

PRAIRIE HILLS TOWNHOMES CONDOMINIUMS
CONDOMINIUM RULES and REGULATIONS

As Amended August 17, 2021 – Please refer to the Condominium Documents for additional Owner Information.

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These rules and regulations relating to the use of the Common Elements and units of the Condominium are intended to enhance the general enjoyment of life at the Condominium. These rules supplement the provision of Wisconsin law, the City of Madison ordinances, the Declaration and By-Laws, all of which also regulate the use and enjoyment of the Condominium. They are designed to give Unit Owners the greatest degree of personal freedom consistent with the rights of others using the Condominium. The Rules set forth below are adopted and may be amended by the Board of Directors of the Association.

A. General Use and Occupancy

- (1) Each of the units shall be occupied and used only as a residence by the respective owners thereof, their tenants (prior approval having been obtained), families, invitees and guests and for no other purpose.
- (2) The common areas and facilities shall be used only for the purposes for which they are intended. The common areas and facilities shall not be obstructed, littered, defaced or misused in any manner. Common walks, park areas and other common areas and facilities shall be kept free from rubbish, debris and other unsightly materials.
- (3) No unit owner or occupant shall, except in specifically designated storage areas, place, store or maintain objects of any kind in the walkways, grounds, or other common areas.
- (4) Every unit owner or occupant shall at all times keep their unit in a clean and sanitary condition.
- (5) Every unit owner or occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by either the State of Wisconsin or by the City of Madison or adopted by the Association.

(6) The use of the unit and the undivided interest in the common areas and facilities appurtenant to such unit shall be consistent with existing law and the Declaration of Condominium and the Association's By-Laws.

(7) Unit owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such ways as to be injurious to the reputation of the condominium.

(8) No outdoor clotheslines may be erected and nothing shall be hung or exposed on any part of the common areas and facilities.

(9) A unit owner shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the exterior walls of their unit, and no sign, awning or shutter shall be affixed to or placed on the exterior walls or roof, or any part thereof, or on or about any common area or limited common area, without the prior written consent of the Association, including "For Sale" signs of any type. Notwithstanding the foregoing:

a. Signs that support or oppose a candidate for public office or referendum question may be displayed to public view from inside a unit as long as the sign is no more than 24 inches by 24 inches in size, is placed no more than 60 days prior to the pertinent election or vote, and is removed within 7 days of the pertinent election or vote; and

b. Owners may place up to three signs on the property for the purpose of an open house. They may be posted in the morning of the open house and must be removed one hour after the open house ends or one hour after dark whichever comes sooner. No sign may be posted longer than two consecutive days and must be taken down daily. Permitted placement of signs: 1 sign located directly in front of the unit listed for sale/having the open house. 1 sign at the entrance to the property, Dorchester entrance. 1 sign located at PD and Dorchester. Any signs remaining after the time length for posting will be removed. Any cost incurred by the association in removing the signs/cleaning up, will be charged to the owner of the unit.

c. A U.S. flag may be respectfully displayed outside of a unit, as long as the flag is no larger than 3 feet by 5 feet.

(10) Unit owners shall not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement or hereditament.

(11) No unit owner, and no family member, guest, lessee, licensee, invitee or agent of any unit owner shall discharge or permit to be discharged on the property any air rifle, air pistol, bow and arrow, slingshot or other weapon, or any firecracker, fireworks or other explosive device.

(12) No unit owner or occupant may alter, change or remove any furniture, furnishings or equipment from the common areas or facilities.

(13) A unit owner shall be liable for the expense of any maintenance, repair or replacement to the common areas and facilities and/or other Units rendered necessary by their negligence or by that of any member of their family or their guests, animals, employees, agents or lessees.

(14) A unit owner shall inform the Manager of any planned sale of their unit and of the closing date, when known.

B. Decks and Patios

(1) Nothing shall be hung from deck railings that will detract from the outward appearance of the building.

(2) Decks and patios shall be kept and maintained in orderly and presentable condition and shall not be used as a storage area. Trash and litter (i.e. cigarette butts) must be disposed of immediately and shall not be allowed to accumulate.

(3) No grills of any type may be used on the upper floor balconies of any unit or within 10 feet of any building on the premises. All grilling must be conducted on the ground level of the condominium units and must be ten feet away from the building. No propane tanks

may be stored or operated within ten feet of combustible construction even on the ground level.

C. Parking and Parking Stalls and Garages

(1) Use of common parking areas located adjacent to the private street serving the Condominium is limited to unit owners, their guests, invitees and tradesmen for up to 72 hours. Notice of any violation of this rule will be given by the Manager, and, if such a violation continues after notice, the cars will be towed off the premises at the expense of the offenders.

(2) No parking of any vehicle of any kind shall be permitted for any purpose, except emergency vehicles, along or about the private street serving the Condominium unless the vehicle is parked in a common parking stall within the common parking areas as depicted on the Condominium Plat.

(3) Parking areas shall not be used for any mechanical work on vehicles except in an emergency.

(4) All boats, trailers, and recreational vehicles must be kept within unit garages and shall not be parked overnight in common or limited common areas including driveway approaches to garages.

(5) Garage doors shall be maintained in their closed position except during access to and from the garage interior and for reasonable garage maintenance and cleaning during daylight hours.

(6) No unit owner shall be permitted to park in excess of a total of two (2) personal vehicles in limited common areas or common areas without prior written approval of the association. Vehicles which are inoperable or offered for sale (for periods extending

beyond 48 hours) shall not be parked or stored on the condominium property unless stored or parked within a private garage.

D. Animals

(1) Livestock, poultry, or other animals shall not be allowed or kept in any part of a unit or common areas except chinchillas, hamsters, gerbils, guinea pigs, rabbits, birds, small reptiles (common household pets, kept within the Unit), and 2 cats or 2 dogs or a combination of 1 cat and 1 dog or a total of 2 other animals that are approved but no more. The dogs may not exceed 35 lbs fully grown. Any dog over 35 lbs fully grown will need approval by the board of directors. Variances and request for guest animals must be in writing and pre-approved by the board of directors. The dogs that are strictly forbidden are as follows: Akita, Chow, Pit Bull, Staffordshire Terrier, Presa Canario, Rottweiler, Doberman, Sharpei, any Wolf Hybrids, Dalmation, and Great Dane.

Cats and dogs must be neutered or spayed. Cats do not have to be declawed.

Animals may be kept by the unit owners in their respective units; but shall not be kept, bred or used therein for any commercial purposes. Guest animals may be allowed for a reasonable period of time with the advance written approval of the Board of Directors.

(2) No animal shall be permitted to cause a nuisance or an unreasonable disturbance. If such animal causes a nuisance or unreasonable disturbance, the owner thereof will be given an opportunity to rectify the problem. If the owner fails to control his or her animal, then removing the animal permanently from the condominium may be required if the Board of Directors reasonably determines that less drastic alternatives have been unsuccessful or would be futile.

(3) Animals are not allowed to have free run of, or be tied or staked on, the Common Elements. When an animal is outside its owner's unit, it must be accompanied by its owner (or designee) who must be able to control the animal, and the animal shall be carried or kept on a leash at all times.

- (4) Owners shall immediately clean all Common Elements and Limited Common elements of their animals' feces.
- (5) Owners are responsible for the health and cleanliness of their animals. The Association may assess owners for all costs associated with fumigation for fleas and ticks emanating from their units.
- (6) Unit owners shall be responsible for personal injuries or property damage to all Common Elements and Limited Common Elements or personal property caused by animals owned by them, their occupants, or guests.
- (7) Trained guide dogs, trained signal dogs, or trained service animals are exempt from any weight restrictions. However, if such trained animal causes a nuisance or unreasonable disturbance, the Board of Directors may require removal of the animal if less drastic alternatives have been unsuccessful or would be futile. The Board would allow the owner a reasonable period of time to find a suitable replacement animal, provided that the problem is controlled to a sufficient degree that the continued presence of the animal during that time does not constitute an unreasonable imposition upon other homeowners in the Association.
- (8) Pest Control: In the event that insects which can cause structural damage (e.g. Carpenter Ants or termites) or pests that carry diseases (e.g. bats) are discovered in the Condominium Unit, the Board of Directors is responsible for taking actions necessary to eradicate the insects or pests. The cost shall be paid as a common expense. In the event that insects which do not cause structural damage (e.g. ants, Box Elder Bugs, etc.) or pests that do not carry diseases (e.g. mice) are discovered in the Condominium Unit, it is the Owner's responsibility and expense to take such measures as the Owner believes necessary for the situation.¹

E. Architectural Control

- (1) No structural changes or alterations shall be made to any unit without prior written consent of the Board of Directors and any mortgagee holding a mortgage on said unit.
- (2) With the exception of satellite dishes as outlined below, no unit owner or occupant shall install any wiring, machines, air-conditioning units or other equipment whatsoever on or to the decks, or the exterior of the building or protruding through the walls, windows, or roof thereof without the prior written consent of the Association.
- (3) The following rule applies to any owner who installs a satellite dish, C.B., television, or other antenna. The rule does not apply to the extent that it conflicts with applicable law:
 - a. Owners must notify the Board in advance of installing a satellite dish or antenna.
 - b. No satellite dishes or antennas may be placed in the common area.
 - c. In the event that adequate reception quality cannot be achieved by installation on the unit's patio/balcony, application may be made to the Board of Directors with a proposed alternative placement for the Board's review.
 - d. Satellite dishes shall be professionally installed, and may not be larger than 3 feet in diameter. Wiring for the dish must be installed through the front or side of the unit and may not penetrate the buildings' masonry exterior. All wires must go through part of the "unit" as defined in Association Documents (windows, doors, door frames, etc.).
 - e. Satellite dish and wiring must be removed upon termination of service or sale of the unit, whichever occurs first, and any common or limited common area affected during removal must be returned to its original condition at owners' expense within 30 days after removal. If the seller does not pay for the expense, the buyer (new unit owner) will be responsible for the cost.
- (4) No Unit owner shall make any additions or alterations to any common area or facilities except in accordance with the plans and specifications approved by the Board of Directors.
- (5) No building or part thereof shall be located outside of the building envelope which is the area of a unit as designated on the recorded Condominium Plat that encompasses the permissible area where a home and the related limited common area are located.

F. Financial Responsibility – Collection Policy

- (1) The regular monthly assessments are due on the fifth day of each month.

- (2) Special assessments, as may be levied from time to time by the Board, and/or any installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the special assessment.
- (3) All payments received will be applied to the oldest amounts due on record. Payments tendered for current amounts due will not be accepted by the Association if the instrument of payment is drafted with a future date (i.e., a postdated check).
- (4) The actual date of the Association's receipt of a payment, as reflected on the ledger of the Association, shall control as to the date that payment was made.
- (5) Any costs incurred by the Association as a result of the return of a unit owner's payment due to insufficient funds, or other similar reason, shall immediately be assessed to the Unit Owner.
- (6) No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association, unless the statement is written in "red," the check or payment instrument is mailed to the attention of the Board of Directors and the reduced payment amount is accepted by motion of the Board of Directors. However, if the Unit Owner has knowledge that the account has been referred to legal counsel for collection, then the payment must be mailed to the Association's attorney pursuant to paragraph 10 below.
- (7) A late fee of \$50.00 shall be assessed against a Unit owner for any payment not received by the Association by the fifth (5th) day after its due date. This late fee assessment shall be made upon each failure by the Unit Owner to remit good and timely payment of any assessment or installment thereof. In addition, unpaid assessments will incur interest at a rate of 1.5% per month (18% per annum) until paid.

- (8) The basic collection system of the Board shall be as follows:
- a. At 15 days past due, a board member or the property manager may call the delinquent owner;
 - b. At 30 days past due, a past due notice may be sent;
 - c. At 45 days past due, a second past due notice may be sent; and
 - d. At 60 days past due, the matter may be referred to the attorney for collection.
- (9) An administrative fee of \$100.00 shall be assessed against a Unit Owner when a matter is turned over to the Association's attorneys for collection.
- (10) Once a Unit Owner is notified or becomes aware that its account has been referred to legal counsel, then all future payments, until the account is current, must be submitted to such legal counsel for proper application of same, unless the Association's attorney directs the Unit Owner in writing to pay in some other manner. Unit Owners in collection will not receive further statements from the Association's property manager, and their online access to their account balance will be suspended until their account is brought current.
- (11) In the event a Unit Owner ever submits a payment which is thereafter returned for any reason (e.g. insufficient funds or account closed), the Unit Owner shall be automatically assessed \$50.00.

G. Trash Bins

All garbage and recycle containers must be placed back inside of an Owner's unit within 72 hours from the date and time of pick up. This includes any and all tenants as well.

H. Leasing –

(1) No unit shall be leased in its entirety by the owners thereof without prior written consent from the Prairie Hills Condominium Association Board of Directors. Said consent shall not be unreasonably withheld, but is contingent on the following:

a. The Unit Owner must be current on all assessments prior to approval of the lease.

b. The lease requires the tenant to obtain and maintain renters insurance for the term of the lease. A copy of the policy must be provided to the association prior to occupancy. Any changes to the policy must be sent to the association within 48 hours of those changes

c. No lease may be renewed without resubmitting all required materials under the leasing rules.

d. The Unit Owner agrees that the association will continue to communicate with them, even though the unit is leased. If notification of a rule violation is sent to the owner, that owner must notify their tenant, verify compliance and notify management. Tenants will also be notified of the violation, but if not cured or the fine paid within 30 days, the fine shall be assessed to the Unit Owner pursuant to Wis. Stat. Section 703.24

e. Any Unit Owner who sells or transfers ownership via a land contract or other title transfer mechanism must record a legal copy with the Dane County Register of Deeds and provide a final recorded copy to the Association.

(2) Minimum Residency Requirement: No unit shall be leased unless the owners of the unit have occupied the unit for a period of at least three hundred sixty five (365) consecutive days.

(3) Maximum Leasehold Duration: No unit shall be leased for a period in excess of two (2) years and no less than six (6) months. This provision will not be affected by the number of tenants occupying the unit.

(4) Number of Permitted Leases: No more than two (2) separate leases will be permitted for a unit during a one (1) year period and no more than three (3) separate leases will be permitted in a unit during a two (2) year period.

(5) Required Documentation: No unit shall be leased before the unit owner provides copies of all proposed lease documents to the Association Board of Directors or their appointed manager for approval. All lease documents must include an agreement signed by the proposed tenant(s) stating that the tenant(s) will abide to the By-laws, Rules and Regulations of the Prairie Hills Condominium Association.

(6) (II) In the event a tenant of the unit fails to comply with the provisions of the By-laws or these Rules and Regulations then, in addition to all other remedies which it may have, the Association shall notify the unit owner of such violation(s) and demand that the same be remedied within a thirty (30) day period, then the unit owner shall immediately thereafter, at their own cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such violation(s). Such action shall not be comprised or settled without the prior written consent of the Association. In the event the unit owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute such actions as attorney-in-fact for the unit owner and at the unit owner's sole cost and expense, including all legal fees incurred. Said expense shall be deemed to constitute a lien on the particular unit involved, and collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of common expenses.

I. Reserve Transfer Fee

(1) Transfer of Membership. Each membership shall be appurtenant to a Unit upon which it is based and shall be transferred automatically upon conveyance of that Unit.

(2) For the purposes of this provision, "conveyance" shall include a transfer by land contract or similar manner that separates the legal and equitable interests in a Unit.

(3) At the time of each transfer of a Unit, the Buyer thereof or acquirer of title shall pay an additional, one time, non-refundable "New Owner Reserve Fee" Equal to two (2) monthly maintenance fees (condominium dues) for deposit in to the Association's Reserve Fund.

(4) Checks are payable to the Association, Prairie Hills Condominiums and should have a memo that reads Reserve Transfer Fee and the Unit Address.

(5) This Amendment as well as all others and the Condominium Documents are available at the Owners Website.

J. Enforcement and Grievance Procedure Resolution

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

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

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

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

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

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

- (ii) The violation was malicious in its intent.
- (iii) The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.
- (iv) The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. *(i.e. if alterations are made that cannot be restored to their original state.)*

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

(3) **Attorney Fees**

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

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

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

(5) **GRIEVANCE COMMITTEE RULES AND PROCEDURES:**

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

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

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

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

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

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

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

(2) Of the right to counsel.

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

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

(1) The hearing.

(2) The determination and decision

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

(iv) The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.

(v) If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance

shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.

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

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

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

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

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

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

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

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