Prairie Wind Townhomes Condominium
Rules and Regulations

Revision 2022

Table of Contents

I. Administration
   A. General
   B. Board of Directors
   C. Board Meetings
   D. Annual Meeting
   E. Management Company
   F. Members
   G. Articles of Incorporation, Declaration, By-Laws, & Rules and Regulations
   H. Board of Director Elections
   I. Committee Appointments
   J. Communications

II. Advertising
   A. Signs
   B. Garage Sales
   C. Soliciting
   D. Notices

III. Architectural Rules
   A. Administrative Procedures
   B. Antennas
   C. Landscaping
   D. Storm Doors
   E. Awnings
   F. Exterior Lighting
   G. External Tubs
   H. Architectural Change or Improvement Application
   I. Landscape Permit

IV. Assessment Policy
   A. General
   B. Delinquency
   C. Late Charge
   D. Legal Proceedings
   E. Rule Violations
   F. Special Assessments and Capital Contributions
   G. Revocation of Privileges
   H. Declaration Provisions

V. Enforcement of Rules
   A. Declaration Provisions
   B. Fine System
   C. Procedural Rules
   D. Complaint Form
   E. Complaint Hearing Notice

VI. Garbage, Recycling and Collection

VII. Insurance

A. Common Areas
B. Units

VIII. Limitations, Use and Occupancy Restrictions
A. Animals
B. Commercial Activities
C. Nuisances
D. Easements
E. Vehicle Repair
F. Clotheslines
G. Garage Doors
H. Littering
I. Pond Use Limitations
J. Tents
K. Group Parties
L. Holiday Decorations
M. Wildlife Feeding
N. Enclosing Decks and Patios
O. Sports Equipment
P. Window Air Conditioners
Q. Thermostats
R. Window Coverings
S. Central Air Conditioning Covers
T. Grill Use

IX. Maintenance
A. Definition
B. Common Area
C. Townhomes
D. Landscaping
E. Maintenance Service Request Procedure
F. Quick Index

X. Parking and Roads
A. General
B. Prohibited Vehicles
C. Parking and Regulations
D. Overnight Parking
E. Snow Removal
F. Parking Areas
G. Speed Limit and Usage

XI. Alterations to Unit

XII. Sales and Leases
A. Sales and Refinancing
B. Leases

XIII. New Construction

XIV. Rentals

Rules and Regulations

I. Administration

A. General - Prairie Wind Townhomes Condominium Association, Inc. is a not-for-profit corporation of condominium owners. Each unit has one vote, which may be cast from time to time on certain issues. One of those issues is the election of five (5) persons to serve on the Board of Directors.

B. Board of Directors - The Board of Directors of the Association is composed of five (5) elected owners. Terms are one (1) year. The Board of Directors administers the functions of the Association. Board members do not receive pay.

C. Board Meetings - The Board meets at periodic intervals. The exact date, location and time of the Board Meeting will be published.

D. Annual Meeting - Every year, the members meet to re-elect Board members to fill the expiring terms. Notices will be sent to all owners.

E. Management Company - The Board of Directors, pursuant to its powers, has retained the services of a professional management company, as an agent to handle day to day matters.

F. Members - Membership in the Association shall include every person or entity who own fee simple title in any lot including contract sellers, beneficiaries of trust holding legal title, and the Declarant while still holding title to any lot.

G. Articles of Incorporation, Declaration, By-Laws, & Rules and Regulations - In addition to the Rules of this Manual, the Association is governed by the Declaration of Condominium Ownership, Easements, Restrictions and Covenants and Bylaws. The Rules, as printed in this manual, are supplemental of those aforementioned documents. The rules are reviewed and updated as determined by the Board of Directors.

H. Board of Director Elections - The vacancy caused by expiration of term will be filled at the Annual Meeting by an election of the majority of Homeowner votes. Applications are sent to each unit owner by Lakes Property Management. Applications are to be returned to Lakes Property Management for routing to the Nominating Committee for review. The Nominating Committee meets two (2) weeks prior to the Annual Meeting and will make recommendations to the Board. The process may include meeting with candidates. Approved names will appear on the ballot at the election meeting. The vacancy caused by resignation (or other reason) during the term of a Board member shall be filled by appointment by the Board and the successor shall serve for the unexpired term of his/her predecessor. Unit owners will be informed of any changes.

I. Committee Appointments - The four (4) AWHA Committees consist of the Rules and Regulations, Architectural Control, Nominating, and Social Committee. The Board of Directors will accept and review volunteers for appointment to one or more of these committees. The appointment will be made at the Annual Meeting and will be for one (1) year. Volunteers can submit their name, in writing, to Lakes Property Management for routing to the Board for appointment at the Annual Meeting.

J. **Communications** - Unit owners are to contact Lakes Property Management concerning affairs of the Association, e.g contract services, complaints, questions, or comments. The Management Company can be reached by the following:

Address:
Lakes Property Management
700 Veterans Parkway, Suite 204
Lake Geneva, WI 53147.

Phone:
(262) 249-1922

II. Advertising

A. **Signs** - No “For Sale” or “For Rent” signs or other advertising signs or billboards shall be placed, or permitted to remain on a lot, unit, or common elements (except for Declarant as provided in the Declaration). As an illustration, a “For Sale” sign placed on a vehicle parked on property is prohibited.

B. **Garage Sales** - Garage sales shall be limited to a Spring and/or Fall date to be coordinated by the Prairie Wind Townhomes of Lake Geneva Homeowners Association for all units to participate.

C. **Soliciting** - No soliciting is permitted on the property without prior written consent of the Board of Directors

D. **Notices** - Posting notices on mailbox stations may be permitted, provided the Board of Directors gives prior written consent to the individual requesting the posting, and materials to be posted pertain to an Association matter. If approved, the posted material shall only be permitted to remain for a period of two (2) weeks from the date of posting.

III. Architectural Rules

A. **Administrative Procedures** - Unit owners requesting approval for architectural modifications, whether they are landscape or structural, must fill out in duplicate an “Architectural Change or Improvement Application” or “Landscape Permit” form depending upon the nature of the request. The application and/or permit will be routed to the Architectural Control Committee for appropriate action and the homeowner will be notified in a timely manner. Standard changes per building specification and/or landscape plans will be reviewed and approved by the Architectural Control Committee. The Architectural Control committee will review nonstandard changes with a written recommendation provided to the Board of Directors for final approval. Necessary application and permit forms are made part of the manual. Depending on the nature of the change, building permits may be required from the city of Lake Geneva. Please be advised that it is the responsibility of the homeowner to obtain appropriate permits.

B. **Antennas** - Only dishes as provided by Directv or Dish Network are allowed. Mounting shall be in accordance with their recommendation but not mounted directly to the building or roof, preferably mounted on an independent pole adjacent to the building or deck.
C. **Landscaping** - Gardens will be allowed around trees subject to the following restrictions:
    - Edging Type: Normal wood or rubber lawn edging
    - Edging Color: Natural or Black
    - Edging Height: Not to exceed six (6) inches above the surface of the soil
    - Recessed edging is preferred
    - Size: Not to exceed forty-eight (48) inches in radius from the base of the tree
D. **Storm Doors** - Must be an Anderson Storm Door, 3000 Series, white, full view window or hide away screen, brass handle: purchase from Home Depot. See specification from Lakes Property Management.
E. **Awnings** - Awning now available only through Ageless Awnings
    - Contact Curt by phone at (262)781-8307
F. **Exterior Lighting** - Exterior lighting shall be permitted solely for the purpose of providing illumination to the unit owner's deck and walkway, must be in compliance with City of Lake Geneva lighting ordinances and shall comply with the following:
    - Lights are defined as walkway "Malibu" or tier lights for walkway
    - A maximum of ten (10) lights can be used for the walkway
    - Clear or translucent lenses are the only type permitted
    - Lights must be installed between the sidewalk and front exterior wall of the unit and/or deck area
    - Wiring and transformers should be installed out of view to prevent tripping hazards
G. **External Tubs** - Hot tubs, whirlpools and jacuzzis are prohibited.

H. Architectural Change or Improvement Application -

Section 1:

Date: _____

Name(s): _____

Address: _____

_____

Phone Number: _____

Section 2:

Description of Change or Improvement: _____

_____

_____

_____

_____

_____

Attachments to include:

- Sketch of change or improvements showing all pertinent information related to said change or improvement, including but not limited to, colors, dimensions, construction materials, location of change or improvement in relation to property lines, unit and neighboring property or other structures or objects, or physical features of property, including but not limited to swales, trees, utility transformer, vaults, etc.
- A copy of your survey
- A legal description of your property

Section 3: Application Affidavit

- I hereby agree to obtain all necessary building permits and to comply with all applicable building codes and begin the change and/or improvement within 30 days after approval, with completion within 90 days of start.
- I hereby agree to comply with the Declaration of Condominium and all Association By-Laws, and Rules and Regulation in respect to this architectural change and/improvement, and that all changes and/or improvement shall be within my lot lines.
- I hereby agree to defend, indemnify and hold harmless the Association, its unit owners, members of the Board, employees, and Managing Agent from all loss, damage, liability, judgments, court costs, attorney's fees, interest or any other costs, penalties arising out of this change and/or improvement.
- I hereby understand and agree that I am responsible for the future upkeep, insurance and maintenance of said change and/or improvement. Further, should said charge interfere with any maintenance responsibility of the Association, I agree to remove my change at my expense.
- I hereby agree to record this application and necessary supporting documents with the Register of Deeds of the County in which the property is located within 14 days after approval by Association, and supply the Association with a copy thereof within a reasonable amount of time. All recording costs shall be at my expense.
- I hereby agree to permit the Association access to my property for purposes of enforcement of this Application.
- I hereby agree that failure to comply with any of the above requirements may result in the revocation of the approval of my change and/or improvement and removal of my change and/or improvement and restoration of my property to a condition that existed immediately before approval of this application. All necessary costs and expenses to restore my property shall be at my expense, including but not limited to, construction costs, and consequential expenses, such as attorney's fees, court costs, permit fees, etc. Notwithstanding anything to the contrary, the Association, at its discretion, shall have the right and power to enter my property and repair said change and/or improvement should it fall into a state of disrepair which is not corrected within 14 days after written notice to me. All costs connected with such repair shall be charged to my assessment account and be collected by methods authorized by the Declaration, By-Laws, Rules and Regulations of the Association and Laws of the State of Wisconsin.

- I hereby agree and understand that this Application shall be binding on all successors, devisees, heirs, assignees, and transferees of my property. I further agree to inform them of the terms and conditions contained in this Application.

Section 4: Notice

All notices shall be deemed delivered if delivered personally to Applicant or members of his family 14 years or over or mailed to the named applicant at his last known address by first class mail with postage prepaid

Section 4: (For office use only)

Date Approved: _____
Date Rejected: _____

Signature: _____
Signature: _____

I. **Landscape Permit** - The undersigned hereby requests permission to plant the following described tree(s), shrub(s) or garden(s) at location(s) indicated on the attached drawing. The undersigned understands that should said planting be on the common grounds, the planting(s) shall become the property of the Association, and the Association reserves the right to subsequently remove or relocate said planting(s) should it/they interfere with any Association purpose. Further, the undersigned understand that the Association shall have no obligation to replace said planting(s) should it/they die naturally or as a result of removal and/or relocation.

Name: _____

Phone Number: _____

Signature: _____

Description of Planting(s) _____

_____

_____

_____

For Board Use Only
Date Approved: _____
Date Rejected: _____

Signature: _____

Signature: _____

IV. Assessment Policy

A. **General** - The Association is funded by dues paid by each member. The dues are to be paid by the first of each month. Payment should be made by sending in your check to Lakes Property Management payable to Prairie Wind Townhomes Condominium Association, Inc. Please use the payment cards provided. If you did not receive them, call Lakes Property Management. You will not be billed monthly for your assessment.

B. **Delinquency** - Any assessment not paid by the first of each month

C. **Late Charge** - A late charge of $50.00 shall be charged if payment of Association dues or assessments is not received on or before the 5th of each month. A reminder letter will be sent. Should the balance remain unpaid after thirty (30) days subsequent to the reminder letter, a certified letter shall be sent indicating that if payment is not made within fifteen (15) days, legal action will be initiated. Repeat offenders shall be referred to an attorney for collection after thirty (30) days, rather than forty-five (45) days.

D. **Legal Proceedings** - The Association reserves the right to file liens or initiate legal proceedings against any homeowner who is delinquent. All court costs and attorney fees will be added to the arrearage of the homeowner.

E. **Rule Violations** - Any penalties levied by the Board of Directors for Association rule violations not paid within fifteen (15) days of the Board's decision shall be deemed delinquent and subject to the above assessment enforcement procedures.

F. **Special Assessments and Capital Contributions** - From time to time, the Association may levy a special assessment or assessment for capital contribution. All the above assessment procedures apply to the special assessments.

G. **Revocation of Privileges** - All association privileges and voting rights are automatically revoked if the homeowner is delinquent.

H. **Declaration Provisions** - The Declarant, the Association, or any owner, shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declarations, By-Laws and Rules. Failure by the Association or by any owner to enforce any Covenant, Restriction, By-Law or Rule contained therein shall in no event be deemed a waiver of the right to do so thereafter.

V. Enforcement of Rules

A. **Fine System** - Violation of any Covenant, Condition and Restriction of the Declaration, By-Laws or Rules shall be subject to a penalty not exceeding $1,000 per violation and revocation of privileges until said penalty is paid and the violation is corrected.

B. **Procedural Rules** - No penalty shall be assessed unless a hearing is held in accordance with the following procedural rules:

- A complaint can be made by any Homeowner, Board member, Committee member or Lakes Property Management.

- Formal Complaints must be filed in writing within 10 days of the occurrence using the Complaint form or a letter containing the following information:
    - Complainants name, address and phone number
    - Alleged Violator's name and address
    - A description of the violation including date(s), time(s), and location(s)
    - Name, address and phone number of any witnesses

  Use of the Complaint Form is encouraged and the form is made part of this manual:
- The completed Complaint Form (or letter) is to be sent to Lakes Property Management for routing to the Board of Directors. A Complaint Hearing Notice shall be delivered by personal service or mail to the Complainant, alleged Violator and Witness(es) within 35 days of the date of the alleged violation and within a reasonable time before the hearing date, but not less than 30 days.
- Formal complaints will be heard at a Board Meeting by the convened quorum of the Board of Directors. If the complaint involved a Board member, then he or she cannot participate in any decision relevant to the complaint.
- Continuances shall be granted for cause, except each side shall be allowed one continuance without showing cause. Cause is defined as Complainant, alleged violator or witness is out of town, ill or a death in the family has occurred. Requests for a continuance must be communicated to Lakes Property Management, for routing to the Board of Directors, within a reasonable time before said hearing date.
- **Burden of Proof**
  Violation - unanimous Board decision required of the quorum convened
  Penalty - majority Board decision required of the quorum convened
- **Enforcement** - The Association may initiate one or more of the following: Take legal action (e.g. lien on the violator's property); Physically take action to remove architectural violations, etc. if the homeowner has failed to do so within the time granted by the Association, Assess a fine for violation of any Association rule or provision in the Declaration or By-Laws, the assessment of a fine shall not limit the Association from pursuing any other remedy under the law, etc.

  All costs related to said Association action shall be charged to the homeowner and shall be added to any penalties already assessed and shall be subject to the enforcement and collection provisions stated in these rules.
- **Definitions -**
    a) Final Decision: Any decision of the Board of Directors is final

b) Consolidation: Where two or more complaints are filed against a homeowner for the same claimed violation before a decision of the Board of Directors is rendered, they will be heard at the same time and the decision of the Board will be considered as one violation.

- **Inconsistencies** - All penalties or parts of penalties inconsistent with the Declaration of By-Laws are hereby repealed

C. Complaint Form

Witness(es) To Alleged Violation

Witness's Name: _____

Unit #: _____

Email Address:_____

Phone No: _____

Name, Address & Unit No of any other Witness(es):

_____

_____

_____

Information Concerning Alleged Violation

Violator's Name:_____

Unit #:_____

Email Address: _____

Phone No:_____

Section(s) of Declaration, By-Laws or Rules and Regulations Violated:

_____

_____

_____

_____

Witness(es) Affirmation
I/we make the above statements based on my personal knowledge and not upon what has been told to me/us. I/we will cooperate with the Association and it's attorney to provide additional statements or affidavits, and in the event a hearing is called by the Board. I/we will appear to testify to the above
Signature_____ Date_____

Signature_____ Date_____

Signature_____ Date_____

Signature_____ Date_____

D. **Complaint Hearing** - failure to appear may result in a default being entered against you in the form a fine.

VI. **Garbage, Recycling and Collection** - Owners shall comply with all rules and regulations of garbage, recycling and collection of the City of Lake Geneva.

VII. **Insurance**

A. **Common Areas** - The Association provides insurance on the common areas, comprehensive general liability coverage, directors and officers liability coverage, workers compensation coverage and fidelity coverage.

B. **Units** - Owners are required to purchase a condominium owner's insurance policy (H.0.6) and send certificates of insurance to Lakes Property Management on an annual basis.

VIII. **Limitations, Use and Occupancy Restrictions**

A. **General** - Between October1st and March 30th it is mandatory that all residents must have their heat on and set no lower than 60 degrees Fahrenheit. Additionally, residents are required to shut off the water supply to their unit when they are gone for more than 48 hours. It is recommended to turn off the circuit breaker to the water heater and open the cabinet doors below the kitchen and bathroom sinks to prevent freezing pipes. The water supply valves can be found in the utility room. If you have any problem locating your valves, please contact the management company. Failure to turn "on" heat and shut "off" water and a leak occurs, you will be held responsible.

B. **Animals** - No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except for dogs and cats and other animals defined by custom practice to be household pets in the Wisconsin area. All pet owners are responsible for the cleaning up after their pets on the Lots and Common Areas, immediately after defecation. Owners shall display visible means of picking up defecation waste. All pets must be kept on a leash when not within a unit. All animals must be attended to at all times when not inside a unit. Attended means within the visible or audible control of the owner or his/her quests.

C. **Commercial Activities** - No commercial activities of any kind, unless otherwise provided by Declaration, By-Laws, or Rules and Regulations, shall be conducted on any lot on the property, except activities intended primarily to service residents of the property.

D. **Nuisances** - No nuisances shall be permitted. Nuisances shall be defined as any activity which disturbs the peaceful enjoyment of the lots and common area: affects the health, safety and welfare of the residents, owners and property, and detracts or threatens to detract from the property values of the lots and common areas.

E. **Easements** - No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction in the flow of drainage, or obstruct or retard the flow of water through drainage channels.

F. **Vehicle Repair** - Unit owners are residents and are restricted to repairing only their own vehicles. All repairs shall be restricted to the driveway and garage of

said unit owner. No repairs of any vehicles shall be allowed on streets or in common areas.

G. **Clotheslines** - Clotheslines are prohibited. Hanging laundry is not permitted on decks, patios or exterior areas.
H. **Garage Doors** - Garage doors shall be kept closed at all times when not in use for purposes of removing or installing vehicles or equipment, or for other purposes of cleaning or maintaining.
I. **Littering** - No homeowner or his/her guests shall throw, discharge, dump or deposit, or cause, suffer or procure to be thrown, discharged, dumped or deposited in their lot or in the common areas, the pond or any of the surrounding retention areas or storm sewers, any garbage, refuse, trash, rubbish, waste, objects or any other pollutants.
J. **Retention Pond Use Limitations** - No person shall be permitted to perform any activity along the banks of the ponds or on the pond. Activities include, but are not limited to walking, running, standing, fishing, boarting, swimming, ice skating, playing, digging, etc. The only expectations to this rule are activities performed by Association agents, employees or contractors for Association purposes. Bank is defined as that area between the edge of the water and the edge of the grass.
K. **Tents** - Tents are prohibited
L. **Group Parties** - Use of common area for group parties is prohibited without prior written consent of the Association. The owner of the group at whose request the use of the common area is being granted shall be responsible for cleaning the common area and restoring them to the condition that existed prior to group usage.
M. **Holiday Decorations** - All outside decorations are to be maintained and removed no later than two (2) weeks after the official holiday.
N. **Wildlife Feeding** - Wildlife feeding shall be confined to limited common area only. Feeding intended primarily for wild birds, other than waterfowl, is permitted from approved bird feeders on limited common elements only. Feeding of all other wildlife is prohibited. Installation of bird feeders is allowed without prior written approval of the Architectural Control Committee provided they are installed in accordance with the following guidelines:
    - Two bird feeders per unit
    - Overall size shall not exceed 1 Vfe cubic feet
    - Wood surfaces shall be natural in color. Metal surfaces shall be black or match the house color.
    - Feeders shall be placed approx, five (5) feet above the ground and either hung from a tree or installed on a pole. Feeders are prohibited in the parkways, the common area, or the front of units

    Unit owners are responsible for periodic clean up of any waste bird feed which may accumulate
O. **Enclosing Decks and Patios** - Enclosing decks and patios is prohibited

P. **Sports Equipment** - Basketball backboards are prohibited. Portable sporting equipment and children's recreational items may be used, but shall be taken down daily and stored out of view.
Q. **Window Air Conditioners** - Window air conditioners are prohibited.
R. **Thermostats** - Owners shall not set their thermostat lower than is necessary to prevent freezing and contraction.
S. **Window Coverings** - Any window covering placed over exterior windows shall be white in color so that all exterior curtained windows shall appear similar in nature.
T. **Central Air Conditioning Covers** - All covers placed on exterior air conditioning units shall be white in color.
U. **Grill Use** - No hibachi, gas-fired grill, charcoal grill, or other similar devices used for cooking, heating, or any other purpose, shall be used or kindled on any balcony or under any overhanging portion or within 10 ft of any structure. U-: listed electrical ranges, grills, or similar electrical apparatus shall be permitted.

IX. Maintenance

A. **Definition** - Common area shall mean all those portions of the subdivision designated as such on the plats of subdivision for the real property described herein and all private streets.
B. **Common Area** - The Association shall maintain, repair and replace the Common Area.
C. **Townhomes** - The Association shall paint, maintain, repair, replace and tuck point all exterior surfaces of the Townhomes, excluding glass surfaces and patio area. This includes, but is not limited to, siding, roofs, chimneys, gutters, downspouts and shutters necessitated by normal wear and tear. The Association shall not be responsible for the maintenance of consequential damage to the interior surfaces of the townhouse.
D. **Landscaping** - The Association shall maintain and replace all landscaping on the common elements and the lots. The Association shall maintain and replace all original landscaping installed by the Developer on the lots. Any approved additions to limited common elements landscaping added by owner shall be the maintenance responsibility of the owner. In addition, the Association shall have no obligation to maintain landscaping which is surrounded by shrubs or other objects preventing access.

   Should any original landscaping on a lot die, it shall be the duty of the owner to notify Lakes Property Management so an inspection can be performed to determine the cause of death and the species of plant involved. Under no circumstances shall the plant be removed until the Association shall have made an inspection. Removal before the inspection may, within the discretion of the Association, be deemed a forfeiture by the owner of the right to replacement at no charge.

The Association maintenance does not include a duty to water. Owners are responsible for watering all landscaping on their lots. In addition, should landscaping die as a result of the negligence of the owner, the owners shall be responsible for replacement. If the dead landscaping is not replaced after notice from the Association, the Association may replace said dead landscaping and back charge the owner for the cost.

E. Maintenance Service Request Procedure - For those items which are the maintenance responsibility of the Association, unit owners are requested to contact Lakes Property Management for service.

F. Quick Index:

Prairie Wind Townhomes of Lake Geneva
Maintenance Responsibility-Quick Index

Unit	Association	Homeowner
Exterior Painting	X	
Gutters and Downspouts	X	
Exterior Unit Surfaces	X	
Lawn Maintenance	X	
Snow Plowing Drives Only	X	
Utility services from main building (Includes gas, electric, telephone, water, cable storm and sanitary sewers)	X	
Foundation (exterior surface only if accessible from exterior)	X	
Coach lights	X	
Address Numbers	X	
Concrete Walks, Stoops	X	
Driveways	X	
Garbage Collection		X
Glass Surfaces		X
Snow Removal Walkways	X	
Repairs not due to wear and tear		X

Patio/Deck Areas		X
Windows and Screens All		X
Doors-All		X

Common Areas	Association	Homeowner
Snow Plowing Streets/Guest Lots	X	
Water Main	X	
Sanitary Sewers	X	
Storm Sewers	X	
Detention Areas	X	
Street Lights	X	
Streets	X	
Retaining Walls including lower level walk-outs	X	
Developer Fencing	X	
Trees	X	
Landscaping	X	
Common Walks, Paths, Streets, Guest Parking Areas	X	

X. Parking and Roads

A. General - Unit owners are entitled to use the Guest Parking Areas which are in the Common Area as provided in F.

B. Prohibited Vehicles - Campers, trailers, boats, snowmobiles, commercial vehicles and travel homes, non-running, or illegally parked vehicles are prohibited from parking in the community, except that such a vehicles are prohibited from parking in the community, except that such a vehicle may be parked inside a garage as long as such vehicle allows the garage door to be completely closed. Violation of this rule may result in the vehicle being towed at the owner's expense.

Temporary parking is permitted for a period of up to thirty (30) minutes for loading and unloading of such vehicles. Moving trucks, vans, or trailers will be permitted on the day of move in or move out for owners, or tenants, but may not be parked overnight in the community, and must not inconvenience other owners, tenants, or service vehicles such as US Postal Services or garbage and recycling trucks.

C. **Parking and Regulations** - All owners and residents shall comply with all Village ordinances, State laws and all posted or marked traffic signs or symbols, as well as, all notices distributed by the Association via the newsletter, email or otherwise.

   All vehicles whether those of an owner or that of a tenant must be properly licensed with State license plates and stickers properly displayed on the vehicle. Violation of this rule may result in the vehicle being towed at the owner's expense.

   Vehicles of an owner, tenant, or guest may not block areas where service or government services would be inconvenienced. This would include such services as the US Postal Services or garbage and recycling trucks.

   Owners or tenants of units may not block another owner or tenant's driveway or access to a garage.

D. **Overnight Parking** - No vehicle may be parked on any street in the community for more than fifteen (15) minutes between the hours of 1:00 am and 6:00 am.

   Overnight parking guests are allowed to park in the Guest Parking spaces while visiting, provided the unit owner or tenant is in residence at the unit at the same time. If the owner or tenant is not in residence, but has granted permission to a guest to use the unit, then guests are expected to park in the appropriate garage or driveway.

   Overnight parking or storage of vehicles in Guest Parking areas is prohibited for extended periods of time (e.g. vacations) for those guests visiting an owner or tenant of the community. Vehicles, instead, should be stored in the owner or tenants's individual garages or on their designated driveways. During winter months, vehicle owners must comply with the regulations outlined in Item E-Snow Removal, found below.

E. **Snow Removal** - No vehicle may be parked on any street in the community after an accumulation of two (2) inches or more of snow until the snow has stopped and the streets have been plowed.

F. **Parking Areas** - The parking areas are to be used by the guests of unit owners. They are not to be used by the homeowner in lieu of homeowners's own parking spaces unless written authorization is obtained from the Board of Directors. The parking areas are not to be used to store vehicles or other homeowner

equipment or articles. Violation of this rule may result in the vehicle being towed at the owner's expense.

Homeowners should try to avoid parking in guest parking areas during high activity weekends or holidays, so that ample parking is available for the guests of our community.

G. **Speed Limit and Usage** - Speeding is prohibited. Motor vehicles are to be confined solely to roads and driveways. They are never to be driven, parked or washed on any grass-covered area.

XI. Alterations to Unit - No structural alterations or alterations to any walls shall be made without prior written approval of Architectural Committee and Board of Directors.

XII. Sales and Leases

A. **Sales and Refinancing** - All owners must notify Lakes Property Management Company of their intent to sell or refinance. Homeowner must request an assessment letter from Lakes Property Management in writing. Processing will require five (5) business days. A fee will be charged by Lakes Property Management for this service.

B. **Leases** - No unit owner shall lease any unit for less than a term of one (1) year, provided, however, that such lease may allow for early termination upon the sale of a unit. All leases must be made expressly subject to the Declaration, By-Laws and the Rules and Regulations.

XIII. New Construction - Effective, April 29, 2014, All new construction must abide by the following rules:

A. All units are required to have monitoring systems for low temperature, high temperature, smoke detection and CO2.

B. All units must have an easy access main water shut-off valve in each unit.

C. Each unit must have their own water meter and they are responsible for their water consumption.

XIV. Rentals - Your Board of Directors has created and made effective immediately the following Amended Rental Policies, in regards to renting your unit at Prairie Wind Condominium Association. .

Effective 8/1/22, per resolution of the Board rental units to be capped at a maximum amount of 15%. This will allow a maximum of 8 units to be rented at Prairie Wind. If you are interested in renting your unit, please contact the property manager to be added to the current waitlist.

With this decrease in potential rental units, the Board felt it was critical to establish a rental policy and tenant guidelines form. Eligible unit owners must submit a Rental Application to the management company.

The unit owner shall conduct a thorough screening/investigation of prospective tenant(s). This screening will include a public background check (ccap), credit report, employment and landlord history.

The Landlord/Owner or property manager must complete and submit all required tenant information, as required in the Prairie Wind Association Tenant Guidelines to the management company. The landlord/unit owner or designated property manager must also submit and initial all items on the Prairie Wind Association Tenant Guidelines worksheet. It is the goal of the association, to review and provide tenant(s)/lease approval within two business days after all requested information has been received. To cover the costs of this process the association is mandating that any application include funds of $75. The application funds will be written out to Lakes Property Management.

The landlord must obtain written tenant/lease approval from the Board of Directors or the management company prior to providing tenant unit keys and allowing tenant occupancy.

After written Board approval, the unit owner shall submit a signed (by both landlord and all tenants) one year lease, no later than 7 days after tenant occupancy to the Board of Directors or its agent.

In addition to this policy, if you are looking to rent your unit or currently a landlord, you are required to provide a security deposit to the association in the amount of $500. This security deposit will be used for damages and violations your tenant(s) may do during tenancy. The security deposit is to be written out to: Prairie Wind Condominium Association. These funds will be held in a separate account and are refundable, if you no longer wish to rent your unit.

Failure to comply with the Rental Policy will result in a $500 fine and a $25 fine each day until such time that the prospective tenant(s) rental application is approved or the tenant(s) vacates the unit.