

SAWGRASS CONDOMINIUM HOMES AT PRARIE OAKS

RULES AND REGULATIONS

Revised and updated December 2011

Revisions and updates made in April 2010, October 2010, and December 2011 *italicized*

These are the Rules and Regulations for Sawgrass Condominium Homes at Prairie Oaks. If there is a conflict between these Rules and Regulations and the Declaration or any amendment thereto (collectively, the "Declaration"), the Declaration shall control. These Rules and Regulations may only be amended or modified upon the affirmative vote of the Unit Owners owning 67% of the Common Elements as set forth on Exhibit C of the Declaration of Condominium.

A. General Use and Occupancy

1. Each of the Units shall be occupied and used only as a residence by the respective owners thereof, their tenants (subject to the Declaration of Condominium), families, invitees 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, except in specifically designated storage areas, place, store or maintain objects of any kind in the, balconies, driveway, patios, walkways, grounds, or other Common or Limited Commons Areas. This rule shall not preclude a Unit Owner from placing furniture and other customary balcony fixtures on their respective balcony or patio.
4. Every Unit Owner or occupant shall at all times keep his, her or its Unit in a clean and sanitary condition.
5. Every Unit Owner or occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by either the State of Wisconsin or by the City of Verona or adopted by the Association.
6. 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 Sawgrass Condominiums at Prairie Oaks and the Association's Bylaws.
7. 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.

8. Common walks, parking 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.
9. No outdoor clothes lines may be erected and nothing shall be hung or exposed on any part of the common areas and facilities; and no bed sheets shall be hung and used as window coverings.
10. Each Unit Owner shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls of his Unit, and no sign, awning, shutter or 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. 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 or hereditament without first obtaining, in every such case, the consent of the Unit Owners owning 67% of the Common Elements as set forth on Exhibit C of the Declaration of Condominium.
12. No Unit Owner or occupant may alter, change or remove any furniture, furnishings or equipment from the common areas or facilities.
13. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement to the common areas and facilities rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees.
14. Moving furniture or household effects in and out of a Unit shall be accomplished only from 8:00 AM to 8:00 PM.
15. Noise which can be heard in another Owner's Unit must be avoided. Accordingly, please maintain a reasonable sound level for all TV sets, radios, pianos, organs, stereo equipment, etc.
16. Unit Owners shall place garbage and refuse for collection in containers and areas designated by the Association on the day of collection. On all other days garbage and refuse shall be stored in the Common Garbage Room located in the basement.
17. No charcoal or gas grills are permitted on any balcony or porch. Gas grills are allowed on the concrete patios; provided all grilling is performed at least six (6) feet away from the structure.

B. Lease of Units

1. Except as provided in the Declaration, no Unit may be leased without prior approval from the Association's Board.

2. No lease agreement shall exceed six months in length. A new lease may immediately be signed following expiration of the lease before it. No Unit shall be leased for any amount of time equaling greater than three years.

C. Pets

1. Except for dogs, cats, birds and fish, no animals, reptiles, or snakes shall be permitted within the Units. The maximum number of dogs or cats permitted is two with each dog to weigh a maximum weight of one hundred (100) pounds. An exception to the weight limit is a seeing eye dog for an Owner whose vision is impaired. No Pit Bulls, Rotweilers, Chow Chows, Doberman Pinchers, or German Shepherds are permitted regardless of the dog's weight. No dog or cat may be kept, bred or maintained for commercial purposes. A permitted pet shall not be allowed at large and shall be under control of a person when outside the Unit of its Owner and the Owner shall promptly remove and dispose of any solid wastes caused by such animal. Fish tanks of less than seventy-five (75) gallons are permitted in any Unit.

2. Dogs and cats shall be carried or kept on leash at all times when not in Units.

3. The Association's Board may establish a rule prohibiting any pit bull or rotweiler dogs being kept within a Unit.

D. Architectural Control

1. No structural changes or exterior 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.

2. Owners and residents shall not be permitted to install video antennas or satellite dishes on the Common Elements without Association approval. An owner may install a dish antenna that is thirty-two (32) inches or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, subject to approval by the Association's Directors.

3. No Unit Owner or occupant shall make any additions or alterations to any common areas or facilities, nor place or maintain thereon any signs, posters or bills

whatsoever, except in accordance with such plans and specifications approved by the Association's Directors.

E. Financial Responsibility

1. Every Owner is responsible for prompt payment of maintenance fees, assessments, fines, or other charges authorized by the Association.
2. Violating of these rules will be subject to such legal actions initiated by the Association's Directors to enforce these rules.
3. The names of Owners whose accounts are delinquent 30 days or more shall be duly notified.

F. Signs

Except for the Declarant, no Unit Owner may place any signs (including, but not limited to, advertisements, notices or other lettering) of any type, including "For Sale" and "For Rent" signs (either by the Unit Owner or realtor), for public viewing on any Unit or any of the Common Elements or Limited Common Elements.

G. Certain Additional Restrictions

In addition to the other restrictions and limitations set forth herein, no Unit Owner shall do any of the following:

1. Without the prior written consent of the Association's Board for any of the following: Paint or otherwise change the appearance of any exterior wall, door, window, balcony, terrace, or any exterior surface; place any draperies or curtains at the windows of any Unit unless the same is white and unlined or unless the same is lined with a white color material with the lining facing the exterior of the Unit; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building; plant any planting outside of a Unit; erect any exterior lights or signs; erect or attach any structures or fixtures within the Common Elements;
2. Erect, construct or maintain any garbage or refuse receptacles, or other equipment or structures on the exterior of the building or on or in any of the Common Elements, except with the written consent of the Board;
3. Hang any laundry, garments, or other unsightly objects which are visible outside of the Unit;

4. Park commercial vehicles, trucks, boats, campers, trailers, mobile homes and similar vehicles in any Common Element or Limited Common Element.

H. Penalty System for Violation of Rules and Regulations

The following penalties shall be assessed against violators of the Rules and Regulations. Owners and residents are reminded that they shall be responsible for the actions of their minor children, guests and tenants and can be assessed the following penalties:

First Complaint: A "NOTICE OF VIOLATION of Rules and Regulations" shall be sent by the Board informing the violator that a complaint has been registered against him and specifying the reason(s) for the complaint. The Board shall ask the violator to use some common courtesy regarding his neighbors and fellow Sawgrass 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.

Second Complaint: A "NOTICE OF VIOLATION" of the Rules and Regulations is sent by the Board to the violator. Upon issuance of a second complaint the violation shall be assessed a fine of \$50. 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 to the violator. Subsequent complaints pertaining to the same violation will result in increasing fines at the rate of \$50 per violation i.e. second violation = \$100, third violation = \$150.

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 by the Board 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 ten (10) days of the "NOTICE OF VIOLATION" and arranging to meet with the Board.

The Board again wishes to caution and ask each resident to help create a friendly and pleasant atmosphere by attempting to work out any trivial problems before issuing a complaint.

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.

SAWGRASS CONDOMINIUMS AT PRAIRIE OAKS
CHECKLIST OF MAINTENANCE RESPONSIBILITY

U = Unit Owner=s Responsibility

A = Association's Responsibility

Interior:

Painting

Walls, ceiling and woodwork within the Unit (U)

Doors within Unit (U)

Window frames within Unit (U)

Caulking within Unit (U)

Small hole repair

Within Units (U)

In Common Areas (U)

Window, door glass and screens within Unit

Cleaning (U)

Repair and replacement (U)

Interior surface of window, door glass and screens within Unit

Cleaning (U)

Repair and replacement (U)

Light bulbs - replacing within Unit (U)

Repairing or replacing appliances within Unit

Refrigerator (U)

Stove (U)

Dishwasher (U)

Washer and dryer (U)

Garbage disposal (U)

Microwave (U)

General repair or replacing (all items are part of Unit)

Furnace (U)

Humidifier (U)

Air Conditioner (U)

Cabinets (U)

Countertops (U)

Light fixtures (U)

Doors (U)
Woodwork (U)
Flooring (U)

General repair or replacing of equipment or structural components in Common Areas (A)

Cleaning or replacing carpet and other general cleaning
Within Unit (U)

Electrical system repair
Within the Unit (U)
In Common Areas (A)

Telephone wires
Within the Unit (U)
In Common Areas (A)

Plumbing
From fixtures within the Unit (U)
Pipes, etc. in Common Areas (A)

Mailbox maintenance (A)

Insulation
Walls (A)
Ceiling (A)
Foundation (A)

Exterior:

Painting
Window frames (A)
Doors (A)
Siding (A)
Walls (A)

Caulking (A)

Roof repair and replacement (A)

Repair and replacement of gutters and siding (A)

Bush and tree trimming (A)

Flower beds off individual patios (U)

Landscaping (A)

Replacement of exterior lightbulbs
For fixtures attached in Balconies/Patios (U)
All other fixtures (A)

Snow removal

Driveways, sidewalks and stoops (A)

Leaf collection and disposal (A)

Cleaning leaves from gutters (A)

Telephone and utility lines (A)

Repair, maintenance or replacement

Drives, driveways, sidewalks and stoops (A)
Balconies/Patios (for structural items) (A)
Balconies/Patios (any decoration) (U)

Cleanup of pet waste (U)

Unit - Limited Common Elements:

General repair, maintenance and appearance (U)

Additional Terms:

1. Any work to be performed by the Association which pursuant to the Declaration is chargeable to any individual Unit Owner will be so charged. For example, repairs to the common elements necessitated because of actions of or damage caused by the Unit Owner.
2. No structural alterations by the Unit Owner may be made, even in the course of performing the Unit Owner's responsibilities herein outlined, without the express permission of the Association.
3. Promptly report the need for repairs to the Association.
4. If in doubt as to whose responsibility it is to see to a specific repair or type of maintenance, call the Association.

5. This Checklist is advisory only. Where a conflict exists between the provisions of this Checklist and those of the Declaration, the Declaration controls.