SOMERSET RIDGE CONDOMINIUMS
RULES AND REGULATIONS

ARTICLE I
VARIANCES TO RULES AND REGULATIONS

1.1 A variance of any Rule or Regulation or special dispensation due to special or extraordinary circumstances may be granted by the Board upon the Unit owner supplying the Board a written request detailing the need for a special dispensation. A majority vote of the Board will be required to grant such a variance or special dispensation. Any variance or special dispensation granted by the Board shall be subject to revocation by a majority of all Unit owners, at a special meeting duly called for such purpose, but only if the owners request such a special meeting pursuant to the Bylaws.

ARTICLE II
ASSESSMENT AND ASSESSMENT COLLECTION

2.1 The regular monthly assessments are due on the first day of each month.

2.2 Special assessments, as may be levied from time to time by the Board, and/or the installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit owners informing of the levied special assessment.

2.3 Any fines, penalties, or other charges assessed against a Unit Owner shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the fines, penalties, or other charges.

2.4 All payments received will be applied to the oldest amounts due on record—first to any late fees, interest, attorneys' fees and costs, and then to the assessment or fine balance. Payments tendered for current amounts due will not be accepted by the Association if the instrument of payment is drafted with a future date (i.e., a postdated check).

2.5 The actual date of the Association's receipt of a payment, as reflected on the ledger of the Association, shall control as to the date that payment was made.

2.6 In the event a Unit Owner ever submits a payment which is thereafter returned for any reason (e.g. insufficient funds or account closed), the Unit Owner shall be automatically assessed $50.00, or the actual costs incurred by the Association as a result of the return of a unit owner's payment, whichever is greater.

2.7 No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association, unless the statement is written in "red," the check or payment instrument is mailed to the attention of the Board of Directors and the reduced payment amount is accepted by motion of the Board of Directors. However, if the Unit Owner has knowledge that the account has been referred to legal counsel for collection, then the payment must be mailed to the Association's attorney pursuant to paragraph 11 below.

2.8 A late fee of $50.00 shall be assessed against a Unit owner for any payment not received by the Association by the tenth (10^{th}) day after its due date. This late fee assessment shall be made upon each failure by the Unit Owner to remit good and timely payment of any assessment or installment thereof. In addition, unpaid assessments will incur interest at a compounded rate of 1.5% per month (18% per annum) until paid.

2.9 The basic collection system of the Board shall be as follows:

a. At 15 days past due, a board member or the property manager may call the delinquent owner;

b. At 30 days past due, a past due notice may be sent;

c. At 45 days past due, a second past due notice may be sent; and

d. At 60 days past due, the matter may be referred to the attorney for collection.

2.10 An administrative fee of $100.00 shall be assessed against a Unit Owner when a matter is turned over to the Association's attorneys for collection. The Unit Owner is responsible for all costs and actual attorneys' fees incurred by the Association in connection with collecting the Unit Owner's past due balance.

2.11 Once a Unit Owner is notified or becomes aware that its account has been referred to legal counsel, then all future payments, until the account it current, must be submitted to such legal counsel for proper application of same, unless the Association's attorney directs the Unit Owner in writing to pay in some other manner. Unit Owners in collection will not receive further statements from the Association's property manager, and their online access to their account balance will be suspended until their account is brought current.

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ARTICLE III
USE OF PREMISES

3.1 The Units shall be used for residential purposes only. The Common Elements and Units shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of residential units.

3.2 No nuisance shall be allowed on the Common Elements or Units, nor shall any use or practice be allowed which is a source of persistent and meaningful annoyance to the Unit Owners or Unit Owners' occupants, or which interferes with the peaceful possession or proper use of said property by the Unit Owners or Unit Owners' occupants.

3.3 No improper or unlawful use shall be made of the Common Elements or Units or any part thereof, and all valid laws, ordinances and regulations of all governmental bodies having jurisdiction thereof shall be complied with.

3.4 No rule or regulation shall be adopted by the Board which shall deprive any Unit Owner of substantial property or occupancy rights, or which shall operate in a discriminatory manner.

3.5 Unit Owners and Unit Owners' occupants shall not make or allow any noises or odors, which in any way or at any time might be objectionable to other Unit Owners or Unit Owners' occupants. Unit Owners and Unit Owners' occupants shall not cause or allow voices, musical instruments, televisions, radios or other such sound producing devices to in any way or at any time become objectionable to other Unit Owners or Unit Owners' occupants.

3.6 No Unit Owner shall decorate or alter the exterior of a Unit or the Common Elements without the prior written consent of the Board of Directors. This provision shall not be construed as to deny Unit Owners the right to temporarily decorate their units for an **appropriate holiday** provided decorations and lighting are placed no earlier than seven (7) days before and removed within three (3) days after an appropriately recognized holiday – i.e., Valentine's Day, St. Patrick's Day, Halloween, Thanksgiving, et cetera; with the exception being the "traditional Christmas, Hanukkah, Kwanzaa, and New Year's period." During this period, decorations and lighting are allowed to be placed no earlier than the day after Thanksgiving Day and removed within one (1) week after New Year's Day (no later than January 8th.)

3.7 No owner of a Unit may erect, post or display posters, signs or advertising material on the Common Elements or at locations within a Unit which are visible from the Common Elements without the prior written consent of the Board of Directors, except for the following two circumstances. First, a Unit Owner may erect or post a temporary sign of customary and reasonable dimension on the day of and relating to the open house of a Unit for sale or lease (not a "**FOR SALE**" sign). Second, in accordance with the Wisconsin State Statute 703.105, a Unit Owner who supports or opposes a candidate for public office or a referendum question, the Unit owner can **temporarily** display a sign(s) that does not exceed **12"x18"** (216 sq. in.) **in overall size, in a unit's window only**. All political signage must be removed from display no later than three (3) days after the election or vote. Under no circumstances can political signage be placed on the Common Elements (grass or roadway) or on a unit's Limited Common Elements (sidewalk, porch, patio, deck or driveway). Where consent of the Board of Directors is obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules and regulations applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the exterior of the Building, on the Common Elements, or at locations within a Unit which are visible from the Common Elements.

3.8 Blanket approval is granted for the outside display of the American flag provided it is displayed according to established flag etiquette.

3.9 It shall not be permitted to alter the exterior color of the entrance door. Approval for "non-holiday" door decorations are granted provided they cover less than twenty-five percent of the door and adhere to **ARTICLE III, USE OF PREMISES, Section 3.7**. Additionally,

the exterior face of all window coverings must be white, off-white or natural wood tones. Any lighting in outdoor lighting fixtures and/or visible from the Common Elements through a unit's window(s) must be white, off-white or amber *(Edison Lighting)* in color; with the exception of temporary Holiday lighting as defined in Article III, Use of Premises, Section 3.6. Any departure from these colors must have prior written approval of the Board of Directors.

ARTICLE IV
SECURITY

4.1 No soliciting or selling, including door to door soliciting of any type, shall be permitted on any part of the Common Elements without the prior written approval of the Board.

4.2 All Unit Owners or occupants of Unit Owners' units shall notify the property management company of the Unit Owner's or occupant's intention to be absent from the unit for a period of two (2) weeks or longer. No Unit Owner or occupant shall allow newspapers or other items to accumulate which will indicate the Unit Owner's or occupant's absence from the unit.

4.3 Each Unit owner shall be responsible for maintaining not less than one (1) fully operational smoke detector on each floor of their unit at all times.

ARTICLE V
SANITATION

5.1 The Common Elements shall not be obstructed, littered, defaced, damaged or misused in any manner.

5.2 All Unit Owners or occupant of a Unit Owner's unit shall adhere to any laws, ordinances, and/or rules pertaining to recycling as dictated by any Governmental, Quasi-Governmental and/or Association authority.

ARTICLE VI
MANAGEMENT

6.1 No Unit Owner or occupant of a Unit Owner's unit shall or attempt to direct, supervise, or in any manner assert control over any Association contracted worker(s). Poor workmanship or performance of such individuals should be reported to the Board or to the property management company immediately.

6.2 In the event the Association utilizes the services of a professional management company, all notices and/or requests to the Association, the Board or any officer(s) referenced herein shall be sent to the management company. All notices and/or requests from the Association, the Board or any officer(s) referenced herein shall be sent by the management company.

ARTICLE VII
PATIOS/DECKS/WALKWAYS

7.1 Patios and decks shall be used for recreational purposes only. (i.e., outdoor furniture, covered grills and plants can be placed for use in these areas.) Patio umbrellas may be used. No more than two (2) umbrellas may be used. If two are used, they must be of the same color and design.

7.2 A Unit Owner or occupant of a Unit Owner's unit shall control all barbecue fires, smoke and/or offensive odors so as to not disturb or be dangerous to the neighboring Unit Owners, neighboring units or the Common Elements. Every Unit Owner who and every Unit Owner who has an occupant who barbecues on or near a deck shall have a qualified, fully operational fire extinguisher readily available during any time the barbecue is in use. Open grills are not allowed and therefore all grills must be of the type that has its own storage cover. Fixed grills must be approved by the Board of Directors.

7.3 No boxes, bicycles, carriages or other similar items shall be stored on the patio/deck. Walks, drives, patios and decks must be kept neat and orderly.

7.4 No clothes, sheets, blankets, rugs, laundry or other similar unsightly items shall be hung and/or displayed from the patio/deck. In addition, no such items shall be placed in any unit or on the common Elements so as to display same to or from any Common Elements or Limited Common Elements. No clothesline of any fashion or material shall be placed on the patio/deck.

7.5 The following rule applies to any owner who installs a satellite dish, C.B., television, or other antenna. The rule does not apply to the extent that it conflicts with applicable law:

(a) Owners must notify the Board in advance of installing a satellite dish or antenna.

(b) No satellite dishes or antennas may be placed in the common area.

(c) In the event that adequate reception quality cannot be achieved by installation on the unit's patio/deck, application may be made to the Board of Directors with a proposed alternative placement for the Board's review.

(d) Satellite dishes shall be professionally installed, and may not be larger than 3 feet in diameter. Wiring for the dish may not penetrate the buildings' masonry exterior. All wires must go through part of the "unit" as defined in Association Documents (windows, doors, door frames, etc.).

(e) Satellite dish and wiring must be removed upon termination of service or sale of the unit, whichever occurs first, and any common or limited common area affected during removal must be returned to its original condition at owners' expense within 30 days after removal. If the seller does not pay for the expense, the buyer (new unit owner) will be responsible for the cost.

7.6 No Unit Owner shall plant, re-landscape, and/or decorate any bedding area(s) without the prior written permission of the Board. Unit Owners may, however, place no more than twelve (12) per unit neutral in color, REMOVABLE planters of live flowers, and/or plants along their limited-common sidewalk, patio, deck and bedding areas. The removable planters cannot interfere with the lawn mowing. Lawn ornaments are not permitted. In addition, soffits may be used to mount two (2) hanging plants, of reasonable size, with one (1) place in front of the unit and the other in the back of the unit. (A Unit with a deck to the side will be considered the back of the Unit). Any removable planters must be removed by the end of November each year. No flowers or plants may be planted permanently in the ground without the prior approval of the Board of Directors. The Board of Directors shall have discretion regarding the style of the planters that Unit Owners are allowed to have displayed on the property.

7.7 Bird Baths - A single birdbath that is neutral in color and made of metal, clay, stone or concrete may be placed at the front or rear of the owner's unit. If possible, the birdbath is to be placed in a bark or stone covered area or on the cement patio. Birdbaths are limited to one (1) per unit.

Bird Feeders – A maximum, of three (3) bird feeders per unit may be placed at the rear of the owner's unit. If possible, the bird feeder(s) is/are to be placed in a bark-covered area or on the patio. All bird feeders must have catchers for falling seed. If feeders are made of wood, these along with any mounting posts must be stained to match the color of the building exterior or left in their natural earth tone color.

ARTICLE VIII
VEHICLES, PARKING AND GARAGE

8.1 The following rules and regulations are in addition to or in conjunction with the provisions of Article IX, Section 4 of the Declaration.

8.2 Due to the potential for fire and/or personal injury, unreasonable amounts of newspapers, empty boxes or flammable materials and the like shall not be kept for any unreasonable length of time in the garage and/or unit of the condominium. Due to the hazardous nature of such items, any such item(s) found in violation of this provision may be confiscated by the Board. In addition, there shall be no use of any gas or charcoal grill, barbecue, cooking stove or the like in the garage area. Garage doors should remain down when not in use.

8.3 No garage or rummage sales are permitted on any area of the condominium.

8.4 Cooking, sleeping and/or residing in any vehicle, whether temporary in nature or otherwise, is prohibited in all areas of the condominium.

8.5 Due to required periodic maintenance of and snow removal from the condominium parking areas, no vehicle of any type, which cannot be moved on a daily basis, shall be parked in any of the condominium parking areas. No vehicle of any type shall be stored in any parking area of the condominium. Junked, inoperative or unlicensed vehicles and vehicles licensed as campers, house trailers, motorcycles and the like, shall not be stored or parked on the condominium.

8.6 No repair and/or maintenance of a vehicle(s) shall be allowed on any Common or Limited-Common area(s) of the condominium. Such repair and/or maintenance may only be done in a Unit Owner's garage. Washing of an owner/resident's vehicle is permitted in the unit owner/resident's drive.

8.7 A Unit Owner or occupant of a Unit Owner's unit shall not park any vehicle in the Limited-Common assigned parking area of another Unit Owner without the prior permission of the other Unit Owner. A Unit Owner who discovers an unauthorized vehicle parked in his or her parking area shall be responsible for contacting the Waukesha Police Department to have the offending vehicle ticketed and/or towed.

8.8 No vehicle shall travel at a rate of speed in excess of fifteen (15) miles per hour in any parking or drive area of the condominium.

8.9 All owner/resident's vehicles are to be housed in the owner/resident's garage. Alternative off premise parking must be made, by the owner/resident for parking of additional vehicles. The condominium guest parking, roadways or owner/resident driveways are not to be used as alternative parking spaces for owner/resident vehicles.

8.10 **Guest Parking** – Guests may park vehicles in an owner/resident's driveway or guest parking areas without prior permission for a period of time **not to exceed three (3) days.** For a period exceeding three (3) days, the owner/resident must request, in advance, a guest parking permit. A paid permit will **not** be required from the time period from Thanksgiving Day to the weekend following New Year's Day. If you are having long term guest(s) over the holidays exceeding three (3) days, guests should park in the unit owner's driveway leaving guest parking areas for short term visitors. The below identifying information must be reported to the property manager for all guests in excess of three (3) days.

(a) All requests are to be submitted to the association in writing and should state:

(1) start date and length of parking permit requested,

(2) the reason for the request,

(3) name of Unit Owner and name of vehicle owner,

(4) license plate number,

(5) color/make/model/year of vehicle.

The application will be reviewed by the Board who will make decisions on a per case basis.

(b) Upon the approval of such a request, the Unit Owner shall submit, in advance, a fee of $20.00 per month. The vehicle shall be parked in a "guest" parking spot or according to the directions of the Board as stipulated in the

permit. Any snow removal problems encountered due to the parking of the vehicle shall be the responsibility of the Unit Owner.

(c) If a permit is granted, the permit must be hung from the rear view mirror of the guest's vehicle. (*Due to the limited amount of parking areas, no permit will be allowed for longer than 3 months.*)

8.11 **One (1) Car Garage Parking** – Condominium Declaration prohibits the parking of "*vans and trucks*" on the drives and roadways but not automobiles. Because the drives and roadways are considered Common Elements, no Unit Owner may obstruct it without the prior written approval of the Board of Directors. **An Owner of a Unit that was built with only a one (1) car garage** (*specifically units 2832 A-D and units 2962 A-D*) may request a permit to park one (1) automobile in the driveway approach of their garage on the following terms and conditions:

(a) **The Owner of a Unit that was built with only a one (1) car garage** must present an application in writing to the Board PRIOR to the parking of said vehicle. The application should state:

(1) start date and length of parking permit requested,

(2) the reason for the request,

(3) name of Unit Owner and name of vehicle owner,

(4) license plate number,

(5) color/make/model/year of vehicle.

The application will be reviewed by the Board who will make decisions on a per case basis. No vehicles in poor condition or repair will be granted a permit.

(b) Upon the approval of such a request, the Unit Owner shall submit a monthly fee of $20.00 per month or $60.00 for a yearly pass. No fees will be reimbursed for any unused portion of a parking permit regardless of whether the need for such a permit still exists. The vehicle shall be parked according to the directions of the Board as stipulated in the permit. Any snow removal problems encountered due to the parking of the vehicle shall be the responsibility of the Unit Owner.

(c) Permits may be eligible for re-application, re-evaluation and renewal. Renewals shall be made at the discretion of the Board and shall not be considered automatic extensions. Permits are not transferable to any other person(s). Permits may be withdrawn if all terms and conditions are not met.

(d) Licensed boats, boat trailers, vans, trucks or such other items may be stored, parked or placed in the garage provided that the storage of such item(s) does not cause an automobile to be parked outside of the garage.

ARTICLE IX
ANIMAL POLICY

9.1 **No dogs**, reptiles or rodents shall be permitted within the condominium. Permitted animals shall be housed indoors and permitted outdoors only on a leash and owners will comply with other animal rules as set forth in the condominium Declaration.

9.2 One (1) cat per unit is permitted provided that the owner having or wishing to have such a cat comply with other animal rules as set forth in the condominium Declaration.

9.3 Having such animal shall be deemed as a revocable license and may be revoked following notice and hearing, at the option of the Board, for any reason set forth in the Declaration or for any breach of the Rules and Regulations set forth above or as may be promulgated in the future by the Board of Directors. Upon revocation the animal owner shall dispose of the animal within a reasonable period of time. A animal owner shall be responsible for any costs of the Association in enforcing its rights hereunder which may be added as a special assessment against the Unit owner.

9.4 The Association also has an Assistance Animal policy, and the relevant documents, including a required Agreement, are available upon request to the Board of Directors. The Assistance Animal policy and required Agreement are incorporated herein by reference.

ARTICLE X
ENFORCEMENT AND GRIEVANCE PROCEDURES

10.1 Each Unit Owner shall be responsible for the violations of and/or noncompliance with the Declaration, By-Laws, rules, regulations, covenants, conditions or restrictions committed by the Unit Owner, any individual of the Unit Owner's household, any occupant of the Unit Owner's unit, any tenant or sub-tenant of the Unit Owner's guest or visitor or the Unit Owner's occupant's guest or visitor.

10.2 All Unit Owners and occupants of Unit Owners' units shall report, in writing, any alleged violation of or non-compliance with the By-Laws, rules, regulations, covenants, conditions or restrictions as required hereunder.

10.3 The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):

(a) **A WRITTEN WARNING <u>for a Unit Owner or resident's first violation</u>** of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents.

(b) **FIFTY DOLLARS ($50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents (or for the violation that remains after the Unit Owner has received the warning letter discussed in 1.a). The second violation does not need to be the same violation as the first violation in order for the $50 fine to be assessed.

(c) **ONE HUNDRED DOLLARS ($100.00)** shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.

(d) Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS ($500.00) shall be assessed for each violation** of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:

(1) The violation is in direct defiance of a previous mandate from the Board of Directors.

(2) The violation was malicious in its intent.

(3) The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.

(4) The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. *(i.e. if alterations are made that cannot be restored to their original state.)*

10.4 Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

10.5 **Attorney Fees**

(a) The Board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.

(b) In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the unit owner's mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. **This Rule does not apply to owners' fair housing complaints, neither State nor Federal.**

10.6 Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

10.7 **GRIEVANCE COMMITTEE RULES AND PROCEDURES**:

(a) The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.

(b) The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be *ad hoc* and appointed on an as-needed basis by the Board of Directors.

(c) For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.

(d) Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.

(e) Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:

(1) A letter shall be sent by certified mail, return receipt requested, informing all parties:

1. Of the time, place and date of a hearing before the Grievance Committee.

2. Of the right to counsel.

3. That evidence shall be received and a record made whether or not the party complained against attends.

(2) The hearing shall be divided into two (2) sections:

1. The hearing.

2. The determination and decision.

(3) The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses

(4) The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the

Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.

(5) If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.

(6) If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.

(7) The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

(f) The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:

(1) The award was procured by corruption, fraud or undue means;

(2) There was evident partiality or corruption on the part of the Grievance Committee, or any of them;

(3) The member of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause show, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;

(4) The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

ARTICLE XI
GENERAL PRINCIPALS

11.1 The Board of Directors shall adopt rules and regulations governing the use of the common Elements and Units, as same are defined in the Declaration, and the personal conduct of the Unit Owners and the Unit Owner's family, tenants and guests thereon. Such rules and regulations will be so adopted in light of the duties and rights established in the Declaration. The Board shall publish and furnish to each Unit Owner the specific rules and regulations as adopted or revised from time to time.

11.2 The Board of Directors shall retain the right to make reasonable decisions based on a solely "subjective" basis as they may deem to be in the best interest of the Association.

11.3 All provisions of the Declarations and By-Laws shall remain unchanged. If there is any conflict between any provision of the Declaration and any provision of the Rules and Regulations, the provision of the Declaration shall control. If there is any conflict between any provision of the By-Laws and any provision of the Rules and Regulations, the provision of the By-Laws shall control.

Attached and incorporated herein is the checklist of Owner vs. Association responsibility

CHECKLIST OF MAINTENANCE RESPONSIBILITY
GUIDELINES FOR COMPLIANCE WITH
RULES AND REGULATIONS

FOR:	***SOMERSET RIDGE CONDOMINIUMS***
INTERIOR OF UNIT:	
Painting	
Walls and Woodwork	Unit Owner
Doors	Unit Owner
Garage Interior and Inside of garage door	Unit Owner
Caulking and weather sealing	Unit Owner
Window & Door Glass and Screens	
Cleaning	Unit Owner
Repair and/or Replacement	Unit Owner
Hole Repair in Walls and Ceilings	Unit Owner
Light Bulb Replacement	Unit Owner
Repair or Replacement of:	
Appliances	Unit Owner
Bath Vents	Unit Owner
Cabinets and Countertops	Unit Owner
Electrical System	Unit Owner
Floor Covering Cleaning and Replacement	Unit Owner
Furnace/Air Conditioner/Humidifier	Unit Owner
Garage Door, Garage Door Opener, and Remote	Unit Owner
Light Fixtures	Unit Owner
Sump Pump	Association
Water Heater	Unit Owner
All other items unless specified otherwise	Unit Owner
Telephone and Cable TV inside wiring	Unit Owner
Water Supply and Plumbing from individual gate valve into unit including fixtures	Unit Owner
Sewer main from lower level floor drain up	Unit Owner
Foundation	
Structural Crack	Association
Waterproofing	Association
Insulation/Venting	
Insulation of Walls and Ceilings	Association
Roof and Soffit Vents	Association
Foundation (exposed batt insulation)	Unit Owner

FOR:	*SOMERSET RIDGE CONDOMINIUMS*
EXTERIOR OF UNIT:	
Painting, Sealing (frequency determined by Board)	
Exterior of Garage Doors	Association
Exterior of Window and Door Frames	Association
Walls and Siding	Association
Caulking around Doors, Windows and Siding	Association
Decks and Patios	Association
Roof/Chimney/Gutters	Association
Landscaping	
Lawn Mowing	Association
Bed Edging	Association
Mulch Supply	Association
Weeding and Fertilizing	
Limited Common Areas and Personal Gardens	Unit Owner
General Common Areas	Association
Shrub/Tree trimming	Association
Gutter Cleaning	Association
Window Washing	Unit Owner
Mailbox maintenance	Association
Exterior lighting and bulb supply	
Photo Sensored Pole Lighting	Association
Limited Common Lighting Attached to Unit	Unit Owner
Water Supply and Plumbing from individual gate valve to road	Association
Sewer Main from lower level floor drain to road	Association
Snow Removal	
Drives/Driveways	Association
Patios/Decks	Unit Owner
Sidewalks	Unit Owner
Rubbish Collection	Association
Exterior Telephone, Cable TV and Utility Wiring	Association
Repair/ Resealing or Replacement of Drives, Roadways and Sidewalks	Association
Repair of Patio and/or Decks (with prior Board approval)	Unit Owner

All exterior repairs require prior Board/Management approval.