

Policies, Rules & Regulations



Dakota Dunes Community Association, Inc.

Dakota Dunes, SD 57049

DULY APPROVED BY DAKOTA DUNES COMMUNITY ASSOCIATION, INC., INC. BOARD OF DIRECTORS AUGUST 15, 2014 WITH DULY APPROVED MODIFICATIONS MADE MARCH 9, 2015, November 18, 2016 and February 5, 2018, April 19, 2021 and April 25, 2022, March 8, 2024, November 15, 2025, January 1, 2026

Dakota Dunes Community Association, Inc.

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INTRODUCTION

Policies, Rules & Regulations are important in day-to-day community living. When a group of people live in close proximity and share the use of property, which is the case at Dakota Dunes, rules have to be established to define how people use the property, function together to minimize the opportunities for conflict, and expedite the operation of the business of the Association. Besides intending to promote optimizing the enjoyment of the property by all the Owners/Occupants, rules promote and preserve health and safety, and they are essential to preserve property values in the community.

The purpose and focus of the Dakota Dunes Community Association is to:

- Establish covenants and Design Guidelines
- Enforce covenants, Policies, Rules & Regulations and Design Guidelines
- Organize a Board of Directors, Design Review Committee and other committee groups
- Hold Board meetings, neighborhood meetings and provide the membership with updates via minutes and association financials.
- Maintain homeowner communications and database records including names, numbers and email addresses for effective and timely communication to the members
- Enhance the community with landscaping, flowers, monuments and amenities.

The Association DOES NOT have the responsibility for the following areas of the Properties: *(These are the responsibility of the City Improvement District (CID), which is the local Dakota Dunes city government. If you have questions regarding the items the CID is responsible for, please contact the CID at 605-232-4211 to address your questions and concerns.)*

- Streets
- Sidewalks
- Security Patrol
- Parks
- Traffic Policies, Rules & Regulations
- Traffic Signs
- Water
- Sewer
- Snow Removal
- Property Taxes
- Tennis
- Other municipality areas

The Association also DOES NOT have responsibility for these areas:

- Golf Courses
- Schools
- Lots
- Swimming Pool
- Commercial Businesses

Please take the time to familiarize yourself with these *Policies, Rules & Regulations*. This is intended to supplement the CC&R's and the Design Guidelines of the Association.

The Board of Directors of Dakota Dunes Community Association, Inc. is charged under Article IX(3) of the *Declaration* of the Association with the power to "make and enforce reasonable *Policies, Rules & Regulations* governing the use of the Properties, which *Policies, Rules & Regulations* shall be consistent with the rights and duties established by this Declaration".

Every Owner is responsible for full compliance with the *Policies, Rules & Regulations* of the Association by all Unit owners, occupants, guests and visitors. The Board of Directors is charged with their enforcement.

The *Policies, Rules & Regulations* contained in the following pages are in addition to those stated in the Declaration and Bylaws of Dakota Dunes Community Association, Inc.

In the event of any conflict among the provisions of the *Policies, Rules and Regulations* and the Governing Documents, the Governing Documents shall control.

These *Policies, Rules and Regulations* will not reverse any previous action taken by the Board of Directors that was proper under the previous *Policies, Rules and Regulations*.

None of the provisions contained in these *Policies, Rules and Regulations* shall be deemed to have been waived by reason of any failure to enforce the same.

The Board has exclusive authority to approve and implement policies, *Policies, Rules & Regulations*, as it deems necessary, for the purpose of operating and administering the Association and regulating the use of the property. The *Policies, Policies, Rules & Regulations* must be reasonable, lawful, and consistent with the Governing Documents. New or amended *Policies, Policies, Rules & Regulations* shall be effective only after reasonable notice has been given to the Owners.

Dakota Dunes Community Association, Inc.
Board of Directors

DEFINITIONS

ANTENNA	Any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS). A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna provided that it meets FCC standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.
ASSOCIATION	Dakota Dunes Community Association, Inc.
BOARD	The Board of Directors of the Association, as provided in the Bylaws.
BYLAWS	The Bylaws governing the operation of the Association, as amended from time-to-time.
DECLARANT	Shall refer to Dakota Dunes Development Company or its successors.
DWELLING	A building, or a part of a building if there is more than one Dwelling in a building, designed and intended for occupancy as a single family residence, and located within the boundaries of a Unit. The Dwelling includes, without limitation, the garage, which is included within the boundaries of the Unit within which the Dwelling is located.
DESIGN GUIDELINES	Shall mean and refer to the design and development guidelines and application and review procedures promulgated by the Design Review Committee (DRC) for the Properties, as they may be amended from time to time.

DEFINITIONS

GOVERNING DOCUMENTS

The Declaration, the Articles of Incorporation, and the Bylaws of the Association (collectively, "CC&R's"), all of which govern the use and operation of the Association.

MOTOR VEHICLE

A licensed passenger vehicle less than 9,000 pounds gross vehicle weight such as an automobile, a pickup truck, a panel truck, a van or motorcycle that will fit within a garage without extending into the driveway.

MANAGEMENT AGENT

A person or company hired to act on behalf of the Board of Directors in the day to day management of the Association.

OCCUPANT

Any person or persons, other than the Owner, in possession of or residing in a Unit.

OWNER

Any person who owns a Unit. The term "Owner" includes, without limitation, contract for deed vendees, lessees with a lease in a term of one (1) year or greater which specifically provides the lessee with such rights, and holders of a life estate. All Owners are automatically members of the Association.

PERSON

A natural individual, corporation, limited liability company, partnership, trustee or other legal entity capable of holding title to real property.

PLAT

The plat depicting the Property.

PROPERTIES

All the real property submitted to this Declaration, including the Dwellings, Units, and the Common Elements and all other improvements located thereon.

POLICIES, RULES & REGULATIONS

The Policies, Rules & Regulations of the Association as approved from time-to-time pursuant to the Declaration, Article IX, Section 3.

**RESALE DISCLOSURE
STATEMENT**

Required documentation of current financial standing with the Association. Provided to title company at closing.

UNIT

A portion of the Properties, whether developed or undeveloped, intended for development, use and occupancy as an attached or detached residence for a single family, and shall, unless otherwise specified, include condominium units, townhouse units, cluster homes, patio or zero lot line homes, and single-family detached houses on separately platted lots, as well as vacant land.

ENFORCEMENT

Policies, Rules & Regulations are only successful when the rules are reasonable and when the Owners/Occupants support them by complying with them. The Board of Directors of the Dakota Dunes Community Association, Inc. is responsible for the enforcement of the rules.

Reporting Violations

Owner/Occupants are responsible for knowing and complying with the Association's Policies, Rules & Regulations. An Owner/Occupant seeking enforcement of the rule by the Association must provide a written or an e-mail statement (complaint), along with any available supporting documentation such as a photo, to the Management Agent, indicating the rule that was observed being violated, the identity and address to the alleged rule violator, the location of the violation, its date and the approximate time. Anonymous or untimely complaints will not be acted upon.

The Management Agent may also document the violation of a rule during periodic inspections of the community.

Penalties for Violations (except Chronic or Ongoing Violations or for unauthorized tree removal - addressed on pg. 28, 6.10)

Except as otherwise stated herein, the penalties for violations of the *Policies, Rules & Regulations* of Dakota Dunes Community Association, Inc. will be administered as follows for violations that pose no immediate hazard to the Dakota Dunes Community Association, Inc. community. The Board reserves the right to take more stringent action when a violation is viewed as presenting an immediate hazard to the community. In addition, the Board has identified certain violations that tend to be intermittent or ongoing in nature, that will be handled as described on Page 9.

Penalties will be assessed and enforced by the Board or its designees.

1st NOTICE	Warning Letter/Email and/or personal call from Association Management Agent. The First Notice shall identify the specific activity or condition, the requested corrective action and a time period for correction. If the property is a rental property, an identical notice will be sent to the tenant (when contact information has been provided). The property owner is responsible for all violations by tenants or guests. See "Appeal Procedures" directly below this section for more information.
2nd NOTICE OR NON-COMPLIANCE WITHIN 10 DAYS OF FIRST LETTER AND/OR PERSONAL CONDUCT WARNING	Second warning notice for violating the same rule within a 12-month period or 10 days continual non-compliance. In the event the matter is not corrected within the time period specified in the First Notice, or

	<p>as otherwise agreed-to, or no response is received from the property owner, a Second Notice of Violation will be sent by the property manager to the property owner by First Class US Mail, to the property owner's address of record.</p> <p>The Second Notice shall describe:</p> <ul style="list-style-type: none"> • The prior First Notice • The specific Violation • Requested corrective action • The time period for correction, and • That absent corrective action a fine of \$25 per violation may be levied after the Third Notice. Also, a Fine of \$25 may be levied for each day of a continuing violation.
<p>3rd NOTICE- ATTORNEY LETTER</p>	<p>If after the Second Notice a property owner fails to comply, then a Third Notice will be sent advising that a fine for continuing noncompliance or for violating the same rule within a 12-month period (this will continue until the issue is resolved up to 30 days) may be charged to their account. The owner has 10 days to appeal the proposed fine by requesting a hearing prior to the sanction being imposed. Unless a challenge is begun within 10 days of the notices, the sanction stated in the notice shall be imposed. The Third Notice will be sent by the Association's Attorney by both First Class US Mail, and by US Mail, Certified Delivery, return receipt requested, to the property owner's address of record.</p>
<p>ALL FINES ARE DUE AND PAYABLE:</p>	<ul style="list-style-type: none"> • By the first of the following month the fine was issued. • Any fines not paid when due are subject to the Collections Policy & Procedures as set forth on page 13.

Continuing Non-compliance

In the case of continuing non-compliance beyond the date when a fine was assessed (3rd Notice), a fine of \$25/\$50/\$100 per day (30/60/90 days) may be assessed for each and every day of non-compliance. "Continuing non-compliance", as opposed to "offense", refers to those instances when a Unit Owner or Occupant has created a condition which is in violation of the *Policies, Rules & Regulations*. These violations are typically architectural in nature; for example, painting an entry door a different color.

Hearing & Appeal Procedures

The Board provides for an appeal process as described below in order to ensure the opportunity for a fair hearing and due process. At the Board's discretion, a review may be held at a regularly scheduled Board meeting in lieu of a hearing, unless otherwise requested.

1. Alleged violator delivers a written request to the Board through the managing agent requesting a hearing within the ten day grace period provided in the violation notice.
2. A hearing will be conducted by the Board at the next Board Meeting* after the written request is received.
3. Proposed sanctions will be delayed until after the hearing and final decision by the Board.
4. Within ten days after the hearing or review, the Board will communicate in writing the decision to all parties involved. Remedies will be effective immediately.
5. Following the hearing, the violator shall have the right to appeal the decision. To perfect this right, a written notice of appeal must be received by the Management Agent, Board President or Board Secretary of the Association within thirty (30) days after the hearing date. (Bylaws reference: Article III, Section 23 (a-d))

Hearings

The following procedures will govern the conduct of hearings:

1. Any Board Member who has direct involvement in the matter shall excuse him/herself from the hearing process.
2. The alleged violator will be informed of the date, time, and place of the hearing with at least ten days* notice.
3. The Board President will normally chair the hearing and the Board Secretary will

take complete minutes of the proceedings.

4. Attendance at the hearing will be limited to the following persons: Board Members and any agents of the Board; the complainant(s); the alleged violator; and any other persons who have evidence or testimony to offer. Any of the parties may elect to be represented by legal counsel.
5. The hearing will begin with the introduction of all parties present, including the alleged violator, complainant(s), witnesses and the Board of Directors, followed by a statement from the Board President explaining how the hearing will be conducted.
6. Only one person may speak at a time; there are to be no interruptions, shouting, profanity or name-calling; if a speaker begins to repeat him/herself, they will be asked to conclude their remarks if they do not have anything else to offer. Any persons who refuse to abide by these ground rules will be asked to leave.
7. The parties making the complaint will state their complaint, after which both the Board and alleged violator are free to ask questions.
8. The alleged violator and any witnesses with first-hand knowledge of the situation will be given an opportunity to offer a rebuttal to the complaints and provide additional information, followed by questions from the Board and complainant(s).
9. A final statement will be given by the complainant(s) and then the alleged violator.
10. Upon the conclusion of testimony and statements, all other parties will be excused and the Board and its agents and/or legal representative will deliberate in private.
11. The decision of the Board shall be final and binding on all parties.

*Note: Time limitations may be extended or reduced upon mutual agreement between the alleged violator and the Board. If the violation has created an emergency situation, a shorter notice period may also be utilized.

Penalties for Violations that are intermittent or ongoing in nature.

The Board has identified certain violations that are intermittent, and sometimes ongoing in nature. These violations include, but are not limited to: the posting or placement of unauthorized signs, garage sales, fireworks, failure to maintain lawn or landscaping, failure to repair, the unauthorized removal of trees, parking of boats, trailers, RVs or commercial vehicles in driveways, pets off leash, and/or garbage cans being left out. Violations of this nature will be handled as follows:

1st NOTICE AND FINE	<p>If the violation falls under this section, the Board will provide the alleged violator with written notice describing:</p> <ul style="list-style-type: none"> • The nature of the alleged violation • The proposed fine • The process for requesting a hearing
HEARING	<p>If the alleged violator wants to challenge the proposed fine, the alleged violator must make a written request for a hearing to the Covenants Committee or Board within ten (10) days of the alleged violation. If a timely challenge is not made, the fine stated in the notice shall be imposed.</p>
APPEAL	<p>Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. In order to file an appeal, the violator must submit a written notice of appeal. The written notice must be received by the manager, President, or Secretary of the Association within thirty (30) days after the hearing date.</p>
ALL FINES ARE DUE AND PAYABLE	<ul style="list-style-type: none"> • By the first of the following month the fine was issued. • Any fines not paid when due are subject to the Collections Policy & Procedures as set forth on page 13.

The same hearing and appeal procedures will be followed for violations of this section, as set out on pages 8 and 9.

Chronic or Ongoing Violations

The Board may, from time to time, adopt a schedule of fines and number of violations (“Fine Schedule”) allowed before it deems an Owner a “Chronic Violator”. In the event an Owner is deemed to be a Chronic Violator, they will be provided notice, according to the procedure described on this page and given the opportunity for hearing and appeal. Once deemed a Chronic Violator, further violations may be assessed an immediate and automatic fine in accordance with the Fine Schedule. In the event an Owner who is designated a Chronic Violator is free and clear of all violations for which they were declared a Chronic Violator for twelve (12) consecutive months, they will be removed from “Chronic Violator” status.

CC&R VIOLATION CATEGORIES AND FINES

VIOLATION	INITIAL FINE AND/OR NOTICE TO BRING LOT INTO COMPLIANCE	SUCCESSIVE FINES- 2ND VIOLATION OR CONTINUAL AFTER 10 DAYS PAST INITIAL FINE NOTICE DATE	VIOLATIONS ALLOWED PRIOR TO “CHRONIC VIOLATOR” STATUS	AUTOMATIC FINE ASSOCIATED WITH “CHRONIC VIOLATOR” STATUS
Posting or Placement of unauthorized signs	10-DAY NOTICE TO COMPLY	\$28.75/DAY UNTIL REMOVED	3 TIMES IN 12 MONTHS	\$115/DAY UNTIL REMOVED
Garage Sales	\$575.00	\$862.50/TIME	NA	NA
Fireworks	\$575.00	\$862.50/TIME	NA	NA
Failure to maintain lawn or landscaping	10-DAY NOTICE TO COMPLY	\$28.75/DAY UNTIL CORRECTED	3 TIMES IN 12 MONTHS	\$115/DAY UNTIL CORRECTED
Failure to repair/maintain exterior	10-DAY NOTICE TO COMPLY	\$28.75/DAY UNTIL CORRECTED	3 TIMES IN 12 MONTHS	\$115/DAY UNTIL CORRECTED
Parking of boats, trailers, RVs or commercial vehicles in driveway	\$28.75 -AFTER 24 HOUR POSTED NOTICE TO MOVE	\$28.75/DAY UNTIL REMOVED	3 TIMES IN 12 MONTHS	\$115/DAY UNTIL REMOVED
Pets off leash	\$57.50	NA	3 TIMES IN 6 MONTHS	\$115/PER TIME
Garbage cans left out	10-DAY NOTICE TO COMPLY	\$28.75/DAY UNTIL CORRECTED	3 violations within 6 months	\$57.50/DAY UNTIL REMOVED
Removal of Tree Unapproved by DRC	\$1000 per tree			

Updated fine amounts on 1.1.2026

ARCHITECTURAL STANDARDS POLICY

Those parts of the Unit visible from the exterior are to be kept architecturally attractive and uniform in appearance. Accordingly, no modifications, improvements, repairs or replacement of any type, whether temporary or permanent, structural, aesthetic or otherwise (i.e. alterations) including but not limited to, any structure, building, addition, deck, patio, fence, wall, enclosure, window, exterior door, antenna, or any other type of sending or receiving apparatus, color change, shrubbery or trees, material topographical or landscaping change, or any other improvements to or alterations of any Unit, cannot be commenced, erected or maintained without the approval of the DRC. (Declaration reference: Article XI)

The alteration includes, but is not limited to, are dwelling exterior doors, light fixtures, gutters, skylights, Solartubes, windows and storm windows, garage doors, fireplaces, central air conditioning, landscape lights, patios and decks, landscaping features, antennas, and DBS dishes.

A Modification Form may be obtained from the Management Agent at the Dakota Dunes Community Association Office or online at:

www.dakotadunes.com or email the office at ca@dakotadunes.com.

The DRC has forty-five (45) days from the date that the application is received to approve or disapprove the project. After which, the approval shall be deemed to have been granted, provided that the alteration is completed in accordance with the application. Work may not begin until written approval has been received (or the forty-five days has elapsed) and all work must be completed within 30 days from the commencement of work or the delivery of supplies, whichever is earliest, unless the DRC grants a longer time.

Design Guidelines for The Prairie, The Meadows and The Country Club are available by contacting the Management Agent or accessing them via our association website.

QUARTERLY ASSESSMENT POLICY

The Annual Assessment for each Dwelling is payable in 4 quarterly installments.

A statement and invoice shall be mailed to each Owner on or about the 20th of the month prior to the end of the quarter or via annual coupon books; however, you may elect to receive these statements via email instead of regular US Mail. Failure to receive an invoice or statement does not relieve the owner of the obligation to make timely payment.

The address to send payments to is:

Dakota Dunes Community Association, Inc.
PO Box 67
North Sioux City, SD 57049

In an effort to reduce expenses and provide members with a convenient method to make payments, we also have two options for electronic payments:

- Automatic Clearing House (automatic electronic) payments. Owners may fill out the enclosed ACH form to allow the Association to automatically debit their bank account for the quarterly assessment fee, or
- Online bill pay for credit card payments (*fees may apply).

Payments received will be credited to an owner's account in the following sequence:

- a. Late fees and fines
- b. Limited assessments
- c. Special assessments and other charges
- d. Annual assessments, applied to the oldest outstanding amounts first

There will be a \$40 charge for any NSF check received in payment of fees, fines, assessment or any other charges due to the Association.

COLLECTIONS POLICY & PROCEDURES

Article X. Assessments

Assessments and installments thereof not paid within twenty-one (21) days from the date when they are due shall be charged a \$15.00 late fee. Once a Unit incurs a balance of \$200.00 in assessments and/or late fees, or any part of the assessment and/or late fee balance is more than 120 days past due, interest will be assessed on the entire balance at the maximum interest rate allowed by South Dakota law.

Procedures:

1. All quarterly assessments are due in equal installments, payable in advance on the first (1st) day of January, April, July and October on an annual basis. Payments are considered late if not paid within twenty-one (21) days of the due date. Invoices and/or statements may be sent out as a courtesy reminder to the owners; however, it is the owner's responsibility to ensure timely payment regardless of whether a bill or statement is received.
2. Delinquency Notices will be sent to the last given address as shown on the official records of the association:
 - Thirty (30) days late- First Notice of Late Fee
3. Unit owners who are delinquent in the payment of assessments over 120 days will be sent to the Association's attorney for collection and the attorney will be instructed to file a Claim of Lien against the unit. Once the account has been sent to the Association's attorney for collection, no payment will be accepted by the Association. The unit owner is responsible for the payment of any and all attorney's fees and costs incurred in collecting the delinquent assessments, and such fees and costs will be added to the amount due from the unit owner.
4. If the delinquent account has not been paid after the Claim of Lien is recorded, the Association may instruct its attorneys to bring foreclosure proceedings against the unit. All Lien Filing and Release costs will be billed to the owner and must be collected prior to releasing any lien.
5. In order to maintain consistency in the collections process, the Association will not waive any late fees or collection costs incurred by the Association unless the owner demonstrates that payment of the assessment(s) was timely and that the Association made an error.

INVESTMENT POLICY

Objective:

To establish internal, uniform short-term investment policy guidelines for short-term surplus funds of the Association. Investment objectives are:

- **Safety:** The investment will minimize loss of principal by investing in high quality securities with a minimum of credit risk.
- **Liquidity:** Maturities will be confined to periods of time consistent with the projected cash needs of the Association.
- **Income:** Maximize yield based on the objectives defined above.

Responsibility:

The Treasurer will be responsible for assuring adherence to policy, evaluating achievement of investment objectives and recommending policy changes. Representatives designated by the Treasurer will be responsible for initiating the daily short-term investments.

Scope:

This Policy applies to Dakota Dunes Community Association and sets forth procedures for prudently deploying excess cash balances.

Procedure:

Excess cash balances of the Association will be invested. The Treasurer is responsible for investing excess cash in suitable financial instruments. The suitability of short-term investment instruments is governed primarily by the objectives identified above. The following are considered to be acceptable short-term financial instruments:

- Obligations of the United States Government or agencies of the United States.
- Obligations guaranteed by the United States Government or agencies of the United States.
- Obligations issued and guaranteed by a bank or trust company organized under the laws of the United States.
- Money market mutual funds investing only in financial instruments comparable to the above.
- Certificates of Deposits issued by banks organized under the laws of any state or of the United States rated investment grade.
- The maximum amount to be invested in obligations of any one issuer, other than the United States Government or agencies of the United States, is \$50,000.

Investments in any of the above financial instruments must mature within two years of purchase.

Investments for a time period exceeding seven (7) days must be authorized in advance by the Treasure of the Association.

Monitoring:

The Management Agent Accounting will verify the investment confirmations to ensure accuracy.

The Management Agent Accounting will maintain records on all short-term investments.

The Management Agent accounting will prepare a summary of short-term investments quarterly and shall provide the summary to the Association Board of Directors.

SALE AND LEASE OF UNITS POLICY

Document Requests for Sale of Property

The Dakota Dunes Community Association, Inc. requires that the seller provides the buyer with a Resale Disclosure Certificate, in addition to the Association's governing documents. The Resale or Sales Disclosure Package can be obtained from the Management Agent. Electronic copies will be provided free of charge, or you may request paper copies for a charge of \$50.00 payable in advance to the Association.

To establish their membership privileges and voting rights in the Association, buyers must provide the Management Agent with a copy of the document evidencing transfer of ownership rights within seven (7) days of the transfer. Until such written notice is received by the Management Agent, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Unit hereunder including payment of assessments, notwithstanding the transfer of title to the Unit. (Declaration reference Article XIII Section 16).

Each owner is expected to provide the Management Agent with the following information concerning the occupants of their Unit (whether owner-occupied or rented):

- a. Names of all occupants, including children,
- b. Home and work telephone numbers (Occupant can specify work number as emergency use only), and
- c. Name, address and telephone number of a person to contact in case of an emergency.

Occupancy by family members withing the direct line of descent is permitted. The owner making the purchase shall advise the board of Directors in writing with 30 days of purchasing the home of who the home is being purchased for and their contact information.

For Sale Signs

Houses for sale or resale may be designated with signs meeting design standards set by the Design Review Committee (DCR).

Signs shall be 24" wide and 36" with the "wave" shape and painted in tan across the top. Realtors and builders may add their own name, the name of their firm, and firm telephone number. Wording, letter style, color, size and location on the sign are provided in the detailed description below.

All signs must be removed and lawn restored within two weeks of closing.

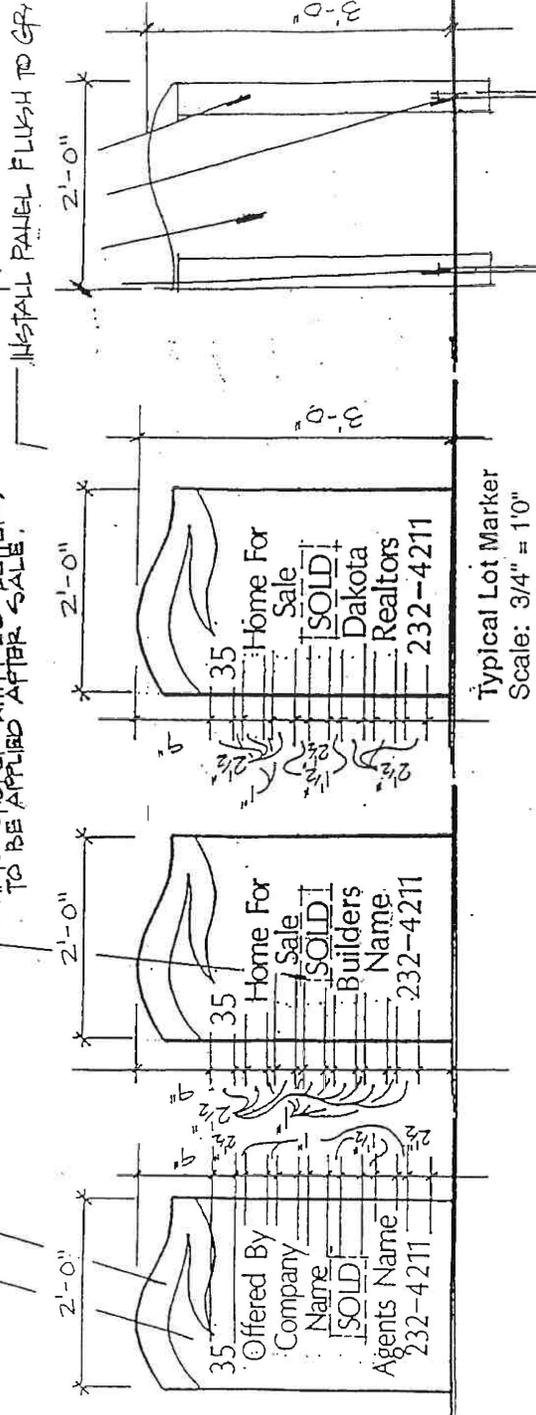
A fine of \$25 will be assessed against the Unit for every day these rules are violated.

- 2. 3'-0" x 4" Posts Attach to Panel; Fill & Patch Heads
- 2. 4 Bars Insert 6" into Posts

30' Length
 PAINT ALL BACK SURFACES
 WHITE TO MATCH FACE

SIGN BODY TO BE PAINTED WHITE (ENTIRE)
 WAVE PAINTED; MATCH
 PMS 406C TAN

VINYL STICKER WITH RED LETTERS
 TO BE APPLIED AFTER SALE.



Typical Lot Marker
 Scale: 3/4" = 1'0"

Dakota Dunes

Edward D. Stone, Jr. and Associates

* ALL TYPOGRAPHY TO BE GARAMOND BOOK;
 2 1/2" VINYL DIE CUT LETTERS, CENTER LINE ON
 SIGN, LETTER COLOR TO MATCH PRATT LAMBERT No. 1276 VICTORIA
 BLUE.

LEASES

Leasing of a unit for VRBO, Airbnb, hotel or other transient purposes is prohibited.

A timeshare form of ownership, or any other comparable form of lease, occupancy agreement, or other document that would divide the ownership or occupancy of a unit into separate time or use periods is also prohibited.

Unless the owner of a unit has obtained prior approval by the Board of Directors the following are prohibited:

1. Subleasing of any unit
2. Leasing of a part of and not the entire unit.

The Board of Directors may grant prior approval only if the Board of Directors finds that the owner would suffer hardship if approval is not granted and the potential hardship results from owner's active military deployment, recent death of a spouse, terminal illness, the owner's inability to sell the unit at fair market value after it has been listed by a real estate agent for at least 180 days, or other hardship as determined by the Board of Directors. In no event will the subleasing of a unit or leasing a part of and not the entire unit be permitted for a period of less than 30 days nor more than 365 days. An owner who seeks prior approval of the Board of Directors shall submit a written request to the office of the Community Association in sufficient time for the request to be placed on the agenda of the Board of Directors meeting.

Hardship criteria is defined as special situations and to avoid undue hardship, the Board of Directors may grant permission to an owner to lease their unit for a specific lessee timeframe not less than one month and nor more than twelve consecutive months due to active military deployment, recent death of a spouse, terminal illness or inability to sell at fair market value after it has been actively listed for 180 days or as determined by the Board of Directors. All Hardship considerations will be provided to the Community Association office for the Board of Directors to determine necessity.

The timeshare form of ownership, or any comparable form of a lease, occupancy rights or ownership that has the effect of dividing the ownership or occupancy of a Unit into separate time or use periods, is prohibited (Declaration reference: Article XII Section 9).

All current homes being leased as of November 15, 2025, are grandfathered in as being able to lease the home until such time as the ownership of this home has changed names. Homeowner must provide the following information within 10 days after a renter has changed:

- a. Owner's mailing address
- b. Owner's home and work telephone numbers (owner may designate work number as emergency use only), and
- c. Name, address and telephone number of a person to contact in case of

- emergency.
- d. Copy of the lease
 - e. All rules, regulations, and restrictions of the Association apply to all Occupants and Owners. Owners are required to furnish a current copy of the *Policies, Rules & Regulations* to their Renters.
 - f. The Owner is responsible for the actions of all Unit occupants, visitors and guests. This includes payment of any fines assessed and the cost of damage repaired by the Association.
 - g. Every lease should provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, Bylaws, and *Policies, Rules & Regulations* and that any failure by the Occupants to comply with the terms of these documents shall be a default under the lease.

Move-ins and Move-outs

Moving vans or other vehicles used for moving in and out must park without blocking the normal flow of traffic.

RULES & REGULATIONS

1.00 GENERAL

1.01 No use shall be made of the Property that would violate any then existing municipal codes or ordinances, or state or federal laws. No act or use will be permitted that would cause waste to the Property, cause a material increase in insurance rates on the Property, or otherwise cause any unusual liability, health or safety risk or expense, for the Association or any owner or Occupant. (Declaration reference: Article V)

1.02 The Units are to be used by Owners and Occupants and their guests exclusively as a private, single family residential Units, and not for transient, hotel, commercial, business or other non-residential purposes, unless allowed by these Policies, Rules & Regulations. (Declaration reference: Article XII)

1.03 No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted in any Unit or the Common Elements; except for the following:

An Owner or Occupant residing in a Unit may keep and maintain business or professional records in the Unit and handle matters relating to such business by telecommunications or correspondence provided that such uses are incidental to the residential use, do not involve the physical alteration of the Unit, are permitted by and comply with all governmental laws, ordinances and regulations, do not involve any observable business activity (signs, advertising displays, regular deliveries, or frequent visitation to or use of the Unit by customers, employees or vendors, and do not involve disturbing noise, air pollution, safety hazards or increased insurance risk. (Declaration reference: Article XII, Section 25)

1.04 Leasing of a unit is prohibited except as provided in "Leases" section on page 19 of this document.

1.05 The Association and other owners are to be held harmless from all fines, penalties, costs, and prosecution arising from any violation thereof by the Owners, by Occupants, by guests or by visitors.

1.06 No occupant will store any explosive or inherently dangerous or hazardous materials in his/her Unit or Garage Space. Up to five (5) gallons of gasoline or solvents are allowed in Garage Spaces provided they are either in the original manufacturer's container or in a container approved by the Fire Department.

1.07 Storage of personal property outside of a Dwelling is prohibited. This includes, but is not limited to, bicycles, trashcans, motorcycles, all of which must be stored

in the Dwelling. Lawn furniture may be stored on decks through the winter months.

- 1.08 Tractors, mobile homes, recreational vehicles, trailers (either with or without wheels, campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages serving the Units, or in screened or fenced areas on the Unit so as to be concealed from view of neighboring Units. (See Article XII Section 2. (b) of the Declaration for further clarification).
- 1.09 Firewood must not be stored outdoors. Homeowners may store firewood indoors or in the garage.
- 1.10 All Owners/Occupants are responsible for observing any posted rules that may be in addition to those contained in these Policies, Rules & Regulations.
- 1.11 Except as specifically provided in these *Policies, Rules & Regulations*, no signs or other emblems or placards shall be placed on the Common Elements or on any Unit so as to be visible from the exterior.
- 1.12 For Sale Signs (See Sale and Lease of Units Policy, pg. 16)
- 1.13 Election Signs are NOT permitted.
- 1.14 Garage Sales are NOT permitted. No garage, rummage or moving sales are allowed on the Properties. Such activities would include advertising and/or having a unit open to the public with specified hours and/or days.
- 1.15 Two neighbors on an abutting lot may purchase and share the lot at a maximum of 60/40 basis with the requirements for landscaping applied accordingly.
- 1.16 Buyers shall pay a \$1,000 refundable deposit for any lot purchased in the Country Club Estates or The Meadows or a \$500 refundable deposit for any lot purchased in The Prairie at the time of closing. Upon completion of the construction of the home, landscaping and all debris removal, the deposit will be refunded to the Buyer on the condition that all items requiring DCR approval have been submitted prior to installation, properly approved by the DRC, and constructed in accordance with the approval of the DRC. Should this process not be followed in a timely manner, the Board has the authority to retain up to 75% of the deposit
- 1.17 Undeveloped Lots- if you own an undeveloped lot in Dakota Dunes, you are responsible for keeping the lot maintained under the conditions appropriate for

the location as determined by the DRC. The lot must be in good order and repair and free from debris. Natural vegetation must not obstruct sidewalks or streets.

2.00 BEHAVIOR/NOISE

2.01 No noxious, illegal, destructive or offensive activity shall be allowed in any Dwelling or Unit, nor shall anything be done thereon which may become an annoyance or nuisance to any other Owner/Occupant. Contact the Union County Sheriff at 605-356-2679 or the Dakota Dunes Security staff from 4:00 pm to 7:00 am at 712-253-3102 for non-emergencies and 911 for emergencies. Please also notify the Management Agent.

2.02 Owners/Occupants and their guests have a right to quiet enjoyment in their respective Units and must use the Property in such a way as will not cause a disturbance or nuisance, nor unduly restrict, interfere with or impede the use of Property by other Owners/Occupants and their guests. Occupants must exercise caution in making noise. Consideration must be given at all times to Occupants living on each side of you.

2.03 No Vehicle horns shall be blown except as may be necessary for safe operation. Failure to replace a noisy or defective muffler is a violation of these rules.

2.04 Musical instruments, radios, stereos, tape decks, television, wind chimes, and the like, shall not be played loud enough to be a disturbance to neighbors.

2.05 No outside burning of wood, leaves, trash garbage or household refuse shall be permitted within the property limits.

2.06 Wood burning fire pits are permitted only on driveways, patios and decks. They must be removed from your driveway and stored immediately after use. Please take the appropriate precautionary measures to extinguish any fire prior to storage.

2.07 Fireworks may only be discharged on the Properties five (5) days prior to the 4th of July holiday (June 29th to July 5th) until 10:30 p.m., except for July 4th, which they are permitted to be discharged until 12:00 midnight.

2.08 Curfew hours must be observed per the Ordinance #UC 2011-002 Dakota Dunes CID Curfew. Please refer to the Ordinance for a full description.

3.00 SAFETY/SECURITY

3.01 The Owner of any Dwelling with a wood-burning fireplace is responsible for all related maintenance, including keeping the flue clean.

3.02 Un-retrieved newspaper and/or packages at the entry to a Dwelling are a sure sign that no one is home. When an Owner/Occupant is gone from home (even for a weekend), he/she should arrange to stop delivery or have a neighbor take in their newspaper or package.

3.03 Electric cords are not to be strung across sidewalks, driveways, or lawns unless approved by the Board.

4.00 GROUNDS

4.01 The grounds are to be kept architecturally attractive and uniform in appearance.

4.02 Irrigation must be maintained to prevent lawns, trees and plantings from dying.

4.03 Lawns must be mowed on a regular basis, edged to remove grass runners from sidewalk, curb and planting beds, weeded (chemically treated or hand removed), cleared of Fall or Spring leaf drop, patched/replaced if lawn sections die.

4.04 Plantings beds must be weeded.

4.05 Shrubs and trees must be pruned to prevent sidewalk, street and driveway obstruction.

4.06 Landscaping that dies must be replaced. Landscape changes must be approved by the DRC.

4.07 Yards must be kept free of litter and debris.

4.08 Standards apply to both fronts, back and side yards.

4.09 No hobbies such as car disassembly or other activities that may cause disorderly, unsightly or unkempt conditions shall be pursued or undertaken on any part of the Properties.

No alternations, changes, improvements, repairs, or replacements are to be made, caused or allowed to be made **without prior, written consent** of the Design Review Committee. **Please see DCR Guidelines for your community, i.e. Prairie, Meadows or Country Club division.*

PETS

- 5.00 By these Policies, Rules & Regulations, the Board has the exclusive authority to regulate or prohibit the keeping of animals on the Property. Only dogs, cats, small birds, small fish or other animals generally recognized as common domestic pets, are permitted. (Declaration reference: Article XII, Section 4)
- 5.01 All pets must be maintained in accordance with all local government ordinances as to licensing, vaccination, restraints, and handling of pet waste.
- 5.02 The following pets are permitted without Board approval:
- a. Three dogs –or-
 - b. Three cats –or-
 - c. Combination of dogs & cats totaling three (3)
 - d. Fish
 - e. Caged birds
- 5.03 Pets shall be kept solely as common domestic house pets and/or statutorily authorized “service animals” used by handicapped individuals, and not for any other purposes. No animal of any kind shall be raised or bred for business or commercial purpose by any person upon any part of the Property. (Declaration reference: Article XII, Section 4)
- 5.04 Pets shall not be allowed to make an unreasonable amount of noise, to become a nuisance, or a threat to the safety of Owners/Occupants, and their guests. No dog shall be permitted to bark, howl or make other loud noises or create disturbances for such a time as disturbs neighbors’ rest or peaceful enjoyment of their Dwellings or Units.
- 5.05 A female dog in heat shall be kept confined by its owner in such a manner that she will not be in contact with another dog nor attract other animals.
- 5.06 No structure, fence or enclosure for the care, housing or confinement of any pet shall be constructed or maintained on any part of the Property unless prior approval is granted by the Design Review Committee.
- Pets shall be under control and leashed at all times when outside the Unit’s property lines.
- 5.07 No pets shall be left outside while the Owner or Occupant is not at home, unless they are in an approved contained area such as a fenced in yard or kennel as notated in item 5.06.
- 5.08 “Invisible Fencing” or the like is not allowed without prior approval of the Design Review Committee.
- 5.09 Owners are responsible for immediate cleanup and disposal of feces.

- 5.10 Dogs and cats must be discouraged from urinating on the shrubs or other landscape improvements on other homeowner's properties.
- 5.11 The owner of any pet shall indemnify the Association and hold it harmless against and from any loss or liability of any kind whatsoever arising from or growing out of having any pet on the Property.
- 5.12 Any fine or cost for repair or injury imposed upon the Owner for failure to comply with any pet restrictions is an assessment against the Owners' Unit. (Declaration reference: Article XII, Section 4)
- 5.13 The Board shall have authority to determine in its sole and absolute discretion whether a particular pet shall be permanently removed from the Property based upon the pet's behavior or the failure of the pet's owner to comply with these pet Policies, Rules & Regulations, applicable governmental restrictions, law or ordinances, or any additional restrictions approved by the Board; (Declaration reference: Article XII, Section 4) Such action may be taken in addition to, or in lieu of, any fines which may be assessed.

6.00 LAWN, LANDSCAPE BEDS, GARDENS, WETLANDS & NATURAL AREAS

- 6.01 No one shall alter any of the landscaping features, including the grass, trees, shrubs, or perennials, except as authorized by the Design Review Committee (DRC).
- 6.02 Vegetable gardens are prohibited.
- 6.03 The planting of Ash Trees is prohibited due to the devastation ash borer disease can cause.
- 6.04 Individual plant and flowerpots may be placed outside without the approval of the DRC, as long as they do not interfere with grounds care.
- 6.05 Installation of a decorative plant and/or flower landscape beds requires the approval of the DCR. Maintenance of potted plants, flowers, and Owner developed landscape beds is the responsibility of the Owner. The Association reserves the right to restore unmaintained Owner developed landscape beds, at the Owner's expense.
- 6.06 Driving any kind of vehicle (including trailers) on the grass is not permitted.
- 6.07 The Owner/Occupant is responsible for watering the lawn, shrubs and trees on the Unit during the growing season.

- 6.08 Artificial Vegetation, Exterior Sculptures, and Similar items are NOT allowed on the exterior of any portion of the Properties unless approved by the DRC.
- 6.09 Seasonal decorations or holiday lighting are allowed 30 days prior to the holiday and must be removed within two (2) weeks thereafter on those that are ground mounted, and weather permitted for all others.
- 6.10 Tree removal and replacement must be pre-approved by the DRC. A \$1000 per tree fine shall be assessed for each unauthorized tree removal. It will be the responsibility of the violator to replace trees to the satisfaction of the Association and DRC.
- 6.11 No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Properties shall be installed, constructed or operated unless prior approval has been given from the DCR.
- 6.12 All sprinkler or irrigation systems must be approved by the DCR.
- 6.13 Drainage and Septic Systems are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas other than the Declarant.
- 6.14 Decorative items in the landscaping are subject to the requirements outline in the Design Guidelines for your Community.

7.00 RECREATIONAL EQUIPMENT & GOLF CARTS

- 7.01 Use of the property for ball and yard games is allowed. When the Property is used for recreation, removing all recreational equipment when finished or at the end of the day is the responsibility of the sponsoring Owners.
- 7.02 The Owner sponsoring the use of the Property for recreational activity shall indemnify the Association and holds it harmless against and from any loss or liability of any kind whatsoever arising from or growing out of that activity.
- 7.03 An Owner is liable to the Association or CID for the cost of repair of any damage to the Property, or the expenses associated with any personal injury caused by the use of the Property for recreational activity.
- 7.04 Basketball backboards and tennis nets are not allowed unless prior approval is given by the DCR. The Design Guidelines for each community describe in detail the requirements for installation approval.
- 7.05 Portable swimming or wading pools are allowed if located on the grass or a landscaped area, but must be removed and stored inside the Unit or garage on a daily basis.

- 7.06 No above ground swimming pools may be erected, constructed or installed on any Unit.
- 7.07 Jacuzzis, hot tubs, spas or any similar apparatus may be permitted in accordance with the Design Guidelines if prior approval is given by the DRC.
- 7.08 Operation of snowmobiles, go-carts, and other non-street licensed vehicles on the Property is prohibited.
- 7.09 No gasoline-powered golf carts shall be operated within the Properties. All golf carts shall be powered by electricity or by similar non-combustible means.
- 7.10 Pursuant to SDCL 7-8-20(10) the Sherriff will monitor all violations in correlation with all golf cart laws.

8.00 DRIVEWAYS, GARAGES, AND PARKING

- 8.01 The use of garages, driveways, and other parking areas on the Property and the types of vehicles and personal property permitted thereon, shall be subject to regulation by the Association, including without limitation the right of the Association to tow illegally parked vehicles or to remove unauthorized personal property. (Declaration reference Article XII section 2(a)).
- 8.02 Upon written request by the Association, an Occupant must provide the Association with the following information concerning the Motor Vehicle they park on the premises: make, model, year, color, and license number.
- 8.03 Compliance with regulatory signs posted by the CID is expected. Such signs include No Parking, designated Fire Lane, Speed Limit, etc. The Union County Sherriff's Department is charged with enforcement of these regulations.
- 8.04 Garages and other parking areas on the Property are intended for the parking of vehicles owned or leased by the Owner/Occupants and their guests.
- 8.05 Outdoor parking shall be limited to the spots available on the Unit's driveway. Vehicles parked in driveways must be actively used. Any Motor Vehicle remaining in the driveway continuously for a period of 14 days is considered an inactive vehicle.
- 8.06 No boats, snowmobiles, trailers, recreational vehicles, buses, camper tops, "all-terrain" vehicles, tractor/trailers, or trucks of 9,000 pounds or greater gross weight shall be parked or stored anywhere on the Property except in the garage.

Exception: Recreational vehicles may be kept temporarily outside the garage for the purpose of loading or unloading, for a period not to exceed 24 hours in any 30-day period for each vehicle unless prior permission from the Management Agent has been obtained.

- 8.07 No Motor Vehicle in a non-operative condition, not in a good state of repair, not legal for road use, or not bearing current license plates, shall be left standing in the driveways.
- 8.08 Parking on the street must be limited to special occasions, but in no case will be permitted overnight.
- 8.09 All construction employees and equipment parking will be restricted so as not to interfere with the free passage of traffic through and around the site.
- 8.10 Vehicles may not park in a manner that blocks another vehicle, a sidewalk, or prevent ingress or egress from or to an adjacent Unit.
- 8.11 Vehicles may not park in the median or on any portion of grass or landscaping at any time.
- 8.12 Owners/Occupants are responsible for parked Vehicles belonging to their guests or visitors that are parked in violation of these Policies, Rules & Regulations.
- 8.13 Vehicles must be parked on the driveway rather than on sidewalks or lawn areas.
- 8.14 No Overnight Street Parking is allowed within the Dakota Dunes Community Association residential streets. The **Hours of 12:00 AM-6:00 AM** will be considered the hours of violation when handling offending vehicle violations.
- 8.15 The Board and Management Agent are authorized, per the Dakota Dunes CC&R's, to have improperly parked Vehicles towed from the Property at the Vehicle owner's expense **WITHOUT PRIOR WARNING**; however, the Board has elected to work closely with the Dakota Dunes Night Patrol to monitor offenses and communicate, to the extent possible, with the offending vehicle owners prior to taking steps to remove the vehicle from the property.

Violations will be handled in the following manner:

1. First Violation- Plate number, make and model of the vehicle will be recorded by Night Patrol and turned into the Community Association Manager. A written warning will be attached to the driver's side rear window.
2. Second Violation- Plate number, make and model of the vehicle will be recorded by Night Patrol and turned into the Community Association Manager. A warning sticker will be attached to the driver's side rear window indicating the time, date and actions to be taken.

- On the day following the 2nd warning the Night Patrol Officer on duty will **attempt** to contact the owner of the vehicle. The Officer will advise the offender of the regulations prohibiting overnight parking on the residential streets and future violations may subject the vehicle to towing.
3. Third Violation- Plate number, make and model of the vehicle will be recorded by Night Patrol and a FINAL WARNING sticker will be placed on the driver's side rear window.
 4. If the vehicle remains over 24 hours after the FINAL WARNING has been issued or is parked on any Dakota Dune residential street for the next 12 months, the car will be towed at the owner's expense. Night Patrol will document the Plate, make and model of the car, take a photograph of the car and tag and refer the vehicle for towing to Stockton Towing. (712) 259-2434.
 5. Exceptions to the parking restrictions include, but are not limited to (with prior Association permission):
 - Contractor's Trailers (active job sites or remodeling)
 - Moving crates
 - Vehicles that are parked on the street due to pavement/home work that restricts access to the owner's driveway.
 - Additional requests with prior approval from the Association.

8.16 Garages shall not be used for storage or other purposes that would prevent the parking of automobiles or similar vehicles in the garages.

8.17 Garage doors must be kept closed when unattended for safety as well as appearance.

8.18 Garages must not be used for business-related activity.

8.19 Maintenance and repair of Motor Vehicles may be undertaken in the garage if they are not of a potentially dangerous nature and are not a disturbance to neighbors.

9.00 TRASH AND RECYCLING

- 9.01** Litter, rubbish or debris must not be deposited or left on the Property.
- 9.02** All rubbish, trash, and garbage shall be stored in appropriate containers and screened so as to be **concealed from view of neighboring Units (in DRC approved storage areas)**, streets and adjacent property. All such containers shall not be kept in the front yards of Units except on garbage collection day. (Article XII, Section 8, page 39 of the Declaration)
- 9.03** The trash and recycling receptacles may not be kept outside a Dwelling except after 5:00 p.m. on the afternoon prior to the day of pickup. Trash receptacles are to be returned to the Dwelling's garage **or DRC approved storage area by midnight the day of pick-up**.
- 9.04** Homeowners who expect to be absent and unable to meet these restrictions should make prior arrangements.

10.00 EXTERIORS

- 10.01** Those parts of the Unit that are visible from the exterior are to be kept architecturally attractive and uniform in appearance.

No alterations, changes, improvements, repairs, or replacements are to be made, caused or allowed to be **made without prior, written consent** of the DRC.

See Architectural Standards Policy, pg. 11.

11.00 ALLOWED DECORATIVE ATTACHMENTS

- 11.01** Flags, pennants, banners, windsocks, and weather vanes may be displayed in the front yard only, provided that the display is no more than twelve (12) square feet (residential in size), in good condition, and mounted using aluminum hardware attached to the building on a wood surface near the front entry, deck, or patio light. No more than three items are allowed.
- 11.02** One flagpole may also be installed in the front yard with prior approval of the DRC Committee. Flags on flagpoles are limited to the United States Flag. Please refer to your Community Design Guidelines for installation requirements.
- 11.03** Holiday decorations may be placed at the Dwelling's entry door, garage doorframe, windows, deck, patio, or on trees. The Board reserves the right to declare certain decorations to be offensive and demand their removal.
- 11.04** Seasonal decorations or holiday lighting are allowed 30 days prior to the holiday and must be removed within two (2) weeks thereafter on those that are ground mounted, and weather permitted for all others.

12.00 PROHIBITED ATTACHMENTS

12.01 Awnings clotheslines, sheds, solar panels and tents are prohibited (unless approved by the DRC). Retractable clotheslines shall be located so as to be concealed from the street when extended.

12.02 Signage of any type referencing a home business, service or activity.

12.03 Individual residential mail boxes.

12.04 Self-illuminated address numbers.

13.00 PAINTING

13.01 Minor paint touch-up of the exterior of the Dwelling by the homeowner is allowed, providing the paint used is the proper color.

13.02 All other painting projects, including door color, siding, windows, etc. must be approved by the DRC prior to commencement of project.

14.00 DOORS

14.01 Unit entrance doors may not be altered in anyway without prior written approval from the DRC.

14.02 *Storm doors must be painted to match the trim.*

14.03 Insulator kits may not be installed on the outside of the unit doors.

15.00 WINDOWS

15.01 Clothing, laundry, linens, bedding, dust mops, and rugs are not to be hung from windows.

15.02 Window or wall air conditioners are not allowed.

15.03 Window insulator kits may not be installed on the outside of windows.

15.04 Storm windows must be painted to match the trim.

16.00 FRONT ENTRY, DECKS, AND PATIOS

- 16.01** Altering, changing or permanently affixing items to the support posts, deck boards, privacy walls, or railings of the deck is not allowed without specific written approval of the DRC
- 16.02** Only appropriate outdoor furniture is to be used on the deck and patio. If you choose to cover your outdoor furniture during the winter months, the cover must be secured to the furniture only and not fastened to the deck and should be a neutral color (i.e. no bright blue or orange!).
- 16.03** Radios and TVs should not be so loud as to be a disturbance to neighbors.
- 16.04** Laundry, bedding, dust mops, and rugs are not to be hung from decks.
- 16.05** Plants should be placed in heavy containers to prevent their being upset by strong winds.
- 16.06** Plantings should be tended so that all dead material is removed.
- 16.07** Unmaintained plantings may be restored or removed and replaced by the Association at the expense of the Owner if the Owner fails to adhere to the DRC guidelines.

17.00 INTERIOR

- 17.01** Curtains, drapes, blinds and shades are to be used for permanent window coverings and must be in good condition, presenting a well-maintained appearance when viewed from the exterior.
- 17.02** Sheets, blankets, etc. will not be allowed as temporary or permanent window coverings.

18.00 ANTENNA

An antenna may be installed on the Unit subject to the following requirements:

- 18.01 The installation of an antenna is an alteration to the exterior of the Unit and requires compliance with the Design Guidelines for your community in addition to these requirements.
- 18.02 Maximum diameter is one meter (39.4 inches).
- 18.03 The antenna must be a color that blends with the siding color.
- 18.04 Exterior antenna wiring shall be installed so to be minimally visible, and all penetrations of the Dwelling exterior must be properly waterproofed and sealed.
- 18.05 Professional installation is recommended. The antennas must be permanently grounded to prevent electrical and fire damage.
- 18.06 An owner may install no more than one antenna for each type of service.
- 18.07 The Board shall have the right to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Properties (Article XII, Section 7, and page 38 of the Declaration).

19.00 SOLAR TUBES (Solatubes, Solar Tunnels, Skylights etc.)

- 19.01 The installation of a solar tube is an alteration to the exterior of the Unit and requires the prior, written approval of the DRC. The application must indicate the intended location of the roof penetration for the solar tube.
- 19.02 The Design Guidelines describe permitted and not permitted installation requirements.

DULY APPROVED BY DAKOTA DUNES COMMUNITY ASSOCIATION, INC., INC. BOARD OF DIRECTORS
AUGUST 15, 2014 WITH DULY APPROVED MODIFICATIONS MADE MARCH 9, 2015,
November 18, 2016, February 5, 2018, April 19, 2021, April 25, 2022, March 8, 2024,
November 15, 2025 and January 1, 2026