

# PRAIRIE RIDGE CONDOMINIUM ASSOCIATION

## ***RULES AND REGULATIONS***

**Amended October 2024**

Please take a few minutes to read through the Rules and Regulations in their entirety so you are well informed of the Associations policies as a few of them have been changed. If you are renting your home, please be sure to forward these rules on to your tenant as it is the obligation of the Owner, and not the Association to communicate with any tenants. Those tenants who have e-mail addresses on file, will receive a digital copy.

***The objective of the Board of Directors is to preserve and maintain the overall integrity of the entire development property.***

### **A. GENERAL RESPONSIBILITIES:**

1. Changes to the common ground area by an individual homeowner are not permitted without the approval of the Board. Common ground is defined for purposes of architectural control as all land in the development and the exteriors of individual homes.
2. Nothing is to be stored on the patio that is visible from the common grounds with the exception of non-collapsible, properly maintained outdoor furniture.
3. A flag may be displayed in an aluminum bracket attached to post trim only on the exterior of the home. Nothing can be attached to the vinyl siding. Restoration of area must occur when item is removed. ARC Application must be submitted in order to be approved.
4. Shade umbrellas, shades, awnings, exterior door or window coverings, tents and screen houses shall not be attached to the exterior of the home, garage or deck without prior written approval from the Board of Directors. ARC Application must be submitted in order to be approved.
5. Energy saving devices, which can be seen, from the exterior of the unit may be installed only with the approval of the Board. ARC Application must be submitted in order to be approved.
6. Swing sets, playbars, basketball backboards and volleyball, badminton, etc. nets shall not be allowed other than on a temporary basis for a special event to last no more than 24 hours. Prior approval and notification to the Board must be received. Small inflatable swimming or wading pools may be used if put away immediately after use.
7. No "for sale" or "for rent" signs, advertising or other displays shall be maintained or permitted on any part of the Common Interest Community except by the Board; except with written permission of "for-sale" or "for rent" signs. ARC Application must be submitted in order to be approved.

8. Clotheslines shall not be attached to the exterior of the home, garage or patio.
9. Signs stating "No soliciting" are permitted on the property.
10. "For Sale" or "For Rent" signs may only be placed in the unit's rock bed, and must be the small push in signs. Advertising signs or other displays may not be maintained on any part of the Units or the Common Elements except with the consent of the Board.
11. Outdoor fireplaces, barbecue grills, barbecue-cooking structures shall not be permanently attached to the patio or to the exterior of the home or garage or to the common grounds. Gas barbecues must have the proper permits and be in compliance with the city regulations and permanent installation must be approved by the Board. Any wood-burning devices must be used 15 feet from the building.
12. Satellite dishes must be pre-approved by the Board of Directors prior to installation. ARC Application must be submitted in order to be approved. See Satellite section.
13. Standard full view storm doors are permitted, however, Board approval must be obtained first through the ARC application procedure.
14. NOISE & DISTURBANCE One's right to peace and quiet is guaranteed by civil law, making it unnecessary to establish rules against its disturbance. Disturbing the peace, as defined by law, is not restricted to late hours, but occurs whenever unreasonable or excessive noise is generated. If your right to peace and quiet is being interfered with, you are best advised, if attempts to reason with the creator of the disturbance have failed, to call the police directly. Management should be notified of such disturbance.

## **B. PARKING GUIDELINES:**

Other than your garage, each owner has two parking spaces on the driveway, located directly in front of their garage door. No Owner or Occupant may store anything in the garage portion of a Unit that prevents use of the garage portion of the Unit for storage of the Owner or Occupant's personal automobile.

**To allow for emergency vehicles parking is prohibited in fire lanes, finger streets (dead ends), and anywhere on Rose Way.** Parking is not allowed on the grass under any circumstances. Hastings city ordinance (Prior Code, § 8.13) (Am. Ord. 519, passed 6-21-2004) states that **parking on any street is prohibited in excess of 24 hours.**

Any abandoned vehicle will be towed at its owner's expense, without prior notice to the vehicle owner.

No RVs, trailers, boats or other large or recreational vehicles may be stored in any driveway, parking area, or other portion of the common areas without the prior written approval of the Association. Violators will be towed at the expense of the vehicle owner.

**PARKING / SNOW REMOVAL:** In order to provide adequate service by the snow removal vendor, street parking is strictly prohibited after a snowfall until plowed to full width. Any vehicle parked on the private streets impeding snow removal, will be considered in violation and be subject to towing without notice, at the owner's expense.

**DRIVEWAY CARE:**

DO NOT spill gas, oil, antifreeze, turpentine, or any petroleum products on the asphalt, these substances cause damage to the surface. Homeowners are responsible for cleaning the spills from the surface immediately. Repairs for these damages will be charged back to the owners account.

**C. HOUSEHOLD PET REGULATIONS:**

1. Domestic pets are permitted on the common grounds only when "on-leash" and under direct control of a responsible person. No more than 3 cats or dogs or the combination thereof will be permitted in any one unit.
2. Breeding or keeping of animals for sale or profit is expressly prohibited, as is keeping of dangerous animals as defined by the City of Hastings.
3. Pets must be on a leash. The City of Hastings ordinance allows for pets to be under verbal control, but the Prairie Ridge rules and regulations do not.
4. Under no circumstances will a pet's containment area be outside of the home.
5. No unattended tethering of pets to or on common ground.
6. The owner is responsible for cleaning up after pets (IMMEDIATELY).
7. Pets must not be allowed to damage bushes, sod, trees or any other plantings or garden beds. The homeowner is responsible for repairing any such damage within 15 days, or it will be done by the Association and the homeowner will be assessed for the cost.
8. Complaints about pets creating a nuisance should be submitted to Community Development.

**D. SATELITE INSTALLATION GUIDELINES:**

- A. An antennae may be installed within the Unit by an Owner(s), as permitted by applicable federal law, as follows: (i) one dish antennae 36 inches or less in diameter for the purpose of receiving direct broadcast satellite service or to receive/transmit fixed wireless signals, or (ii) an antennae 36 inches or less in diameter/diagonal measurement designed to receive video programming or to receive/transmit fixed wireless signals other than satellite, or (iii) any antennae for receiving local television broadcast signals.
- B. The satellite must be installed and/or removed by an individual who is licensed and certified in low voltage installations and trained in servicing satellites.

- C. The installer should not remove any roof vents. Any damage will be the unit owner's responsibility. DO NOT cut into the vent, or on top of the vent. If your home is not wired for satellite, the installer cannot go through the roof vent; **ALL cable wire must be completely hidden from view. Screws/bolts used to secure the dish/antennae to the unit shall be treated with a water resistant product, such as silicone, caulk or tar. In the case of a satellite removal all holes must be filled with a water resistant product.**
- D. Any damage to the exterior of the unit and subsequent costs to repair shall be the responsibility of the owner.
- E. The Board requires that the antennae and wires be installed so as to minimize their visibility from the front of the Unit and otherwise camouflage their appearance, unless such requirements would (i) unreasonably delay installation, (ii) unreasonably increase the cost of installation, maintenance or use of the antennae, or (iii) preclude reception of an acceptable quality signal. Any antennae installation shall be subject to all governmental laws, codes and ordinances.
- F. All satellite dishes are subject to inspection by the Association at any time, and in any case of faulty and/or non-compliant installation, the Community Manager will notify the owner who will be instructed to correct the faulty installation within one week. If it is not corrected the Association will disconnect the dish until such time it can be installed correctly. All charges for such process and necessary repairs will be charged back to the homeowner.
- G. If a satellite is installed incorrectly it may void the roof warranty.
- H. Any dish regardless to size that requires further support must use "S" clips for the wires and dish to be properly installed.

## **E. ASSOCIATION SERVICES AND OTHER HELPFUL INFORMATION:**

The monthly assessments are used by the association to cover the costs of maintenance including snow removal and lawn care, insurance for the dwelling, utilities, and trash removal. Below are some of the Association Services along with a brief summary of the policies that are covered by your monthly assessments.

### **A. TRASH REMOVAL**

Please put your trash by the end of your driveway by 6:00 a.m. the day of pickup. Pickup day is Thursday, trash cans are allowed in the driveways on the day of trash pick up and the previous evening. Tennis Sanitation provides a container for each residence. Please call Tennis to make arrangements for pick up of large items. The owner will be billed directly by the rubbish service for the pickup charge for large items.

### **B. RECYCLING**

The City of Hastings and the Association encourage recycling. Currently, the city recycles glass, metal cans, plastic bottles and paper products, such as newspapers and cardboard boxes. They do not accept Styrofoam, shiny paper and loose cardboard, such as that from pizza boxes. Tennis Sanitation will deliver to you a recycling container to store your recyclables.

### **C. LAWN MAINTENANCE:**

The current lawn contractor mows the lawn weekly. They also provide specific services, such as fertilizing, spraying for weeds and shrub trimming. Please make sure that no items are left in your yard that could interfere with lawn service. These items include garden hoses, children's toys, etc. Each owner is asked to periodically check their yard for unusual items, such as small animals digging in the ground. Any concerns of any emergency nature should be reported to the Management Company. Other comments, including written follow-up, should be sent to Community Development.

### **D. SNOW REMOVAL**

The contract covers plowing of the driveways and the streets when 2 or more inches of snow falls. The contract also states that each owner's steps and sidewalk plus the area surrounding the mailboxes will be shoveled. Owners are asked to avoid parking in the driveways during the period when the snowplows are removing snow. If a car is parked in a driveway the plow will not be able to plow around it. During times when there has been a large amount of snow, the service will make one pass in the driveways and then come back to complete further snow removal. Please call the Management Company with any questions.

### **E. INSURANCE**

The outside and structure of the units are covered under a blanket insurance policy held in the name of the Association. The premium for this insurance is paid through your association payment. The current company providing coverage is Associations Insurance Agency, Inc. We have a \$5000.00 deductible per occurrence.

The Association insurance policy DOES NOT cover the contents of your home. It is strongly suggested that you carry contents and liability for your homes' contents. Please contact the agent of your choice.

**NOTE:** ABSOLUTELY NO BUSINESSES CAN BE RUN OUT OF YOUR HOME. IT IS FORBIDDEN BY THE ASSOCIATIONS GOVERNING DOCUMENTS AND THE INSURANCE COVERAGE.

No Owner, Occupant or other Person may do or keep anything in any Unit or in the Common Elements that will increase the rate of insurance on the Common Interest Community without the Board's prior written consent. No Owner or Occupant may permit anything to be done or kept in his or her Unit or in or on the Common Elements that will result in the cancellation of insurance on the buildings or contents thereof.

### **INSURANCE CLAIMS:**

All claims are to be filed by the management company. Please notify them if you have a loss. *The master policy for your association includes blanket building coverage for your building and unit back to its original specifications. The association has a \$5,000 standard deductible, and a \$10,000 wind/hail deductible. Please*

*make sure your personal contents insurance policy (HO-6) has both deductible / loss assessment coverage in at least these amounts **as they will be assessed back to the Owner(s) affected by the claim.***

To insure continued coverage please note, inexpensive covered damage is sometimes not filed as a claim with the insurance company but paid out of Association funds. (Too many claims can cause cancellation of our policy.)

#### **F. ARC GUIDELINES: ARCHITECTURAL CONTROL:**

This committee consists of the Board of Directors. This committee also reviews any structural and landscaping change requests. Owners cannot change the exterior appearance of their town-homes without written approval by the Board (please see Declarations section).

Please submit a written request for either structural or landscaping changes along with diagrams. These requests should be sent to the Management Company. In the case of landscaping changes, you will be asked to sign a contract stating that any plantings outside of the normal landscaping will be removed and the grounds restored to the original state if and when you move.

ARC Application is attached for your convenience, or you may contact your Management Company to request the application.

Owners may not lease their Units for any period less than nine months. Owner and the tenant must have a written lease agreement; the lease agreement must obligate the tenant to observe and adhere to the Governing Documents of the Association; the lease agreement shall expressly state that the Association is an intended third party beneficiary of tenant's obligation to observe the terms of the Governing Documents; and the Owner must deliver a copy of the lease to the Association before commencement of the lease term.

#### **MANAGEMENT CONTACT INFORMATION**

MJF and Associates, Inc.  
1940 So. Greeley Street, Suite 104  
Stillwater, MN 55082  
Matthew J. Fee  
Contact: matt@mjfandassociates.net

#### **EXTERIOR MAINTENANCE RESPONSIBILITY CHART:**

The chart below reflects the exterior maintenance items and if it is an Association Responsibility or Homeowner responsibility.

\*\* Denotes limited common element and **may** be charged back to the owner per the Governing Documents.

## EXTERIOR MAINTENANCE OBLIGATIONS

	<u>Maintain</u>	<u>Repair</u>	<u>Replace</u>
Siding	A	A	A
Roofs	A	A	A
Garage Door Panels **	A	A	A
Storm Door	O	O	O
Gutters/Rain Diverters	A	A	A
Downspouts	A	A	A
Driveways	A	A	A
Exterior Light Fixtures	A	A	A
Light bulb replacement (above address)	A	A	A
Light bulb replacement- Front door	O	O	O
Light bulb replacement- Patio	O	O	O
Mailboxes	A	A	A
Retaining Walls	A	A	A
Shutters	A	A	A
Exterior Railings	A	A	A
Front Door & Frame **	A	A	A
Glass (Windows & Patio Door)**	A	A	A
Chimney	O	O	O
Window Washing	O	O	O
Patio **	A	A	A
Window & Patio Door Frames **	A	A	A

"O" = Owner

"A" = Association