

**EXHIBIT "D" TO DECLARATION  
RULES AND REGULATIONS**

**INSTRUMENT # 2158480  
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**EXHIBIT "D"**  
to  
**DECLARATION FOR PRAIRIEWOOD CONDOMINIUM**  
**RULES AND REGULATIONS**  
for  
**PRAIRIEWOOD CONDOMINIUM ASSOCIATION, INC.**

1. **INTENT.** These Rules and Regulations are adopted for the benefit of Owners in the Condominium known as Prairiewood Condominium and are intended (1) to preserve a clean and attractive environment, (2) to ensure the peaceful enjoyment of the Condominium by residents and guests, and (3) to protect and enhance the value of the Owner's property. They are not designed to unduly restrict or burden the use of the property. These Rules and Regulations supplement the provisions of the Condominium Declaration and the Exhibit "C" Bylaws; and all residents of the Condominium and their guests are expected to abide by them. An Owner who rents his/her Unit has the responsibility that his/her tenants comply with these Rules..
2. **PASS KEY.** The Board shall retain a duplicate key to each Unit. No Owner may alter any lock or install a new lock on any door leading into his/her Unit without the prior consent of the Board. If such consent is given, the Owner shall provide the Board with a new duplicate key for its use. It is not intended that an Owner's privacy be intruded upon, and such keys shall not be used except in an emergency.
3. **INSURANCE.** Nothing shall be done or kept in any Unit or in or upon the Common Element or Limited Common Elements that will increase the rates of insurance of the building or the contents thereof beyond the rates applicable for Units, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his/her Unit or in or upon the common elements which will result in the cancellation of insurance on the building, or the contents thereof, or which will be in violation of any law.
4. **COMMON ELEMENTS.** Common Elements and Limited Common Elements must be kept neat and orderly. There shall be no use of the Common Elements or Limited Common Elements which injures or scars the Common Elements or the plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance, or annoyance to other Owners in their enjoyment of the same. Any damage to Association property, whether by a tenant, guest, or Owner of a Condominium Unit, shall ultimately be the responsibility of the Owner. Failure to reimburse the Association for the expense of any such damage may result in a default assessment lien being placed on the Owner's Unit.
5. **LITTERING.** There will be no littering. Paper, cans, bottles, cigarette butts, foods, and other trash are to be deposited only in appropriate trash containers, and under no circumstances are such items to be dropped or left on the grounds or other Common Elements.
6. **TRASH, RECYLCING, AND GARBAGE PICK UP.** No one shall place trash or other refuse in the Common Elements or Limited Common Elements. Trash must be contained in a securely tied plastic bag of suitable strength and shall be placed in dumpsters on Premises daily by residents. No loose items or bags are to be left on the ground for collection.

Residents shall participate in the Condominium recycling program: recycling paper, plastic, and aluminum cans in accordance with Alachua County/City of Gainesville recycling guidelines.

7. **NUISANCE AND NOISE.** Prior to 8 a.m., in the morning and after 10 p.m., in the evening should be a quiet time out of consideration for Condominium residents and neighbors. At no time are parties/entertainment, musical instruments, radios (including car radios), or television sets to be so loud as to become a nuisance. No offensive activities shall be carried on in the Condominium nor shall anything be done or placed within the Condominium which may be a nuisance, create unpleasant odors, or cause unreasonable embarrassment, disturbance, or annoyance to other Unit Owners or the general public.
8. **CHILDREN AND GUESTS.** Owners shall be held responsible for the actions of their children and guests. If occupancy by guests creates a nuisance to other Owners, the Board shall have the right to require that the offensive guest leave. Children under the age of 12 are not permitted to play unsupervised on any Common Elements or Limited Common Elements of the Condominium. The supervising adult must be in the presence of the child so that he or she can reasonably safeguard the child, prevent damage to property, and avoid disturbing other residents. Owners are liable for any damage caused by themselves or their tenants, including damage caused by children and/or guests of Owners or tenants. This includes damage to any Common Elements of the Condominium or to the property of other residents. Claims for personal injury or damages within a Condominium Unit are also the responsibility of the Owner, not the Condominium Association or its management.
9. **PETS.** Each occupant may keep no more than two household pets in his/her Unit, limited to dog(s) or cat(s) with a total combined weight of not more than thirty-five (35) pounds at maturity, and fish and birds, provided that no pets are kept, bred, or maintained for commercial purposes and do not become a nuisance or annoyance to residents and neighbors. The following conditions apply:
  - 9.1. No pet shall be kept on the Condominium premises without the specific written approval of all members of the Board.
  - 9.2. Approval shall consist of a signed statement, a copy of which shall be placed in the minutes of the next Board meeting following the signing.
  - 9.3. No pets may be kept in or on the porch area when the Owner is not in the Unit.
  - 9.4. Guests may not bring pets onto the Condominium property.
  - 9.5. No pet is to be tied to the Common Elements or Limited Common Elements at any time.
  - 9.6. No pet shall be allowed to defecate or urinate on the Common Elements or the Limited Common Elements. An accidental defecation by a pet on the Common Elements or the Limited Common Elements shall be immediately "pooper scooped."
  - 9.7. Any damage caused by a pet to Common Elements or the Limited Common Elements shall be repaired by the resident at his/her own expense to the

satisfaction of the Association.

- 9.8. All pet owners shall supply the Board with health certificates of their pets to verify veterinary-recommended vaccinations are up to date. Such certificates should be supplied to the Board upon approval and each year thereafter.
  - 9.9. If pets create noise or are allowed to run loose without supervision in the Common Elements or the Limited Common Elements in a way that creates a disturbance or unpleasantness, the Board will be forced to withdraw its consent, in which case the pet must be removed within 48 hours.
  - 9.10. Each Owner will hold the Board and the Association harmless against loss or liability for any actions of his pets within the Condominium.
  - 9.11. Any resident found to be in violation of the above rules regarding household pets will be fined according to the following schedule: \$25 first offense, \$50 second offense, \$100 third offense or more. Fines are to be paid immediately to the Association. Fines for the same violation shall never exceed \$1,000 in the aggregate. The fines, if not paid immediately, will accrue late charges in the amounts of \$10 for the first month, \$15 for the second month, and \$20 per month thereafter that fine is not paid. No fine may be levied except after giving reasonable notice and an opportunity for a hearing to the Unit Owner and, if applicable, to its licensee or invitee. The hearing shall be before a committee of other Unit Owners.
10. **NO ILLEGAL ACTIVITY.** There shall be no use of or activity in any Unit or Common Elements or the Limited Common Elements that shall be in violation of any governmental law, ordinance, rule or regulation.
  11. **PORCHES.** The only items that may be kept on the patio are porch furniture, approved barbecue equipment, bicycles, recreational equipment, and plants. Toys, baby carriages, and other personal articles and equipment are to be stored in the Unit or in the Unit storeroom.
    - 11.1. Permanent or semi-permanent covering (i.e. carpeting) is not permitted to cover the original floor structure of these areas.
    - 11.2. No clothes, linens, rugs, or other materials shall be hung or shaken from windows, placed on window sills, hung or draped in the porch area, or otherwise left or placed in such way as to be exposed to public view. Outdoor clotheslines or other outdoor clothes drying or airing facilities are not permitted.
    - 11.3. Motorcycles are not to be stored inside the Unit or in the porch area.
    - 11.4. Clothes may not be hung in the porch areas to dry.
    - 11.5. A charcoal or gas fire in a protected metal barbecue container may be used in places approved by the Board, providing it is carefully guarded and not hazardous to the building or other property. It must be placed so that smoke does not bother other residents in the Condominium. If propane or other barbecue fuel

is stored in the porch area, fuel containers must be kept at a less-than-full level, so not to cause a potential fire hazard.

12. **VEHICLES AND PARKING RULES.** Each studio Unit shall have one parking sticker assigned by the Board and each one bedroom and two bedroom Units shall have up to two (2) parking stickers assigned by the Board. There is no assigned parking and parking shall be determined on a first-come, first-served basis. Guest parking shall be designated and shall be available on first-come, first-served basis.
- 12.1. Only mobile and operable passenger motor vehicles with current and valid registrations, license plates, may occupy any parking areas within the Common Element or Limited Common Element. If a vehicle does not meet these requirements, the Board will place a dated notice on such an offending vehicle to the effect that it will be removed from the property in accordance with the Condominium's towing policy.
- 12.2. VEHICLES ILLEGALLY PARKED ON CONDOMINIUM PROPERTY MAY BE TICKETED AND TOWED. ILLEGALLY PARKED MAY MEAN A VEHICLE PARKED IN A RESTRICTED AREA (TOO CLOSE TO A GARBAGE DUMPSTER, DOUBLE PARKED VEHICLES, ETC.), OR AN UNREGISTERED VEHICLE AND A VEHICLE PARKED IN ANOTHER UNIT OWNER'S PARKING SPACE. ANY VEHICLE IN AN APPARENT INOPERATIVE CONDITION IS CONSIDERED TO BE "ABANDONED" AND IS SUBJECT TO TOWING AT THE OWNER'S EXPENSE.
- 12.3. Parking is not permitted on sidewalks, curbed areas, in fire zones, or in entryways.
- 12.4. No vehicle shall impede the free passage of any vehicle through the Common Elements or Limited Common Elements.
- 12.5. Storage of disabled or abandoned vehicles is not permitted. A vehicle without a license plate or plates cannot park on Condominium property. The Condominium itself is liable for harboring abandoned vehicles. Such vehicles will be towed at the Owner's expense.
- 12.6. No vehicle shall impede any maintenance operations.
- 12.7. No moving vans or trucks are allowed on sidewalks or on landscaped areas. Any moving company or resident violating this rule will be responsible for damages. This rule also pertains to any and all motor vehicles.
- 12.8. Repair costs for damage to Common Elements or Limited Common Elements caused by vehicles, (i.e. leaking fluids, damaged landscaping, buildings, structures, etc.) shall be assessed to the Owner of the Unit where the Owner of the vehicle causing said damages resides.
- 12.9. Motorcycles are required to utilize "kick-stand plates" to prevent damage to the pavement.

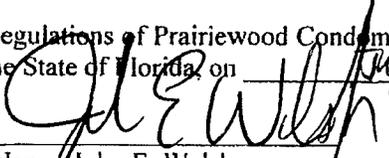
- 12.10. Off-road vehicles (i.e. dirt bikes, ATV's, etc.) are prohibited from operation or use on the common property.
- 12.11. Only minor vehicle maintenance is allowed to be performed on the property. Minor vehicle maintenance is defined to include only the following repairs: battery replacement, flat tire replacement, air filter replacement, washing and waxing.
- 12.12. Boats, trailers, campers, mobile homes, or other such vehicles are not permitted on the property.
- 12.13. Violation of one or more of the sections of the VEHICLE AND PARKING RULES shall result in a fine of not less than \$50.00 per occurrence. In addition, the Board of Directors may charge the offending Owner of the Unit in which the violating vehicle(s) Owner(s) resides with any costs incurred by the Association, due to the violation.
- 12.14. Furthermore, in addition to or in place of the above fine and cost assessments, the Board of Directors may have the violating vehicle towed from the premises at the Owner's expense. The cost of the towing shall be determined by the towing company and shall be the responsibility of the vehicle's owner.
- 12.15. The Board may elect to seek legal and court-enforced assistance in an effort to resolve a condition of violation of the VEHICLE AND PARKING RULES. All costs and liabilities associated with ensuring compliance with this Resolution shall be assessed against the Owner of the Unit where the non-complying vehicle Owner resides.
- 12.16. Failure by any Owner who has received notice of violation of the aforementioned rules to pay an assessment penalty within thirty (30) days of the date of the penalty letter, shall result in: a lien being recorded on the Owner's property, implementation of late payment penalties, legal fees, court fees and responsibility for any and all costs associated with the collection of said assessment penalty.
- 12.17. Vehicles may be washed on the premises in the parking area, provided a hose nozzle is used to prevent wasting water.
- 12.18. Oil, transmission, and other fluid leaks from automobiles must be immediately cleaned by resident at resident's expense.
13. **RESPONSIBILITY FOR MAINTENANCE**. The Association is responsible for all exterior and Common Element or Limited Common Element maintenance, with the exception of windows. The Unit Owner is responsible for maintaining the interior of each Unit, including, but not necessarily limited to, the following: hot water heater [see additional information on water heaters]; all interior surfaces; all plumbing fixtures under the control of the resident (faucets, valves, toilets, etc.); electrical wiring "downstream" from the breaker box; coaxial or other cable for TVs, radios, etc.
- 13.1. Windows and Doors. Each Owner shall be responsible for the maintenance, repair, and replacement of all windows in his/her Unit, and also the main

- entryway door and any doors/windows leading onto the porch area adjacent to his/her Unit. Replacement of windows or doors shall be pre-approved in writing by the Board to ensure continuity of the exterior appearance of the building.
- 13.2. Christmas Decorations/Lighting. Exterior Christmas lights and decorations must be reviewed and approved by the Board prior to installation.
- 13.3. Installation of satellite dishes must be pre-approved in writing by the Board to ensure installation is an asset to the Condominium.
- 13.4. Additions to Exterior of Building. Any changes affecting the appearance of the exterior of the building in any way, such as decorations, awnings, or dishes, signs, screens, sunshades, fans, or other changes are to be made only with the consent of the Board of Directors of the Condominium. No television or radio antennas shall be placed on the exterior of any building.
14. **UTILITIES.** Each resident shall pay his own telephone and other utilities which shall be billed to Unit Owners based on sub-meters and shall be billed by a third party vendor. Unit Owner shall be responsible for the actual cost of utility and for any fee said vendor may charge. Utilities which are not separately metered or billed or which serve common elements shall be treated as part of the common expense.
15. **COMPLAINTS.** Complaints of violations of these Rules and Regulations should be made in writing to the Association in care of the management company, if one exists. If the Association determines the complaint is justified, they shall take whatever action they deem necessary and shall notify the complainant in writing of such action, if any.
16. **FINES.** The Association shall give written notice to any Unit Owner who violates the provisions of the Condominium Declaration or Rules and Regulations. In the case of a tenant, such notice shall be sent to the tenant, with a copy thereof to the Unit Owner. If such violation continues 72 hours after receipt of such notice, the Association may assess a fine of \$10.00 the first day and \$20.00 for each successive day such violation continues. Such fines shall apply per incident, per rule, however a fine for a continuing violation shall never exceed \$1,000. This provision applies to all rules and regulations, except section 9 pertaining to pets, in which case, the fines in section 9.11. shall supercede this section. No fine may be levied except after giving reasonable notice and an opportunity for a hearing to the Unit Owner and, if applicable, to its licensee or invitee. The hearing shall be before a committee of other Unit Owners.
17. **COLLECTION OF FINES AND LATE FEES.** All fines and late fees shall be collected by the Condominium Association in the same manner as unpaid assessments, and shall constitute a lien on the Unit of the Owner assessed until paid.
18. **SEVERABILITY.** The provisions of the Declaration, Bylaws, and Rules and Regulations of the Association shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of the other provisions, if the remaining provision or provisions comply with Chapter 718, Florida Statutes.
19. **AMENDMENT.** The Association may amend these Rules and Regulations at any time, provided that written notice thereof is sent to each Unit Owner setting forth in full any such

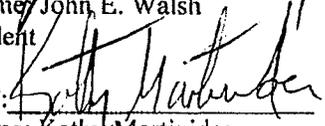
amendment.

20. **DELEGATION**. The Association shall have the authority and duty to enforce these Rules and Regulations, but, in their discretion, may delegate such enforcement authority and duties under these Rules and Regulations to whomever they deem desirable.
21. **EFFECTIVE**. These Rules and Regulations shall take effect upon recording.

The foregoing was adopted as the Rules and Regulations of Prairiewood Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, on July 29, 2005.

BY: 

Print Name: John E. Walsh  
Its President

ATTEST: 

Print Name: Kathy Martinides  
Its Secretary