

**RULES AND  
REGULATIONS  
FOR  
PRAIRIE POINTE  
NEIGHBORHOOD  
ASSOCIATION**

Adopted 09/24/2014

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## INTRODUCTION

A successful homeowner's association is a community of owners who share pride of home ownership. The success of any community is founded on the principles of common decency, respect and consideration for the basic rights of neighbors. These Rules and Regulations will serve as a ready reminder and reference of the various obligations residents have to one another in day-to-day living. As we wish to strengthen the upkeep of our community, we are confident you recognize the need for rules and regulations to ensure a pleasant, comfortable and enjoyable environment.

These Rules and Regulations are based on the following criteria: Preservation of property value Elimination of tangible annoyances Protection and maintenance of the Common Areas and Easements, Avoidance of unnecessary Association expense and services, Elimination of potential health risks, Preservation of aesthetics, and Maintenance of architectural integrity.

Provisions for these Rules and Regulations, and the authority for enforcement, are contained in the Declaration of Covenants, Conditions and Restrictions ("Declaration"), by which your property is bound. It is recommended that Homeowners thoroughly review the Declaration of Covenants, Conditions and Restrictions for the Prairie Pointe Neighborhood Association ("Association") for additional information regarding rights and responsibilities or ownership. The following Rules and Regulations are intended as a supplement to the Declaration, not a replacement. All provisions of the Declaration not referenced in this document remain in full effect and must be adhered to by all Owners and residents. It is the responsibility of each Owner to make their guests, residents, tenants, vendors and service providers aware of the restrictions of these governing documents. **However, it is the Owner, as a member of the Association who remains responsible for the conduct of guests, residents, tenants, vendors and service providers.** Ignorance of the Rules and Regulations is not a defense.

These Rules and Regulations are not meant to be unduly restrictive or infringe on the rights of individuals. They are set forth to ensure the full enjoyment of your home and surroundings. Cooperation by everyone is both requested and expected. The laws and ordinances of the Village of Streamwood, Cook County and the State of Illinois are fully applicable within the confines of Prairie Pointe Neighborhood. These Rules and Regulations will be reviewed on an ongoing basis, and may be amended as appropriate by a majority vote of the Association's Board of Directors ("Board"). All Rules, Regulations, Covenants, and Restrictions contained in the Declaration and By-Laws are incorporated as part of these Rules and Regulations and are subject to the enforcement policies as set forth in the final section of these comprehensive Rules and Regulations. These Rules and Regulations shall be effective upon adoption by the Board of Directors.

Homeowners wishing to suggest an addition or change to an existing specific rule or regulation should make their request in writing to the Association's Management Company. Such requests will be reviewed and voted upon at the next subsequent Board of Directors meeting, and a written reply will be provided as to the decision of the Board.

Adopted this 24<sup>th</sup> day of September, 2014.

Respectively submitted,

*The Board of Directors*

Prairie Pointe Neighborhood Association

## **SECTION I: Management Company**

The Association employs a professional management company to advise and assist the Board in carrying out its duties. A primary responsibility of the Management Company is to receive and process Owner and resident questions, concerns and/or requests. Currently, our Management Company and contact information is as follows:

Mperial Asset Management, LLC  
110 North Brockway Street - Suite 320  
Palatine, IL 60067

Phone: 847-757-7171

Fax: 847-757-7171

Email: MperialAssetManagementLLC@gmail.com

## **SECTION II: Annual Assessment Collection Policy**

Each Assessment year begins on January 1<sup>st</sup> and ends on December 31<sup>st</sup> of that same year. The amount of each year's proposed Annual Assessment is determined by the Board of Directors taking account of planned expenditures and the requirement for proper maintenance and upkeep of the Common Areas and Easements. The Annual Assessment is included in the annual budget, which is voted upon by the Board of Directors, and once adopted becomes policy.

In December or January of each year, each Homeowner will be sent an invoice notifying them of the amount due. Payment is due on or before the due date listed within this invoice. If payment is not received within 30 days of the due date, a \$25.00 late fee will be added to the Homeowner's account, and the Homeowner will receive a reminder of the amount due. If payment is not received within 60 days of the due date, an additional \$50.00 late fee will be added to the Homeowner's account. The Homeowner will receive a warning letter regarding the amount due. If payment is not received between 60 and 90 days after the due date, an additional \$100.00 late fee will be added to the Homeowner's account, and the account will be turned over to the Association's attorney for collection and legal action. In this case, the Homeowner will be responsible for any and all legal fees incurred in addition to the Annual Assessment and all accumulated late fees. All of the above actions will be taken automatically in any and all cases of delinquency.

In cases where a Homeowner has received notification that a late fee is due and they submit payment of the base Annual Assessment without including the late fee, that late fee will be doubled and due immediately.

The above rules also apply to any Special Assessment issued by the Board of Directors.

## **SECTION III: Architectural Standards**

Pursuant to Article V, Section 1 of the Declaration of Covenants, Conditions and Restrictions for the Prairie Pointe Neighborhood Association, no landscaping or construction of a building, fence, wall or other structure shall be commenced, erected or maintained nor shall any addition to or change or alteration thereto be made (except interior alterations), until the Declarant or its beneficiary, assigns or successors has approved such landscaping, construction or installation in accordance with the terms hereof.

An application for approval for an alteration to the exterior of the home must first be submitted to the Management Company (see "Alterations and Additions Application, Exhibit I) and the Homeowner must receive written approval from the Board of Directors before work may be started. Such exterior alterations include, but are not limited to, additions, fencing, decks, and in ground swimming pools. Above ground

swimming pools that are over twenty four inches (24") in height and more than eight feet (8') in diameter or length are prohibited.

No excessive storage shall be permitted under decks or on patios. No freestanding storage sheds or containers are allowed on homeowner property without approval of the Board of Directors.

No exposed or exterior radio or television transmission or receiving antennas shall be erected, placed or maintained on any part of such premises including specifically, without limitation, satellite dishes, unless 18" or less in diameter and then only when a) approved by the Board of Directors under these standards or b) completely screened from view from the public roadway and adjacent properties and c) located within the Building Envelope. All such receiving antennas with the exception of such approved satellite dishes shall be placed in the attic or elsewhere entirely within the premises.

Homeowners are responsible for repair of any damage caused to the exterior of their home or another home, the surrounding areas and/or to the Common Areas or Easements as a result of an alteration or addition by the Homeowner.

Only four (4) foot high black vinyl coated chain link fencing may be constructed (unless otherwise required by ordinance with respect to swimming pools). The location of the fence must only be on the perimeter (or inside the perimeter) of any side or rear yard of any Lot. Fencing must be placed at least ten (10) feet from the split rail fence installed at the boundary between any Lot and either Lot B or Lot # as depicted on the Plat of Survey. Certain styles of black cast iron gated fencing will be considered by the Board for approval on a case by case basis.

If any alteration or modification is made without the required prior written consent of the Board, the alteration will be deemed to have been undertaken in violation of the Covenants and Rules and Regulations. All unapproved alterations or modifications may be required to be removed until Board approval is granted, and are subject to fines imposed for infractions. In no event may any alteration or modification be allowed to remain if in violation of any of the Covenants and Restrictions contained in the Declaration.

#### **SECTION IV: VEHICLES, GARAGES AND DRIVEWAYS**

All vehicles must observe all speed and traffic regulations. Vehicles with abnormally loud exhaust systems, such as motorcycles, sports cars, and scooters, shall be driven in such a manner as not to disturb residents.

All panels of a Homeowner's garage door(s) must be uniform in color. It is unacceptable to have panels within the same door that are two-toned. It is also unacceptable to have two (2) different colors on two (2) different doors (for those who have a three (3) car garage consisting of one (1) – two (2) car garage door and one (1) – one (1) car garage door).

The asphalt portion of a Homeowner's driveway must be maintained. Cracks and other damage shall be repaired. Regular seal coating is required. It is at the Board's discretion to determine when a Homeowner's driveway has been excessively neglected and requires seal coating.

Driveways are not to be used for long term unsightly activities (i.e., major auto repairs or as determined by the Board of Directors).

Parking on village streets must conform to village rules. No vehicle belonging to a Homeowner or a guest shall be parked in such a manner as to impede passage in the street or to prevent ready access to another homeowner's driveway. Homeowner mailboxes are also not to be blocked by parked cars as this may result in a skipped mail delivery.

Firewood shall be stored in garages or another enclosed area, not in or on exposed exterior surfaces.

No commercial vehicles, construction or like equipment, recreational vehicles or boats, mobile or stationary trailers of any kind, junk, dilapidated or disabled vehicles or large items of personal property not intended primarily for use on the Lot shall be permitted on any Lot within the Property unless kept in a garage and completely enclosed, except such construction vehicles as are necessary for the period of any approved construction. Vehicles in violation of this Rule and Regulation may be towed at the homeowner's or vehicle owner's expense. Snowmobiles may not be operated anywhere on the Prairie Pointe Neighborhood property, including any and all Common Areas and Easements.

## **SECTION V: LANDSCAPING, PATIOS AND DECKS**

Homeowners are required to maintain all exterior portions of his or her home in a neat, clean condition, including without limitation, the exterior siding, paint, brick, doors, windows, shutters, driveways, walkways, paths, patios, decks, and landscaping. Dead landscaping located on a Homeowner's Lot is the responsibility of the Homeowner and shall be removed immediately. Dead landscaping on the Common Areas or Easements is the responsibility of the Association. Homeowners may notify the Management Company of any landscaping that requires attention. Notification must be made in writing. Replacement of dead landscaping on the Common Areas and/or Easements is at the discretion of the Board.

Installation of fencing, patios and decks need to be first approved by the Board in writing.

The appearance of decorative window shutters must be maintained. Faded or damaged window shutters should be refreshed, repaired and/or replaced.

Siding should be free of visible debris or mold. Visible debris or mold should be removed by power washing or other appropriate removal method. Damaged siding should be repaired and/or replaced.

All landscaping shall be kept in acceptable condition as determined by the Board of Directors, and is to have a neat, clean, weed-free appearance. Bed lines should be edged so that grass does not encroach into the planting bed(s). Mulch should be used in planting beds to control weeds and increase curb appeal. All weeds, leaves, rubbish, debris or unsightly materials or objects of any kind shall be regularly removed from the Lots and shall not be allowed to accumulate thereon.

The Village of Streamwood Code states that grass shall be cut on a regular basis so that it does not exceed six inches (6") in height. The preferred grass height is two and a half (2-1/2") to three inches (3"). It is the responsibility of the resident to keep their yard free of dirt, debris, garbage and similar materials.

Outdoor holiday decorations must be removed no later than one (1) month after the particular holiday. In the event that said decorations are not removed within the time period provided, the Association may seek such removal at the homeowner's expense.

## **SECTION VI: COMMON AREAS AND EASEMENTS**

Homeowners are urged to assist in maintaining all Common Areas and Easements, especially by removing any visible debris.

No storage of any kind will be allowed on any Common Areas and/or Easements within the Association.

Homeowners will not discharge refuse or other objects onto Common Areas, Easements, nor into sewers at any time under any circumstance. Those residents or guests found discharging refuse or debris are subject to a fine of up to \$500.00 per offense.

Homeowners are prohibited from placing, maintaining, constructing, or planting any improvements, landscaping or other items, including but not limited to fences, decks, stairs, walls, irrigation systems, trees or other vegetation, in any Association Common Area or Easement.

## **SECTION VII: SAFETY & SECURITY**

It shall be a violation of these Rules and Regulations for any person within the Association to make, continue, or cause to be made any loud, unnecessary or unusual noise which, at the Board's discretion, either unreasonably annoys, disturbs or endangers the comfort, repose, convenience, health, peace or safety of others within the Association.

All correspondence regarding complaints, vandalism, prowlers, disturbances, trespassers, etc. should be directed to the Streamwood Police Department by calling 911. If any suspicious activities are observed, please notify the police immediately. Write down any license plate numbers you observe.

In the interest of safety, all exterior house lighting should be functional and turned on from the hours of dusk to dawn.

Fireworks of any kind are strictly forbidden as they violate Illinois State Law.

It is unlawful to burn leaves, refuse, garbage or other similar materials in the Village of Streamwood.

No newspaper, clothes, sheets, blankets or laundry of any kind shall be used as window treatments. Temporary window treatments using the above must be removed within a period of four (4) weeks. Window treatments, permanent or temporary, that appear damaged or unkempt are not allowed, and are to be repaired and/or replaced as necessary. Window treatments shall be natural in color on the side facing the exterior.

Garage doors are to be kept closed at all times, except when they are being used or when a resident is present. Doors need to be kept closed for a neat appearance, as well as for the safety of your family and the safe keepings of your personal property.

## **SECTION VIII: GARBAGE AND RECYCLING**

Per the Village of Streamwood, garbage and/or recycling containers should only be placed outside for collection after 5:00pm the night before collection and must be at the designated curbside area no later than 7:00am on the day of pickup. Containers are to be removed from the street no later than 9:00pm on the collection day.

All garbage must be placed in sealed reusable containers (cans) or sealed impervious (plastic) bags so that it cannot be windblown. Materials in recycling containers should be secured on high wind days. Bags and containers cannot exceed 33 gallons and may not exceed 50 pounds in weight. Overweight or over capacity containers may not be picked up. Any litter remaining on the ground or surrounding areas after garbage pickup should be removed by the Homeowner.

Garbage cans or similar containers shall not be kept on driveways or other exterior locations, except as reasonable in connection with weekly trash collection.

Homeowners must properly dispose of toxic and/or pollutant chemicals or keep stored in a secure location. These chemicals include, but are not limited to, automotive fluids, lawn chemicals, and insecticides. Do not dump these chemicals into storm drains.

Additional information on refuse collection, recycling, landscape/yard waste, and disposal of household furnishings, appliances, and construction/remodeling debris is available at [www.streamwood.org](http://www.streamwood.org).

## **SECTION IX: ADVERTISING AND SIGNS**

No advertising signs or billboards shall be erected, placed or permitted anywhere in the association except as follows. The Board, at its discretion, may request removal of signs if they exceed the indicated limitations.

Only conventional "For Sale" or "For Rent" realty signs may be placed on the homeowner's property. These signs are limited to two (2) signs per property. "Open House" signs for advertising are allowed on the day of the open house only. Four (4) signs may be posted and these signs may be erected on the morning of the open house, and must be removed within two (2) hours of the conclusion of the open house.

Commercial and charitable solicitors are required to register and obtain a solicitation permit through the Village of Streamwood Village Clerk's office. Solicitors may not approach a residence displaying a "No Solicitors" decal. These decals are also available at the Clerk's office. Residents are encouraged to report violations to the Streamwood Police Department by calling 911.

Temporary political signs are permitted but are limited to four (4) signs per property. Signs sized over two (2) feet by two (2) feet are not permitted. Political signs must be removed within ten (10) days of the election for which they are promoting.

Signs indicating the use of a security system, invisible dog fence or similar features are permitted.

## **SECTION X: PETS**

No animals other than dogs, cats or other animals reasonably considered to be household pets shall be kept by Homeowners anywhere on the property; nor shall any animal be raised, bred or kept on the property for commercial purposes. Furthermore, it is against Streamwood Village Code for any person to keep more than three (3) adult dogs, cats or other animals. The person responsible for the pet(s) must remove all excrement deposited anywhere within the Association immediately. Owners who do not clean up after their pet(s) will be fined \$25.00 for the first violation and \$50.00 thereafter for each violation.

Homeowners are responsible for the actions of their pets. No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage the property of any other resident, the Common Areas or Easements. Any and all damage incurred by a pet(s) to grass, trees, and/or vegetation shall be the sole responsibility of the Homeowner responsible for the pet(s) and all charges incurred for replacement shall be billed directly to the Homeowner responsible for the pet. The Association's contracted landscaping service will replace damaged vegetation and/or grass (damaged grass will be replaced with sod not seed).

No pet shall be permitted on the Common Areas or Easements at any time without the presence of its Homeowner, and dogs must be on a leash at all times in these areas. No pet shall be tied to a stake, tree, building or in any manner be restrained on the Common Areas or Easements without the presence of its Homeowner.

Scattering of food for wildlife is not permitted.

Dog houses, dog runs or any other permanent outdoor structures are not allowed.

Invisible dog fences are allowed on Homeowner's property only. No invisible dog fence can extend beyond the Homeowner's property into Common Areas or Easements without prior written approval of the Board and/or Village of Streamwood, whichever is appropriate.



Any pet causing a nuisance, unreasonable disturbance or safety concern for other Homeowners shall be permanently removed from the premises by Homeowner upon three (3) days written notice from the Board to the Homeowner of the pet.

## **SECTION XI: GARAGE SALES**

A permit must be obtained from the Village of Streamwood Village Clerk's office. There is a \$1.00 permit charge. Sales are permitted between the hours of 9:00am and 5:00pm. Signs may be on either the premises of the sale, or on other private property with the permission of the property owner. Garage sale signs are prohibited on any utility posts, sign posts, or within the public right of way.

## **SECTION XII: HOME OFFICES**

Home offices are allowed, but Homeowners shall not conduct a business out of the home that results in excessive customer traffic to the neighborhood.

The business or business activity shall follow all Local, State, and Federal laws and ordinances that may apply. It is the sole responsibility of the Homeowner to be in compliance with all applicable laws.

A home-based occupation is permitted so long as it does not change the residential neighborhood atmosphere, as determined by the Board, or infringe upon the rights of abutting and adjoining Homeowners.

The business or business activity may be deemed a nuisance if it is detectable via sight, hearing or smell.

The Association assumes no liability for any such business or business activity. The Homeowner assumes any and all responsibility and liability inherent in his or her business or business activity.

There shall be no commodity sold or service rendered that requires delivery to or shipment from a residence other than by passenger-sized motor vehicle.

The business or business activity shall be conducted in such a manner that it does not create parking or traffic congestion for the abutting or adjoining neighbors or for the immediate neighborhood.

## **SECTION XIII: SELLING AND MOVING**

The following procedures are to be followed if a Homeowner is planning to sell his or her residence.

The selling Homeowner must notify the Management Company thirty (30) days in advance of the sale of the residence. The Management Company will then notify the Board promptly.

The selling Homeowner shall provide to the Association's Management Company a formal written notice of the proposed date of closing once a closing date is confirmed. Included must be the name, address, phone number and alternate phone number of the proposed new Homeowner and a completed Prairie Pointe Neighborhood Resident Information Sheet, which can be obtained from the Management Company. This information shall be provided at least thirty (30) days prior to closing.

The prospective buyer will be required to fill out and sign a form signifying that they have received, read and understand the Prairie Pointe Neighborhood Association Declaration, By-Laws and Rules and Regulations.

Any debris that remains after a moving procedure or delivery has been completed shall be removed and disposed of properly at the expense of the property's Homeowner within twenty-four (24) hours of the moving procedure. If the property Homeowner fails to do so within the prescribed amount of time, the Board shall have

the right to dispose of the debris as they see fit. Any charges associated with the Board's action will be charged back to the property Homeowner.

#### **SECTION XIV: LEASES**

All leases must be for a minimum of six (6) months.

No subleases by the lessee will be permitted.

No leases with the intent of hotel, motel or transient purposes shall be permitted.

Every lease shall be in writing and shall provide that the lessee agrees to abide by the provisions of the Declaration, By-Laws and Rules and Regulations of the Association.

All renting owners and tenants will be required to complete and return to the Board the Association's official "Rider to Lease" form (see Exhibit II) agreeing to compliance with all the provisions of the Declaration, By-Laws and Rules and Regulations of the Association.

A copy of each lease and an attached fully completed "Rider to Lease" Form must be delivered to the Management Office no later than ten (10) days prior to occupancy by the tenant.

Each Homeowner shall be responsible for the actions of his or her residents, guests, invitees, tenants, tenant's residents, tenant's guests and tenant's invitees.

All tenants must be given a copy of the Declaration, By-Laws and the Rules and Regulations that have been adopted by the Association. It is the responsibility of the Homeowner to provide these documents for the tenant and to inform them that they are obligated to obey their provisions. The homeowner is ultimately responsible for assuring that his tenants abide by all provisions and restrictions imposed by the Association's documents. If a tenant violates the provisions of the Association's documents, the Homeowner is held responsible.

All Homeowners who do not reside in their homes must provide the Management Company with their permanent address and telephone numbers where they may be reached in an emergency, both at home and at their place of employment. Any expense incurred by the Association in locating a Homeowner who fails to provide such information will be assessed back to the Homeowner.

In addition, any Homeowner who fails to provide this information will have waived their right to receive notices at any address other than the address of the renting Homeowner's residence located within the Prairie Pointe Neighborhood and the Board shall not be liable for any loss, damage, injury or prejudice to the rights of the Homeowner caused by any delays in receiving notices.

The Homeowner is obligated to pay all of the Association assessments, all special assessments of the Association and any special fees, charges or fines imposed by the Association or its Board of Directors.

In the event of any violation of the Declaration, By-Laws, Rules and Regulations, or other instruments by the tenant or any resident, guest or invitee of the tenant, the Board, in its discretion, may proceed with any action at law or in equity against both the tenant and the Homeowner.

#### **SECTION XV: ENFORCEMENT OF RULES**

The Board and Homeowners have the right to enforce, by proceedings at law or equity or by other means deemed appropriate, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declaration, By-Laws, and these Rules and Regulations. The failure of the Board to enforce

any provisions of the Declaration, By-Laws, and Rules and Regulations shall in no event be deemed a waiver of the right to do so thereafter.

Random exterior walk-throughs may be performed as a means to check for violations. Any Homeowner of the Association may report a violation of these Rules and Regulations by contacting the Management Company in writing. In the case of a minor issue, Homeowners are urged to resolve the issue between themselves. In the event the issue is not resolved within a reasonable period of time, a Homeowner may notify the Management Company in writing. The Board has the right to request a hearing if necessary to evaluate a claim of violation.

If a Homeowner violates or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws, and/or Rules and Regulations of the Association, the following shall occur:

#### FIRST NOTICE

Upon a finding of a first violation, the Homeowner shall be notified in writing via email or first class mail by the Board or Management Company.

If any Homeowner feels that he/she has been wrongfully or unjustly charged with a violation, the Homeowner may proceed as follows: Within ten (10) days after the Homeowner has been notified of the violation, the Homeowner shall submit, in writing, a protest to the Board of Directors, stating the reason(s) the Homeowner feels he/she has not committed a violation. Should a protest be filed, a hearing on the matter shall be held before the Board at a date to be provided.

At the hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation. After a full hearing, the Board shall state its determination regarding the alleged violation. The decision of the Board shall be final and binding on the Homeowner. Payment of charges under this policy shall not become due until the Board has completed its determination. However, other legal or equitable remedies may be pursued by the Association during this time. Notification of the Board's determination shall be made in writing. Failure of a Homeowner to request a hearing within the above mentioned timeframe shall constitute a waiver by the Homeowner of a hearing and the violation and fine shall be binding.

#### SECOND NOTICE

Upon finding of a second violation, the Homeowner shall be notified in writing by email or first class mail by the Board of Directors or Management Company. At this point, a \$25.00 fine will be incurred by the Homeowner for not addressing, rectifying, correcting or repairing the violation as it was outlined in the first Notice of Violation and the Notice of Determination.

#### THIRD OR SUBSEQUENT NOTICE

Upon finding of a third violation, the Homeowner shall be notified in writing by Violation", see The Board of Directors or Management Company. At this point, an additional fine of \$100.00 will be incurred by the Homeowner for not addressing, rectifying, correcting or repairing the violation as it was outlined in the first and second, or subsequent Notice(s) of Violation. In this event, the Board may institute legal action against the Homeowner. Also in this event, it is at the Board's discretion to authorize an outside vendor or service provider to address, rectify, correct or repair the violation at the Homeowner's expense.

#### CONTINUING OFFENSE

If the Board determines that a violation is of continuing nature, the Homeowner shall be fined at a continuous rate of \$10.00 per day until the violation ceases and the Board has been made aware of the compliance.

Matters of further or continuing violation will be forwarded to the Association's attorney for appropriate legal action, including injunctive relief, Forcible Entry and Detainer, or Lien Foreclosure. The Homeowner shall be financially responsible for all legal fees incurred by the Association as charged to the Association by the attorney. Notifications may also contain such demands as are necessary to protect the interests of the

Association in accordance with the provisions of the Declaration, By-Laws and Rules and Regulations of the Association.

The Board reserves the right to waive the notice or warning letter(s) when the violation is, in the sole discretion of the Board, serious enough to warrant immediate legal action.

Any Homeowner charged with a violation resulting in a fine(s) shall pay all charges assessed within thirty (30) days of notification that such charges are due. Failure to make the payment within this time shall subject the Homeowner to all of the legal or equitable remedies necessary for the collection of same.

The remedies listed herein are not exclusive, and the Board may, in addition, take any action provided for in the Declaration and By-Laws to prevent or eliminate violations of the Rules and Regulations of the Association.

Notices are deemed made when deposited in the United States mail, postage prepaid, to the Homeowner at the Homeowner's last known address, or via email, absent delivery failure.

In the event that a violation results in damage to any element of the Common Areas or Easements, or has resulted in any unauthorized architectural condition on the Common Areas or Easements, the Association shall proceed to have the violation corrected, and the homeowner shall be assessed for the full cost of labor and material(s) required.

All documents associated with violations of the Declaration, By-Laws and/or Rules and Regulations will become part of a Homeowner's permanent file.

Homeowners are entitled to vote as long as they are current with respect to payment of assessments *and* violation fines.

Disorderly and/or disruptive conduct by Homeowner observers at Board of Director meetings will not be tolerated. Any Homeowner dismissed from a Board of Director meeting for disorderly conduct is prohibited from attending the next two (2) consecutive meetings.

# ADDITIONS & ALTERATIONS FORM

I, \_\_\_\_\_, Owner of Address  
\_\_\_\_\_, intend to make additions and/or  
alterations to my Unit pursuant to the summary below and attached  
specifications. I understand I am fully liable for any damages resulting  
out of the work, must await written approval from the Board and/or  
Management Company, and should obtain certificates of insurance from  
any/all contractors to limit my liability.

PROPOSED ADDITION/ALTERATION:

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Application Date: \_\_\_\_/\_\_\_\_/\_\_\_\_      Start:      \_\_\_\_/\_\_\_\_/\_\_\_\_  
Complete:      \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Approved

\_\_\_\_\_  
Date Approved

**PLEASE INCLUDE ANY/ALL CONTRACTOR PLANS  
OR DOCUMENTS TO AID IN REVIEW**

EXHIBIT II: RIDER TO LEASE

PRAIRIE POINTE NEIGHBORHOOD ASSOCIATION

RIDER TO LEASE

This Rider is added to the attached lease in accordance with the Rules and Regulations of PRAIRIE POINTE NEIGHBORHOOD ASSOCIATION. By this Rider, the undersigned parties to said lease expressly acknowledge that every lease and the parties thereto, shall be subject in all respects to the provisions of said Declaration as well as the By-Laws and Rules and Regulations of the Association, and any failure by the lessee to comply with the terms thereof shall be a default under the lease.

The Board of Directors of PRAIRIE POINTE NEIGHBORHOOD ASSOCIATION (the "Board"), shall be a third party beneficiary of said lease and shall be entitled to pursue all legal and equitable remedies available to either party under the lease in the event of any default. No rights of the Board shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same.

\_\_\_\_\_  
Lessor (Landlord)

\_\_\_\_\_  
Lessee (Tenant)

\_\_\_\_\_  
Lessor (Landlord)

\_\_\_\_\_  
Lessee (Tenant)

Date: \_\_\_\_\_

NOTE: A signed original of said lease and this Rider must be given to the aforesaid Board/Management for its files in accordance with the Rules and Regulations of the Association.

=====

Please complete the following for the Association's use only.

Lessor Information:

Tenant Information:

\_\_\_\_\_  
Emergency Phone - Home

\_\_\_\_\_  
Emergency Phone – Home

\_\_\_\_\_  
Emergency Phone - Work

\_\_\_\_\_  
Emergency Phone – Work

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City, State and Zip code