

# **PRAIRIE LAKE ESTATES HOMEOWNERS COOPERATIVE**

## COMMUNITY RULES AND REGULATIONS

### **1. GENERAL RULES AND RESPONSIBILITIES**

#### **I. The Cooperative is responsible for:**

- a) All underground utilities including water, sewer, gas and electric lines, up to the gas meter, the electric pedestal, and the water meter (unless damaged by the act of a resident or guest);
- b) Snowplowing of roads, driveways, Amended November 20, 2019: common sidewalks, and common area landscaping. Amended November 18, 2021: In the event the board can't secure a snow removal company that falls within the budget (because of extra costs for snow removal of driveways) any additional cost above and beyond what has been budgeted will be divided equally and assessed to each homeowner.
- c) Maintenance of roads and common areas - including trees;
- d) Proper functioning of the water meters;
- e) Common Community Buildings, including the Mail Area.

#### **II. The Cooperative member or home occupant is responsible for:**

- a) Rents are due and payable on the first day of the month and considered delinquent on the 5<sup>th</sup> day of each month. A delinquency charge of \$2.00 per day in addition to the rent due will be assessed each day after the 5<sup>th</sup> day of the month until the balance is paid in full.
- b) Blocking of home for stability, skirting and hook-up to sewer, water, electric, gas, telephone, cable, and the maintenance of the home.
- c) Appearance of the home and lot must comply with State laws, County laws, local laws, ordinances and community regulations. Regular inspection will be done of the lot and exterior of the home. You will be given a 30-day notice, in writing, to comply with the violation(s) being found, unless you are given written permission for more time, which is obtained from the Cooperative. Any violation not corrected within the 30 days allotted, the Cooperative can send in a crew to do the work and charge back a reasonable rate plus up to a \$10 administrative fee.
  - i. Display their home numbers on the home in a manner which is clearly visible from the road in case of emergency (911);
  - ii. Storm doors, windows and screens must be kept in good repair;
  - iii. Residents are responsible for the maintenance and upkeep of the lawns, trees, and shrubs on their lot, and the removal of excess weeds and brush;
  - iv. No winter insulation or bed sheets that are visible will be allowed in the windows or doors; clear plastic insulation is preferred;
  - v. Any damage to the home or any structure on the lot due to fire, which is beyond repair, must be removed within 45 days of the fire.
- d) Skirting on the homes must be in good repair and matching the theme of the home.

- e) All local taxes on the home are the responsibility of the home owner. You may not remove or sell a home unless all taxes are paid and a receipt of payment is given to the Cooperative Board. Also, a permit to move the home must be obtained from a local government.
- III. The speed limit in the park is ten (10) MPH.
- IV. Discharge or use of firearms, archery equipment, and any other dangerous weapons is strictly prohibited.
- V. Only fireworks legal in Wisconsin are legal in the community. Keep fireworks away from homes, cars and trees. Legal fireworks include items such as sparklers, cones, and tubes that emit sparks, and novelty items like snakes, and party poppers. For more information, contact the Wisconsin Department of Public Safety.
- VI. You must clear with the Cooperative any advertising using the PLEHC name and/or giving the community as an address.
- VII. No signs or advertising materials are permitted to be posted on the property or lots without the written permission of the Cooperative Board. No solicitation of any means is permitted within the community.

## **2. OCCUPANCY**

### **A. FOR THE SALE OF HOMES**

- I. Any sale of a home is subject to the approval by the Cooperative Board or Membership Committee; application for the home must be approved prior to new residents occupying the home.
- II. Any resident wishing to sell or remove their home must give thirty (30) day written notice of intent to the Cooperative Board of Directors. Any homebuyer must comply with the Cooperative's procedure for sale of their home. All new residents must be approved prior to purchasing any home in the community.
- III. The sale or rent of any home located within the park must have the prospective buyers or renters complete a criminal background check by the management. Full disclosure of criminal history is required on the rental application. An applicant will not necessarily be rejected based on a previous legal history.
- IV. No rentals or sublease arrangements will be allowed without the approval of the Cooperative Board and signing of a lease agreement and the community Rules and Regulations.
- V. Starting effective with the Cooperative purchase date, all new Prairie Lake Estates homeowners will be interviewed for membership in the Cooperative. A homeowner, not living in the community, is prohibited from joining the Cooperative. Only resident owners are permitted to join.
- VI. Any resident owner who chooses not to join the Cooperative can be assessed a \$10 per month fee.
- VII. A resident selling the home must comply with the disclosure laws of the State of Wisconsin.
- VIII. The Cooperative has the right to inspect the exterior of the home to ensure it complies with preexisting community rules applicable to the maintenance of the home.
- IX. The home is required to comply with any required state and local regulations regarding health and safety.
- X. Change of title and taxes on the home will need to be made current within ten (10) days of sale and a copy of both given to the Cooperative, Amended November 20,2019: to be kept in their personal file in the office. Any home that does not have a current title WITH THE OCCUPANT'S NAME ON

THE TITLE, will be assessed a \$50 per month fee until the title has been adjusted to show the name of at least one current occupant's name.

## B. FOR THE REMOVAL OF HOMES

- I. All taxes assessed against the home are to be paid in full.
- II. In addition, a copy of the permit to remove needs to be given to the Cooperative prior to removal.
- III. The lot is to be cleaned of any trash, debris, and hazards – such as broken stairs, outbuildings in disrepair, broken glass, etc.; Lots left with debris may be subject to clean up fees.
- IV. Any outbuildings which are not up to City building code, decks, etc. must be removed when resident leaves premises. If not removed, the Cooperative will charge the departing resident for any and all removal charges.

## C. FOR HOMES MOVING IN

- I. The Cooperative Board reserves the right to inspect and view any home before it moves into the community; homes may not be older than 15 years and may be reviewed based on guidelines stipulated by the Cooperative
- II. If required by local, state or federal regulations, the age and condition of the home must first be approved by regulating authority
- III. All homes must be skirted within thirty (30) days of entering the community. No storage will be allowed under the home until it has been properly skirted. Proper ventilation and access to utilities must be provided on whichever side they are located.

## D. CURRENT RESIDENTS

- I. Occupancy: A recommendation of one family per unit, per the State of Wisconsin Housing Occupancy Standards. Other exceptions will be considered by the Cooperative Board.
- II. The use of the home is for residential purpose only and conducting any type of business as a storefront within the community from the residence is prohibited.
- III. Sewer/plumbing systems are not to be used for disposal of grease, feminine hygiene products, children's toys, rags, non-bathroom tissues, or any other items which may clog the line. Any charges related to the repair of the lines due to residents' misuse will be charged back to that homeowner.
- IV. The occupant is responsible for securing the home's water lines from leakage or freezing, using heat tape or some other method. The homeowner is responsible for all damages caused by failure to maintain water line properly.
- V. Damages to the Community: All residents are responsible for the actions of their children (under the age of eighteen), guests, guest's children, and pets. Community residents will be required to pay for any and all damages caused by family members and/or guests and pets to the grounds or structures. The safety of residents and guests of the community is essential at all times.
- VI. Residents are to conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is prohibited.
- VII. THIS IS A DRUG-FREE COMMUNITY! Any sale, use or giving of illegal drugs to others in the community is prohibited and is cause for IMMEDIATE EVICTION.

- VIII. ABUSE TOWARDS CHILDREN OR OTHERS IS PROHIBITED! If you are arrested for fighting or abuse of another individual while in the community, you may be evicted immediately. This will be subject to the Cooperative Board review.
- IX. A pattern of repeated police calls and/or citations for members of a household, related to illegal activity, within a 12-month period may be cause for EVICTION.
- X. NO LOUD NOISE OR MUSIC BETWEEN THE HOURS OF 10:00 PM AND 6:00 AM, including generators, unless the power is out in the neighborhood. Keep noise at a moderate level at all times so as not to disturb the quiet enjoyment of neighbors. Excessive pet noise (i.e. a dog barking for hours at a time, etc.) is a finable offense.
- XI. Children playing in the street should be supervised by an adult. For the safety of all, no playing ball-related sports (baseball, basketball, soccer, etc.) may be played in the street. Please ride bikes with care.
- XII. Residents are prohibited from trespassing on other home sites or lots. Please be respectful of your neighbor's space.
- XIII. Children are not to climb any trees or boulders within the park.
- XIV. Dumping of yard waste, garbage or other items such as furniture, tires, etc., on community, Amended November 20, 2019: property is prohibited. Any household violating this shall be subject to a \$25 fine every week until remedied.

### **3. BUILDINGS, STRUCTURES AND LOTS**

- I. Additions: Steps, porches, decks, canopies or any other additions, must be approved by the Cooperative Board in writing before installation begins. *\*Note: any improvements completed prior to the Cooperative purchase date are grandfathered in, but must comply with Wisconsin Building Codes for safety.* The proper permits must be obtained by local ordinance. Any future improvements, such as, Amended November 20, 2019: painting, siding replacement, additions, storage sheds, canopies, car ports, decks or fences, must receive prior written approval.
  - a) **Steps:** Steps to homes are to comply with the Wisconsin Housing Code. Concrete blocks are not acceptable as stairs.
  - b) **Storage Sheds:** Only one (1) allowed per household and limited to 12 feet by 12 feet. Sheds must be placed in a space designated by the Cooperative Board. Sheds must have a treated floor, be secured or tethered to the ground, and the exterior must be in good repair and attractively maintained. The roof must be pitched.
  - c) **Add-on room and additions:** Are all subject to Cooperative Board approval. They must comply with local ordinance and have all proper permits. Any addition must have matching skirting. The Cooperative Board has the right to inspect or have inspected any non-conforming additions. If any addition is judged a hazard or an eyesore, it must be removed.
  - d) Amended November 20, 2019: Permanent Clotheslines are prohibited. Removable temporary umbrella style clotheslines are permitted in the backyard. No clothes drying is permitted on deck railings.
- II. Trash: Every resident of the community has a personal responsibility to help keep the community neat and clean at all times. Proper disposal of refuse and garbage is each community member's responsibility. All garbage must be placed in proper containers. Recycling is mandatory. For the city

garbage and recycling schedule, please contact the operations manager. Amended November 19, 2020: Garbage cans should be positioned at the back, on the driveway side.

- III. Hazardous Waste: Disposal or deposit of hazardous or toxic waste is prohibited. No gas, oil, or car fluids may be stored outside on the lot.
- IV. Appliances, large containers, anything related to a motor vehicle may not be left on lot or around the home.
- V. Burning of leaves, furniture and garbage is NOT permitted.
- VI. The yard should be trimmed around the front, back and side, up to the neighbor's lot. The lawn should be a maximum of three (3) inches tall. If it becomes necessary for the Cooperative to issue a citation for mowing, trimming or removing of garbage, the resident will be given a 24-hour written notice. If the condition is not remedied, a vendor will perform the required maintenance. Residents will be charged a reasonable amount for services, plus \$10.
- VII. Flowers and shrubbery may be arranged to suit occupants however, they may not interfere with any access to infrastructure that the Cooperative will need for maintenance. Any trees, shrubs, sidewalks cannot be removed or added without permission from the Cooperative Board.
- VIII. Any and all digging on the lot must first have the approval of the Cooperative Operations Manager. Before digging, always call the diggers hotline to locate any utility lines.
- IX. Each resident is responsible for their driveway/parking pad and sidewalk/path in front of their home to keep it free from litter and grass trimmings.
- X. Fences are not allowed without the approval of the Community Board of Directors. All fences must be in good repair and comply with the City Housing Code.
- XI. Access and space on the storage lot will be on a first come, first serve basis.
- XII. The storage lot should be kept trimmed; it is the responsibility of those storing items to trim around their items.
- XIII. Any and all requests for property maintenance or community infrastructure issues will be directed to the Cooperative Operations Manager.
- XIV. The community pavilion and grills must be reserved by contacting the office manager or Cooperative Secretary and the area and grill must be cleaned after use.

#### **4. VEHICLES, PARKING AND LAKE USE**

- I. All residents and their visitors are requested to park in their driveway. Please make certain all visitors and guests do not park in a way that blocks a roadway or access point. Parking on lawns, grass surfaces, and community landscaping is prohibited. Exceptions will be made for special events. No boats, travel trailers or campers are allowed to be parked on your lot for extended periods of time. They must all be parked in the designated parking area.
- II. No excessive engine acceleration or revving of engines will be permitted.
- III. Any improperly parked, inoperable, or not currently licensed vehicle will be in violation of the rules. You will be given a 72-hour written notice to fix the problem. If not fixed after such time, it will be towed at owner's expense. Classic cars should be stored neatly and will not be towed.
- IV. Per the City of Kenosha and the Kenosha Fire Department, any car parked on the street must allow a minimum of 20 feet between any other vehicle that is parked on the opposite side to allow for emergency vehicles clearance. Per the HOA, to accomplish this, vehicles will be allowed to park on the sidewalk to allow added space in the road but cannot park directly across from another vehicle.

Whenever cars are parked on opposite sides of the street, there must be a minimum of 20 feet between cars or both cars can be cited. All vehicles must park in the correct direction of traffic.

- V. ATVs and snowmobiles cannot be driven in the community, but can be parked in the residents' own yard and out of public sight.
- VI. Any vehicles parked on the street must be moved to allow for snow removal after accumulation of 1" or more of snow. Any vehicle not moved WILL BE TOWED AT THE OWNER'S EXPENSE! The resident will remove the snow from where the vehicle was or will be charged to have it removed.
- VII. Only minor mechanical repair, such as plugs, tire changes, oil changes, etc., are permitted in the community. No oil is to be left on the street or cement pads and must be cleaned immediately.
- VIII. Well-kept boats, campers, trailers, motor homes, mini-bikes, go-carts, or snowmobiles, etc., are allowed to be stored in the community in an orderly fashion in the adjacent storage lot, if space is available. Please be respectful of storage space. Find alternate storage arrangements if necessary. Amended November 20, 2019: Lot number must be displayed on any personal property stored alongside the lake (kayaks, canoes, boats, etc.) and in the storage area. Members must maintain the area around and under any personal property stored in the storage area. The storage area is for members only. Non-members or family/friends cannot store their items on the property.
- IX. Overnight guests/visitors using a motor home should be parked as not to block traffic or emergency vehicle access.
- X. All residents are required to sign a liability release and wavier for use of the lake. All, Amended November 20,2019: lake usage is done at your own risk. An adult must accompany minors at all time, in the lake area.
- XI. Only residents and their guests can use the lake and piers for fishing or boating. All residents and their guests must have and display the community lanyard when at the lake. Each homeowner is responsible for the five (5) lanyards issued and will be charged \$5 for each lost lanyard.
- XII. No gas-powered motorboats or PWC's of any type are allowed on the lake by residents or guests. Electric motors, wind powered and pedal powered watercraft are permitted from dawn to dusk. All DNR regulations must be abided by.

## **5. PETS**

- I. Amended November 19, 2020: Domestic pets (dogs or cats) are allowed; **a maximum of one dog OR a maximum of one cat and one dog is allowed**. There is a 25-pound adult weight limit preferred on all dogs. **\*NOTE:** All current pets approved prior to the adoption of this new rule are grandfathered in, however, they cannot be replaced with a dog bigger than an adult weight of 25 lbs.
- II. Amended November 20, 2019: Any animal that has bitten someone must be immediately removed from the community.
- III. No residential pets, whether your own or a visitor's, are allowed to be tethered or run unattended or unleashed in the residential area of the community.
  - a. Pets may be exercised off leash in the storage and nature trail areas.
  - b. Any pets creating community disturbances will not be allowed to remain in the community. Pet owners with pets found running freely, Amended November 20,2019: will be issued a verbal warning, for the first offense, then written warning. If the problem is not remedied, you may be subject to a fine of \$25.00 per animal per occurrence or **Animal Control may be called**.

- IV. Proper immunization and identification tags are required in accordance with the City of Kenosha Ordinance Amended November 20, 2019: 14.01A and 14.07B. Proof of immunization and proper registration shall be provided to the PLEHC Office by January 31st of each year.
- V. Amended November 20, 2019: Pets should be quieted after 10:00 PM.
- VI. Pet waste needs to be disposed up immediately and properly. No pet should be defecating in other residents' lots.

**6. LIABILITY**

- I. All residents are liable for damages, injury or loss incurred in their homes and on their lot. Homeowners are required to carry homeowner's insurance.
- II. The Cooperative will use all reasonable efforts to contact residents if and when the Cooperative must turn off water service or other utilities in a way that can affect community residents.
- III. The Cooperative shall not be liable for debt or damage for injury to persons, including homeowners and their guests, or for property damage from any cause related to homeowner's occupancy of the lot. The Cooperative shall not be liable for any damages due or occasioned by or from plumbing, gas, water, sewer, or other pipes or sewage, or the bursting, leaking or running of any pipe, tank, washstand, water closet, or waste pipe in, above, upon, or about said lot or park premises, nor for any damages arising from acts of neglect of co-resident, or other occupants of adjacent or contiguous lots and property.
- IV. The Cooperative shall not be liable for debt or damages for injury or death to persons, including homeowners and their guests, pertaining to use of the lake in any manner. USE OF THE LAKE FOR BOATING AND FISHING IS AT YOUR OWN RISK.
- V. Homeowners shall pay for any expense, damage, or repair occasioned by the stopping of waste pipes or overflow of water, and from any and all damages, not occasioned by reasonable wear and tear, caused by their improper use.
- VI. Homeowners hereby pledge and agree to indemnify the Cooperative and shall hold it harmless from all costs and expenses including attorney's fees, liability loss or other claims or losses. Nothing herein shall deem to release the Cooperative from gross negligence. Except for gross negligence of the Cooperative, homeowners hereby release the Cooperative from any responsibility for any injuries or damages occurring upon or in any way connected with the premises or nearby streets.

These community rules and regulations constitute an agreement between the Prairie Lake Estates Homeowners Cooperative and the individual residents of the lot herein signed upon. This agreement is not subject to any verbal modification. Amendments to this agreement must be in writing between the Cooperative management and the lot renter. These rules and regulations have been fully explained and understood by the undersigned below. Failure to comply with the rules and regulations, or to correct a violation in response to written notices, may result in a violation fine of \$10.00 for each and every occurrence.

\_\_\_\_\_ LOT # \_\_\_\_\_ DATE: \_\_\_\_\_

Homeowners/Lot Resident

DATE: \_\_\_\_\_

\_\_\_\_\_  
Prairie Lake Estates Homeowners Cooperative Representative

**Prairie Lake Estates Homeowners Cooperative**

**AMMENDMENTS TO THE RULES & REGULATIONS**

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**Prairie Lake Estates Homeowners Cooperative**

**Rules & Regulations Changes**

The following change to the Rules and Regulations was approved on August 2, 2015 for allowing members and their **supervised** guests swimming & wading in the lake:

Section 4. X: All residents are required to sign a liability release and waiver for use of the lake for swimming, boating, and fishing. **All swimming, boating, and fishing are done at your own risk.** All minors MUST be accompanied by an adult at all times in the lake area.



**OFFICIAL RECEIPT OF COMMUNITY RULES FROM**  
**Prairie Lake Estates Homeowners Cooperative**

I/We \_\_\_\_\_ hereby acknowledge receipt of a copy of the current Rules of Prairie Lake Homeowners Cooperative and hereby certify that I/we understand and commit to following these rules and regulations while living in the Cooperative. I/We understand that these rules may be incorporated into and form part of the terms of my Membership Agreement, Occupancy Agreement, or lease, and that they may be changed from time to time by vote of the Membership of the Cooperative. Violations may form a basis for eviction.

Address: \_\_\_\_\_

**Homeowner:**

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

Print Name: \_\_\_\_\_

**Adult Occupants:**

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

**Witness:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_