like kind, such as edging, bark, etc.
- v. The proposed changes cannot disturb existing drainage.
- vi. The proposed changes cannot impact any building structure or utility. Trees and shrubs that get large may not be planted within fifteen (15) feet of a structure or utility.
- vii. Items cannot dominate the display of the original landscape.
- viii. Items will not interfere with or alter the existing and future lawn and maintenance contracts.
- ix. Items will not adversely impact the views of neighbors.
- x. Items are not allowed to increase the cost of insurance coverage.

Section VII. Signs

1. **Sign Restriction**: Except for Condominium Association identification signs, traffic control signs, building address signs, and except as noted below with respect to “For Sale” signs and election or campaign signs, no signs, advertisement, notice, or other lettering shall be exhibited on any portion of any Unit or on any other portion of the Condominium property.

A. **For Sale Signs**: Homeowners may post one (1) “For Sale” sign, not to exceed four (4) square feet in size, in a window of their Unit or in the gravel or mulched area immediately adjacent to their Unit. “For Sale” signs may not be posted anywhere else on the Condominium property. Homeowners may also display “Open House” signs in front of their Unit on the day an “Open

House” occurs. Such signs shall be promptly removed at the conclusion of the “Open House.”

B. **Election or Campaign Signs**: Homeowners shall have the right to post election or campaign signs, not to exceed four (4) square feet in size, in a window of their Unit or on their Limited Common Element. Such signs may not be posted sooner than forty-five (45) days before an election and must be removed no later than five (5) days after an election.

Section IX. Miscellaneous

1. **Applicability of Rules**: Except as otherwise expressly provided, these rules and regulations and the provisions of the Declaration and Association Articles and By-Laws apply to all persons who own Units at the Condominium or make any use of it.

2. **Responsibility for Compliance**: Unit Owners are responsible for compliance with these Rules and Regulations by all persons (family, guests, visitors, tenants and invitees) using the Condominium with their permission or at their invitation and further are responsible for any damage done by such persons to the Common Elements or other Owners’ Units.

3. **Personal Property**: Neither the Board, the Association nor the Manager is responsible for personal property left in cars on the premises.

4. **Use of Condominium Property**: No immoral, improper, offensive, or unlawful use shall be made of the Condominium property or any part thereof, and each Unit Owner at his or her own expense shall comply with, perform, and fully satisfy all city, state, and federal laws, statutes, ordinances, regulations, orders, or requirements applicable to his or her Unit.

5. **Association Not Liable**: The Association shall not be liable for any loss or damage of or to property placed in any Unit or in the Limited Common Elements and Common Element.

Section X. Satellite Dishes

1. **Board Approval Required**: A Unit Owner who wishes to install a satellite dish must notify the Board of Directors through its property Manager prior to the installation of such equipment.

2. **Installation Process**: The Unit Owner should meet with the dish installer and determine three (3) acceptable sites for installation, which should be designated

sites #1 through #3 in order of preference for the installation. The designated sites should then be provided to the property Manager for review and approval by the Board of Directors.

3. **Responsibility for Damage:** All damage incurred as a result of the installation, repair, or removal of a satellite dish shall be the responsibility of the current Unit Owner(s) as well as all subsequent unit owners, including but not limited to, damage to the roof, siding, or any other portion of the Unit as well as any damage to the turf or landscaping.

4. **Waiver:** A Unit Owner who installs a satellite dish must sign the waiver set forth below and must provide a copy of said waiver to any subsequent owner of that Unit.

I/We _____,
as Owner(s) of Unit _____ in the Sandhill Homes Condominium Association want to install a satellite dish. I/We will be responsible for any and all costs or damage which may arise from the installation, use and removal of a dish. Further, I/We will be responsible for any damages caused by natural disaster, wind, rain, etc. Finally, I/We understand that this waiver must be passed on to any and all subsequent Unit Owners, so they understand their financial obligations for the installation of a dish.

Signed Applicant(s) _____ Date _____
_____ Date _____

Approved,
SHCA Board of Directors

_____ Date _____

Section XI. Complaint Procedure

1. If any resident believes that any of these Administrative Rules and Regulations have been violated, he/she may file a complaint with the Board of Directors.
2. All complaints must be in writing, must set forth the details of the alleged violation, and must be signed by the resident filing the complaint.

3. The Board of Directors will investigate all complaints and will inform the parties to such complaints in writing of its decision. If the Board finds that any of these Administrative Rules and Regulations have been violated, it may order such corrective action as it deems appropriate, consistent with the Condominium Declaration, By-Laws, and Rules and Regulations.

This document includes changes approved by the SHCA membership on August 24, 2009 and at the SCHA Annual Meeting on October 13, 2010.

Prepared 3/27/13