

# **HOMEOWNERS ASSOCIATION RULES AND REGULATIONS**

Effective December 15, 2004

Revised January 26, 2006

Revised June 27, 2013

## **DEFINITIONS**

### **ASSOCIATION**

Homeowner's Association is comprised of any person(s) owning a Unit. The townhome complex is comprised of 46 units, in 7 buildings. The Association shall operate and manage the Property not included within the Units.

### **BOARD OF DIRECTORS**

Members of the Board of Directors are un-paid volunteers elected by the Association. The Board of Directors shall have all powers necessary for the administration of the affairs of the Association, including, but not limited to, decision-making, policy formulation, administrative functions and the management of the Association. Please refer to Section 6 of the By-Laws for further information. Monthly Board Meetings are held and Homeowners are welcome to attend. Homeowners who wish to address an issue at a Board meeting should submit their request for placement on the agenda prior to the Board meeting.

### **COMMON ELEMENTS**

Common Elements are all of the property not included within any individual unit. The Common Elements include those parts of the property described in Exhibit B to the declaration or designated as Common Elements on the Plan or in the Act. The Common Elements are owned by the Association for the benefit of the Owners and Occupants.

### **LIMITED COMMON ELEMENTS**

Limited Common Elements are those parts of the Common Elements reserved for the exclusive use of the Owners and Occupants of the Units to which they are allocated. Maintenance of limited common areas may be charged to the unit owner.

### **MANAGING AGENT**

The Association may designate a managing agent to handle the affairs of the Association in order to maintain and enhance Homeowner's Association reputation in the market place as a desirable, stable and well-managed townhome residence.

### **RULES AND REGULATIONS**

The Association will be governed by a set of rules and regulations. The Board of Directors will enforce these rules and regulations as needed through fines, and legal action (if needed).

Note that these rules and regulations supersede any previous rules and regulations, but DO NOT, in any way, replace the "By-Laws", "Articles", and "Declarations", which override any of the Rules and Regulations of the Association. Please refer to the Declaration and By-Laws for further information.

# RULES AND REGULATIONS

## 1.0 GENERAL RIGHTS

- 1.1 At all meetings of the Board of Directors, Owners may, by written notice, place matters on the agenda for consideration by the Board. Any such written notice must be delivered to the Board of Directors or Managing Agent seven (7) days prior to the meeting date.
- 1.2 Owners may apply to the Board of Directors for a temporary waiver of one or more of the rules and regulations. Such temporary waiver may be granted by the Board of Directors for good cause, if, in the Board's judgment, such temporary waiver will not interfere with the rights of other persons. All waivers must receive prior written approval from the Board of Directors.
- 1.3 The Board of Directors may make such other rules and regulations, as it deems necessary. Additional or modified rules and regulations shall take effect thirty (30) days after it is communicated in writing to Owners.

## 2.0 DUES, ASSESSMENTS, and COLLECTION

- 2.1 The monthly association assessment is due prior to the first day of the month in which it is due. A late fee of \$25.00 ~~of the monthly assessment amount~~ (removed 6/27/13) shall be imposed on any homeowner whose assessment is not received by the Association by the 20<sup>th</sup> day of the month in which it is due. All payments are applied to the oldest outstanding balance first. Make checks payable to HOA.  
Collection procedures are as follows:  
**20 days** Late fees will be applied to the homeowner's account. (Corrected 6/27/13)  
**30 days** The Managing Agent will send a letter to notify the homeowner of the delinquent account and possible consequences of further delinquency.  
**60 days** The Association's legal counsel will send a letter to the delinquent homeowner.  
**90 days** Lien and foreclosure actions will begin.
- 2.2 **All costs involved in the collection process will be assessed to the homeowner.**
- 2.3 Special assessments may be imposed (which requires a majority vote of the Owners) and are due by each Owner as specified by the Board at the time of the assessment.
- 2.4 If there is a default of more than thirty (30) days in payment of any assessment, the Board of Directors may enforce the Accelerated Dues provision of the Minnesota Common Interest Ownership Act 515B.
- 2.5 No Owner shall have the right of withholding, offset or deduction against the Association with respect to Assessments, or related late charges or costs of collection.
- 2.6 Persons purchasing a home in Homeowners Association shall be assessed an amount equal to two-months of the current regular assessment. Such monies shall be deposited in the replacement reserves. (Rule added by Board 11/18/04, effective 1/8/05)

## 3.0 COMMON ELEMENTS - LAWN/PLANTS

- 3.1 Lawn and plants are common elements of the Association and must remain as originally designed and landscaped by the builder unless pre-approved by the Board.  
Alterations/additions of landscaping to the common areas must be pre-approved by the Board.
- 3.2 Use of the Association park (playground) area is reserved for Association residents and their guests only. Unauthorized parties should be asked to leave.
- 3.3 Installation of permanent fixtures for recreational equipment or otherwise are not permitted. Any damage to the lawn or plants will be repaired and costs will be assessed to the unit Owner.
- 3.4 No storage or placing any items and/or materials that will interfere with the commercial maintenance of the lawn is allowed. (Example: Flowerpots, benches, chairs, shepherd poles, etc.).

- 3.5 Play equipment may be placed in common areas while it is in use, provided no damage is caused due to its' use. Play equipment may not be stored in common areas.
- 3.6 No tents or other temporary structures are permitted on the common area for longer than 24 hours.
- 3.7 No vehicles, toys, or other personal property shall be permitted to be stored in the common areas.
- 3.8 Removable bird feeders/houses are allowed. Bird feeders/houses are not to be placed in an area that will interfere with the commercial maintenance of the lawn. **Only non-germinating seed is allowed in bird feeders.** (Last sentence added 6/27/13)
- 3.9 No off-road motorized vehicles (snowmobiles, ATV's, or other recreational vehicles) shall be driven on the common areas of the Association.
- 3.10 Bicycles shall not be ridden on the common areas of the lawn.
- 3.11 All persons must respect the common areas surrounding each unit as to not cause an annoyance to other persons.
- 3.12 Owners/Occupants must keep all debris and litter picked up in their area.
- 3.13 **One realty sign per unit** is permitted and is subject to the following conditions:
  - a. The sign must be a "step-in" type sign and may be no larger than 20"x 24" and no more than three feet tall. **No digging of holes** is permitted in the placing of realty signs.
  - b. The sign must be placed in the rock bed in front of the unit. No other location is permitted.
  - c. The sign must be removed immediately upon the sale of the unit. No "Sold" signs are permitted to be displayed.
- 3.14 Irrigation system, including sprinkler heads, are to be operated and/or adjusted by authorized personnel only.

#### **4.0 COMMON ELEMENTS - UNIT/BUILDING (INTERIOR/EXTERIOR)**

- 4.1 No alterations, changes, improvements, repairs or replacements of any type, temporary or permanent, structural, aesthetic or otherwise shall be made, or caused or allowed to be made, by any Owner or Occupant, or their guests, in any part of the common elements, without the prior written authorization of the Board.
- 4.2 No structural changes to the common wall between units shall be made without the written authorization of the Board.
- 4.3 In case of emergency, all units and limited common elements are subject to entry, without notice, by public safety personnel.
- 4.4 No business, trade, occupation or profession that causes additional traffic or additional insurance liability, whether carried on for profit or otherwise, shall be conducted, maintained or permitted in any unit or on any common element.
- 4.5 No person shall alter, impair, or remove any item from the exterior of any building without the written consent of the Board of Directors.
- 4.6 No person shall paint, stain, or otherwise change or alter the exterior appearance of any building or unit, without the prior written authorization of the Board.
- 4.7 Owners and Occupants must notify the Managing Agent to report any exterior problems. However, if the Association hired professional repairperson determines that the problem is due to an interior problem and not related to an exterior problem, the service will be charged to the unit Owner.
- 4.8 No notices, advertisements or posters are permitted outside of a unit with the exception of realty signs.
- 4.9 Hot tubs/saunas and the like are not allowed on any common or limited common areas.

- 4.10 Outdoor furniture and grills may be stored on the porch or patio area of said unit, but must be kept in a neat fashion. The Board reserves the right to request any stored items be removed from porches or patios at any time.
- 4.11 Garbage cans and recycling bins **MUST** be stored in unit garages except for the evening before and the day of garbage pick-up.
- 4.12 The care of vehicles shall be limited to washing and cleaning only. Auto repair or restoration of any type, including oil changes, will be permitted only in garages and is prohibited in the driveway areas or other common areas.
- 4.13 Owners and Occupants shall keep their unit in a good state of condition and cleanliness.
- 4.14 No person shall be allowed on the roof of any building.

## **5.0 FEES**

- 5.1 In the event of a sale of a unit, the seller will be assessed a reasonable fee for a Resale Disclosure Statement. If the Association has deferred this responsibility to that of a Managing Agent, the Managing Agent may charge a reasonable fee to the seller.
- 5.2 A \$50.00 replacement fee will be assessed to any unit requiring a replacement copy of the Rules and Regulations, Declaration, By-Laws, or Articles of Incorporation. Upon selling a unit, the **seller** will be responsible for the \$50.00 replacement fee if a copy of these items is needed by the buyer.
- 5.3 Upon sale of a unit, a non-refundable moving fee of two month's worth of regular assessments will be assessed to defray damage caused by moving and to fund reserves.

## **6.0 INSURANCE**

- 6.1 The Association shall obtain and maintain a master policy of insurance, covering the basic structures (roofs, foundations, exteriors, etc.) that comprise the Association's property. This coverage **DOES NOT** cover most damage that could occur within an individual unit. A copy of the Master Insurance Policy is available to all Owners.
- 6.2 Each Owner should be aware that this insurance **DOES NOT COVER HOMEOWNER'S PERSONAL PROPERTY NOR THE REAL PROPERTY CONFINED WITHIN THE UNIT'S BOUNDARIES** (i.e. damage done to the structure due to broken plumbing pipes).
- 6.3 It is advised that all Owners and Occupants secure a comprehensive homeowner's insurance policy. Please contact an insurance agent for further recommendations.
- 6.4 The Association may, in the case of a claim for damage to a unit against the Association's Master policy: (i) pay the deductible amounts as a Common Expense; (ii) assess the deductible amount against the units affected in any reasonable manner; or (iii) require the Owners of the units affected to pay the deductible amount directly.

## **7.0 LIGHTING**

- 7.1 Homeowners shall replace light bulbs of their exterior fixtures within one week of burning out.
- 7.2 No additional permanent lighting or alteration of existing fixtures will be allowed without prior written authorization by the Board of Directors.
- 7.3 Holiday lighting and/or decorations may be temporarily attached to the building, provided that no damage is done to the building. No holes may be made in the exterior surfaces of the building. Holiday lighting and decorations are allowed five weeks prior to any given holiday and four weeks after any given holiday. All holiday lighting temporarily attached to the building must be removed promptly following the lighting period.

## **8.0 MAINTENANCE**

- 8.1 The Association shall provide for all maintenance, repair or replacement of the common elements.
- 8.2 The Association shall provide for exterior maintenance upon a dwelling in each unit as follows: (i) paint and replace roofs, gutters, downspouts, decks, garage doors (except hardware), and exterior siding and other building surfaces; and (ii) provide for lawn, shrub and tree maintenance on all units.
- 8.3 The Association's obligation to maintain exterior building surfaces shall exclude patios, entry doors, door hardware, air conditioning equipment, glass and window frames, and any other items not specifically referred hereto.
- 8.4 A common expense or portion thereof benefiting fewer than all of the units may be assessed exclusively against the units benefited.
- 8.5 Complaints regarding services provided by the Association or the operation of the property shall be made in writing to the Board of Directors or Managing Agent.
- 8.6 Because the most frequent cause of ice dams is inadequate attic insulation and ventilation, the Association will remove ice dams from roofs at no cost to the homeowner, providing the homeowner can provide proof that the owner has had the attic professionally inspected for adequate insulation and ventilation to prevent ice dams and that insulation and ventilation have been added or adjusted according to the professional inspector's recommendations. (Added 6/27/13)
- 8.7 The Association will file an insurance claim for damage from ice dams if the cost to repair the damage is greater than the Association's insurance deductible and if it is the first ice dam damage claim for the unit. If it is not the first ice dam claim for the unit, the Association will only file an insurance claim if the cost to repair the damage is greater than the Association's insurance deductible and if the homeowner can provide proof that insulation and ventilation have been added or adjusted as recommended by a professional inspector. (Added 6/27/13)

## **9.0 NOISE AND DISTURBANCE**

- 9.1 All owners, occupants, and their guests shall have a right of quiet enjoyment in their respective units, and shall use the property in such a manner as will not cause a nuisance, nor unduly restrict, interfere with, or impede the use of the property by other owners, occupants, or their guests.
- 9.2 No person shall make or permit any disturbing noises to be made within the units or elsewhere on the property, including those noises related to construction or improvements to units. No person shall be allowed to permit noise that can be heard outside the unit between 10:00 PM and 7:00 AM.
- 9.3 No person shall make or permit any disturbing noises to be made outside of a unit between the hours of 10:00 PM and 7:00 AM.

## **10.0 PARKING**

- 10.1 No vehicle shall be parked in such a manner as to impede or prevent access to any Unit or other parking spaces.
- 10.2 Owners, Occupants, and their guests are to exercise caution when operating motor vehicles on the premises and when entering and leaving their garages. The speed limit should not exceed twenty (20) MPH.
- 10.3 No Parking signs are posted and MUST be observed. These are required to allow police/fire/rescue adequate access on the property. Vehicles parked in a No Parking area are subject to Law Enforcement violations/tickets, in addition to Association fines.
- 10.4 There is No Parking within ten (10) feet of any fire hydrant, by order of state law. Vehicles parked within ten (10) feet of any fire hydrant are subject to Law Enforcement

violations/tickets, in addition to Association fines.

- 10.5 Boats, trailers, campers, or other recreational vehicles or equipment are not allowed at any time on the property, except for loading and unloading (restricted to 24-hour periods).
- 10.7 No vehicle in a non-operational condition shall be left standing anywhere on the property except in the garage attached to the Unit.
- ~~10.8 Owners and Occupants are restricted to parking in their driveways, garages, or appropriate areas on the street. Unit Owners or Occupants are not allowed to park in the additional parking spaces provided for guests. (Removed 6/27/13)~~
- 10.8 Owners and Occupants are **encouraged** to park in their driveways Owners or Occupants are encouraged to leave on-street parking and the overflow parking spaces for guests. (Added 6/27/13)
- 10.9 Guest parking must be in the Owner or Occupant's driveway, appropriate areas on the street, or the guest parking areas. Guest parking is restricted to no longer than 48 hours. Management may authorize a waiver with prior notice.
- 10.10 The Association reserves the right to remove any vehicles parked in an unauthorized place or manner, without notice, at the expense of the Owner/Unit Owner.
- 10.11 **NO OVER-NIGHT PARKING WILL BE PERMITTED ON THE PRIVATE ROAD BETWEEN NOVEMBER 1 AND APRIL 1.** (Emphasis Added 6/27/13)
- 10.12 **NO PARKING ON THE PRIVATE ROADS OR IN THE GUEST PARKING AREAS DURING OR AFTER SNOW FALLS OF GREATER THAN 2" UNTIL THE ROADS AND PARKING AREAS HAVE BEEN COMPLETE CLEARED OF SNOW.** (Added 6/27/13)
- 10.13 No parking on private roads on trash collection days until after the trash hauler has completed picking up the trash. (Added 6/27/13)
- 10.14 Violation of any of the parking rules may result in fines and/or immediate towing of the vehicle without notice. (Added 6/27/13)

## 11.0 PETS

- 11.1 No pets over 50 pounds will be permitted.
- 11.2 Owners and Occupants are responsible for the **IMMEDIATE** cleanup of pet litter from all Association property.
- 11.3 Pets must be quartered inside the Owner /Occupant's unit. No permanent exterior structure for housing a pet will be allowed on the property.
- 11.4 Pets must be on a leash (no more than 10 feet in length) at all times and under the control of the pet owner while outside of the owner's unit.
- 11.5 Pets must be exercised in the designated area on the property, which is along the property line on the west side of the complex.
- 11.7 Pets may be tethered to a stake, which must be as near as possible to the Owner/Occupant's patio/porch for no longer than one-half hour at a time. The leash shall not exceed 10 feet and must be kept off the lawn at all times when not in use. Should a leash interfere with the grounds maintenance of the Association, the Owner/Occupant may lose this right upon proper notification.
- 11.7 Pets shall not cause or create a nuisance or unreasonable disturbance or noise.
- 11.8 Not more than two (2) total pets may be kept in any unit at any one time without prior written authorization from the Board.
- 11.9 No exotic pets shall be kept in any unit at any time.
- 11.10 No animal shall be bred, or kept or maintained for business or commercial purposes, anywhere on the property.

- 11.11 The Owner of any animal shall indemnify the Association and hold it harmless against and from any loss or liability of any kind or character whatsoever arising from or growing out of having any animal on the property.
- 11.12 The pet owner shall be financially responsible for any personal injury or property damage caused by his/her pet.
- 11.13 Damage caused by any pet shall be the full responsibility of the owner of the pet and must be promptly restored to its original state. Any damage caused by cleaning, chemicals or other such materials used in the attempt to remedy such damage shall also be the full responsibility of the pet owner.
- 11.14 Any damage on the property not restored by a Unit Owner by June 15 will be done so by the Association and the full cost will be assessed to the pet owner.

## **12.0 RENTAL UNITS**

- 12.1 The unit Owner will provide the Board/Managing Agent with the names and telephone numbers of tenants.
- 12.2 The unit Owner will provide the Board/Managing Agent with a statement signed by the tenants that they have received the Rules and Regulations of the Association and will comply with them.
- 12.3 Violations of these Rules and Regulations are subject to fine, which will be imposed on the Unit Owner.
- ~~12.4 No more than 30% of the units may be rental (non-homestead) at any one time. (Removed 6/27/13)~~
- 12.4 A \$100.00 rental fee will be imposed on the unit owner every time a new renter moves into a unit. Failure by the owner to notify the Association of a new renter will result in fines according to the enforcement policy. (Added 6/27/13)

## **13.0 RESPONSIBILITY FOR DAMAGES**

- 13.1 All persons shall comply with all applicable laws, ordinances and regulations and shall hold the Association and other persons harmless from all fines, penalties, costs and prosecutions for any violation thereof.
- 13.2 Any damage to the common elements or another unit caused by the act or omission of any Owner or Occupant, or their guests, the Association may assess the costs of repairing the damage exclusively against the Owner's unit to the extent not covered by insurance.
- 13.3 If in the judgment of the Association, any damage to any part of the property caused by the willful or negligent act or omission of an Owner or Occupant, or their guests, or by a condition in a unit which the Owner or Occupant has willfully or negligently allowed to exist, the Association may assess the full costs of repairing the damage exclusively against the Owner's unit responsible for the damage.
- 13.4 All electrical equipment of any kind or nature used in or around any Unit shall fully comply with Board of Fire Underwriters and other public authorities having jurisdiction. Inherently dangerous articles or substances are prohibited on the property.

## **14.0 SATELLITE DISHES**

- 14.1 Prior to installing any satellite dish on the common property of the Association, the Homeowner will make a request in writing to the Board of Directors/Managing agent. The request will include the proposed location for installation and the size of the dish, the name of the company or qualified installer, and acknowledgment of sole responsibility for the dish and common property to which it is installed.
- 14.2 The preferred location for installation will be the roofs. Other locations will be considered only if required for reception.

- 14.3 Satellite dishes may not exceed 1 meter in diameter (approximately 39.37 inches).
- 14.4 Cable run on the exterior of the building will be kept to a minimum. The Owner will have the exterior cable painted to closely resemble the color of the surface along which it runs.
- 14.5 The Homeowner will be solely responsible for maintenance, repair and/or replacement of the dish and the common property to which it is attached. The Association has the right to regulate the need for maintenance and repair.
- 14.7 In the event of a unit sale, the satellite dish will become part of the sale and will become the property of the new owner.
- 14.7 New owners of units with previously installed satellite dishes will complete the satellite dish acknowledgment form and return it to the Board of Directors/Managing agent upon moving into the unit.
- 14.8 Removal of satellite dishes are the responsibility of the unit owner and require professional removal. The common property to which it was attached must be returned to pre-installation condition.
- 14.9 Replacement of satellite dishes are the responsibility of the unit owner and require professional replacement. The common property to which the prior satellite was attached must be returned to pre-installation condition.
- 14.10 Homeowners who install satellite dishes without first obtaining Association approval are in violation of the Association Rules and Regulations and will be treated accordingly at the discretion of the Board of Directors.

## **15.0 OUTDOOR FIRE AND GRILL POLICY**

- 15.1 Use of barbeque grills on decks, patios and all other common and limited common areas of the Association are limited to gas and charcoal grills. Wood fires are prohibited.
- 15.2 Grills must be continuously monitored when in use and be moved away from the building to avoid damage to the siding. The cost of repair to siding damaged by the use of a grill too near the siding will be assessed to the homeowner.
- 15.3 Smoke from grills should be kept to a minimum.
- 15.4 Charcoal must be disposed of properly and not dumped on any common areas.
- 15.5 No fires are allowed in any device or in fire pits on Association common or limited common elements.

## **16.0 ENFORCEMENT AND PENALTIES**

- 16.1 The Board of Directors may levy reasonable fines for the violation of any of these Rules and Regulations or any of the provisions of the Declaration or By-Laws of the Association. Such fines shall be prescribed by the Board of Directors or Managing Agent in writing and shall be communicated to all Owners prior to being effective.
  - A. Unless otherwise specified in the Rules and Regulations, the fine schedule shall be as follows:
    - 1<sup>st</sup> offense – warning (no fine)
    - 2<sup>nd</sup> offense - \$50.00 fine
    - 3<sup>rd</sup> and each subsequent offense - \$100.00 fine each
  - B. Violations are to be corrected immediately (unless otherwise stated).
  - C. Fines are assessed per day until the violation is corrected.
  - D. The Owner may contest the violation by requesting time on the agenda at the next regularly scheduled Board meeting. The decision of the Board is final.
  - E. Fines are to be paid within 30 days of receipt of the fine notice. Non-payment of fines will be subject to interest and collection procedures.



- 16.2 The Board of Directors shall have the right to correct violations of the Rules and Regulations should the Owner fail to do so. All expenses to correct a violation(s) will be assessed to the unit Owner.
- 16.3 Owners/Occupants should report violations of the Rules and Regulations to the Board of Directors or Managing Agent (this can be done anonymously).