

# **Rules and Regulations**

## **Village Homes at St. Anthony Falls**

### **Introduction**

It is important that we preserve the living and architectural style that Village Homes at St. Anthony Falls represents. The goal of these Rules and Regulations is to provide reasonable, practical guidelines for the operation of Village Homes at St. Anthony Falls. All residents and guests are obligated to comply with these Rules and Regulations and the Association's Governing Documents. The Board of Directors of the Association may approve Rules and Regulations based upon authority contained in Section 5.6 of the Declaration. References to the Association means the Board acting for and on behalf of the Association. The terms used in these Rules and Regulations have the same meanings as set forth in Section 1 of the Declarations.

### **General Use Regulations**

1. Owners and occupants are responsible for the behavior of their families, guest and tenants while at Village Homes at St. Anthony Falls. Owners and occupants should be aware of children's welfare and safety in the use of the property, particularly with respect to vehicular traffic.
2. Owners and occupants are obligated to comply with all applicable laws, ordinances and regulations of any governmental authority. If charged with a violation by a governmental authority, the owner or occupant shall indemnify, defend and hold the Association and other owners and occupants, harmless from all fines, penalties, costs, attorney's fees or prosecution resulting from the violation.
3. Please be considerate of other residents. Conduct which is a material annoyance or nuisance to others is prohibited. Damage to any portion of the property resulting from misuse shall be paid for by the responsible owner or occupant.
4. For health reasons, garbage and refuse should be placed in leakproof trash bags and deposited in designated trash receptacles. Municipal regulations regarding garbage pickup apply.
5. Flammable substances may not be kept on the property except in safe containers. No inherently dangerous items such as explosives may be kept on the property at any time.
6. Village Homes at St. Anthony Falls is designed to be a residential community. Business or commercial activity shall not be conducted, except for the limited, incidental activities described in Section 7 of the Declaration.
7. Persons authorized by the Board or public safety personnel, may enter the yard areas of the units at any time for the purpose of correcting any condition which is reasonably believed to present an imminent danger of

serious loss or damage to any portion of the property, or injury or death to any person. These authorized persons may also enter the yard areas upon reasonable advance notice for purposes of maintaining, repairing and replacing Common Elements or those parts of the units which the Association is obligated to maintain.

8. Managers and others who provide services to the Association are required to take direction only from the Board or Association officers. Comments regarding services or actions of persons performing work for the Association should be directed to the Board or the manager.

## **Use of the Common Elements**

1. The Common Elements are for the joint use of all residents. We ask that you be considerate of the rights of other residents. Residents and guests are required to refrain from disturbing or boisterous activity.
2. Please use your best efforts to prevent the Common Elements from becoming unsightly. Personal property may not be stored, displayed or otherwise left on the Common Elements, except as approved by the Board.
3. Walkways, driveways and portions of the Common Elements used for access to and from the units or parking areas, may not be obstructed or used for storage, activities or for any purpose other than access and authorized parking.
4. Residents and their guests should not interfere in any manner with common utilities, equipment, systems or structures on the property.
5. In order to preserve the aesthetic character and beauty of the property, all plants, trees, landscaping and topsoil are to be left undisturbed, except for routine maintenance.
6. Firearms, airguns and other devices designed to fire potentially lethal projectile may not be discharged or carried on the property, except for carrying to and from a vehicle for purposes of transporting the device.

## **Architectural and Exterior Restrictions**

1. No person may modify or remove any part of the Common Elements, nor change the appearance of any portion of the Common Elements or the exterior of any unit, except in accordance with the architectural requirements set forth in Section 8 of the Declaration.
2. Identification, signs or displays of any kind may not be placed anywhere on the property without prior approval of the Board; except that customary "for sale" sign. Real estate signs must be small and discreet, no greater than 16 inches in any dimension. Such signs may be temporarily erected on the yard area in front of the unit or on the street side of the unit during the period when the unit is for sale. Real estate signs on large wooden posts are not allowed. No signs are allowed at the common entrance on

- 1<sup>st</sup> Avenue, except open house signs, posted on the day of the open house only.
3. The following seasonal displays are permitted:  
During election years, homeowners may place signs, flags or banners INSIDE their windows only. Nothing may be hung or posted on the exterior of the building, including draped off balconies.  
American flags may be displayed in the exterior limited common element of the individual dwelling unit on the day proceeding, the day of and the day following federally recognized holidays.  
Seasonal displays are permitted on the limited common balcony of individual dwelling units from November 20<sup>th</sup> through and including January 31<sup>st</sup> annually. Any such seasonal display incorporating lights will limit such lighting to solid colored, non-blinking lights.
  4. Additional buildings, animal enclosures, tents, awnings, shelters, additions, poles or other structures or physical improvements of any kind, temporary or permanent, which are visible from the exterior of a unit, are prohibited without the prior written approval of the Board as set forth in Section 8 of the Declaration. Owners and occupants have the responsibility for obtaining approval from the Board prior to making any exterior change to their unit. If any exterior change is made without approval by the Board, the Association has the right to restore or remove the unapproved change at the expense of the offending owner.

### **Garbage Containers/Recycle Bins**

1. Garbage containers (canisters, trash bags) or recycle bins must be stored inside the garage.
2. Garbage containers cannot be put out more than 24 hours in advance of pick-up and must be brought back in no later than 24 hours after pick-up.

### **Satellite Dishes/Antennas**

3. No antenna may be installed on the property except: one antenna one meter (18 Inches) or less in diameter for the purpose of receiving direct broadcast/satellite service or video programming services, or any antenna for receiving television broadcast signals, may be installed on a unit, as permitted or restricted by statutes, rules, regulation and requirements of governmental authorities having jurisdiction.
4. Antennas should be installed so as to minimize visibility from the street side of the unit and otherwise camouflage the antenna's appearance, unless such requirements would unreasonably delay installation, unreasonably increase the cost of installation, maintenance or use of the antenna, or preclude reception of an acceptable quality signal.

5. Satellite dishes or antennas must be affixed to the roof structure by means of non-penetrable devices. The cords must be concealed and penetration of the masonry (concrete) or stucco surfaces is prohibited.
6. Satellite dishes and antennas may not be installed on the deck or pergola structure of the unit.
7. Upon the sale of your home any satellite dishes, antennas, wiring and any wiring harness or brackets for installation must be removed prior to the closing of the sale.
8. The Board has authority to impose further, reasonable requirements consistent with the law. The owner is responsible for the maintenance of the antenna and related equipment, and for any damage to the property arising out of the installation, maintenance or use of the antenna.

## **Utilities**

Each owner is responsible for the maintenance, repair, replacement and charges relating to public utilities or other similar services metered solely to his/her unit.

## **Vehicles and Parking Regulations**

1. Because of limited parking space on the property, it is important that residents not park their vehicles in unauthorized parking areas. Common Element parking areas may be used only for guest parking, and not for parking or storage of owners and occupants' vehicles, recreational equipment or other personal property.
2. Parking permit rearview mirror hangers must be displayed by guests while parking in the guest parking spaces. Vehicles without the required hang tags are subject to towing without notice, at the owners expense.
3. Homeowners who host events with more than two guest vehicles should direct their guests to neighboring streets or the local parking ramps.
4. Guest vehicles may be parked in front of each of the owner's garage stalls within the unit's boundaries, except for driveway easement areas in those corner units that are subject to such easements. Garages may not be used for storage or converted to another use which would prevent the parking of vehicles in the garage, except for the inner stall in a tandem garage.
5. Personal property, including trailers or other "auxiliary" transportation devices may not be stored outside the dwellings.
6. Inoperative or unlicensed vehicles or recreational equipment may not be left anywhere on the property, except in the owner's garage. All vehicles required by law to be licensed or registered must have current registration and license tags, as applicable.
7. Outside parking may be limited during periods of snow removal or maintenance.
8. Any vehicle parked in the fire lane (the circular drive) will be subject to towing without notice, at the owner's expense.

## Animals

1. Small, domesticated common house pets such as dogs, cats, fish or birds (permitted pets) may be kept by an owner or occupant in his/her dwelling, subject to these Rules and Regulations. No other animals may be kept anywhere on the property. Birds, fish and other small household pets (other than dogs and cats) shall be kept in appropriate cages or tanks in the dwelling.
2. A maximum of two (2) dog or two (2) cats or one (1) dog and one (1) cat may be kept in any unit.
3. Dogs and cats in any dwelling unit must be registered with the Association. Such registration information will be provided within 2 weeks of the residence of the animal, and a photograph of the animal must accompany the pet registration form (see attached addendum).
4. Only animals belonging to the home owners are allowed. Visiting guest animals, either short or long term, are not permitted on the property.
5. Any pet must be housed and maintained exclusively within the owner's dwelling, except when under the direct control of the owner or other handler. Outdoor pet houses, shelters or enclosures of any type are prohibited. No pet may be left unattended outdoors.
6. Owners are responsible to pay for any damage to the property caused by their pet, and are obligated to hold harmless and indemnify the Association, and its officers and directors, against any loss, claims or liability arising out of any act of the pet.
7. It is preferred that permitted pets relieve themselves off the property, within the unit or in areas designated by the Board. The Association understands the necessity for pets to relieve themselves on the property at times. Kindly pick up any solid waste and promptly dispose of it.
8. Permitted pets may be walked on the property only in accordance with local leash laws.
9. Any repeated or prolonged disturbance by a pet, such as noise, odor, waste or threatening or nuisance activity, will be cause for imposition of a fine on the pet's owner and/or the removal of the offending pet from the property. The first violation of the pet policy will result in a warning. The second violation will result in a \$25.00 fine; the third violation will result in a \$50.00 fine. Each subsequent violation will incur a fine of \$25.00 more than the previous fine.
10. The offending owner will be given ten days notice prior to a hearing at which they may dispute the charges or explain their behavior. Decisions concerning the removal of a pet shall, upon written request of the pet's owner, be made by the vote of the owners at a meeting of the Association;

provided, that the pet owner shall pay the cost of calling and holding the meeting.

11. Notwithstanding the foregoing, no rules shall be imposed which restrict the keeping of a qualified "service animal" for a disabled or handicapped person in violation of any applicable state or federal statutes, regulations or rules.

## **Non-Owner Occupancy**

It is essential for the health, safety and welfare of all residents of the Village Homes at St. Anthony Falls to establish reasonable procedures for identifying Non-Owner Occupants residing at Village Homes and maintain records on an on-going basis as residents move in and out of the premises. In addition, it is imperative that the Association establish control with respect to prohibiting Non-Owner Occupants who have had prior history of destructive behavior in an earlier residence(s); who have been convicted of a felony during the past five years for crimes of theft, breaking and entering, burglary, property vandalism, or similar crimes against property, or assault, battery, rape, criminal sexual conduct, homicide or other crimes against persons, or those who have persistently disrupted or breached the peace. Finally, it is imperative that the Association has a means of forcing the eviction and/or imposing fines and sanctions against Non-Owner Occupants who do not abide by the Rules and Regulations or otherwise cause disturbance on the premises.

The owner shall pay for a security background check on tenants.

## **DEFINITIONS**

The following shall be the definitions of words or phrases used in this Policy, in addition to those defined by the Declaration, Section I:

1. Non-Owner Occupancies: Those occupancies by persons other than the Owner or members of this immediate family residing with him/her, except occupancies by a bona fide guest of an Owner or Occupant.
2. Permitted Occupancies: Non-Owner occupancies of a unit which are not prohibited by or in contravention of the Declaration or By-Laws, as amended from time to time, or these Rules and Regulations.
3. Prohibited Occupancies: Non-Owner occupancies of a unit prohibited by or in contravention of the Declaration or By-Laws, as amended from time to time, or these Rules and Regulations.

4. Background of Residential Disruption: Any report given to the Association or its management personnel from landlords or similar persons that the subject of inquiry, in connection with his or her earlier residence(s), has been destructive in the residence or common property, has been convicted of a felony during the last five years for crimes of theft, breaking and entering, burglary, property vandalism, or similar crimes against property; or assault, battery, rape, criminal sexual conduct, homicide or other crimes against persons or has persistently disrupted or breached the peace.
  - A. Violations: Any Owner who is a party to or engages in any Prohibited Occupancy shall be fined an amount of up to \$25 per day for each day the Prohibited Occupancy continues, and/or be subject to such other relief as is afforded by the Declaration or By Laws in connection with breaches or violation of the Rules and Regulations, or of the Declaration or By Laws, including injunctive relief.
  - B. Regulation of Permitted Occupancies: An occupancy of a town home otherwise permitted under the Declaration, Bylaws or these Regulations must comply with this paragraph 2, and if it does not it shall be a Prohibited Occupancy subject to the provisions of paragraph 1 of this policy.
    1. Any permitted occupancy shall be only pursuant to a written lease and addendum to lease signed by the Lessor and Lessee which (1) is for a term of one year or more, and (2) states the names and addresses of all Occupants who are to occupy the town home Unit, and (3) which states that the Occupancy by the stated Occupant(s) will not be in violation of any code, ordinance or law, and (4) states that neither the potential Lessee nor any of the stated Occupant(s) have been convicted of a felony during the last five years for crimes against property; or assault, battery, rape, criminal sexual conduct, homicide or other crimes against persons, and (5) states the name and address of the last three residences of the potential Lessee and the stated Occupants, and that none have any background of residential disruption, and (6) states that signatories to the lease or the addendum have received a copy of the Rules and Regulations; are familiar with and will abide by them as stated or amended, and will be subject to sanctions for their violation, and (7) states that any lease is conditioned upon and will be enforceable against the Lessor only if and so long as these statements and assurances in the lease or addendum are true and abided by, and if not, the lease can be terminated on 30 days written notice from the Lessor.
    2. The written lease and addendum containing the statements required under paragraph 2(A) above and a non-refundable processing fee (currently \$75.00) shall be delivered to the Association no later than ten (15) business days prior to any proposed occupancy of a town home. The Association, directly or through its management personnel, shall take those steps reasonably necessary to verify the statements and assurances set out in the lease or addendum and inform the potential Lessor within said fifteen days

whether the statements and assurances have been verified as true. If the Association fails to so report, the proposed occupancy shall be regarded as a Permitted Occupancy. If the Association finds and reports to the potential Lessor that one or more of the said statements have been verified to be untrue, neither the Association nor the potential Lessor shall permit any move-in or Non-owner occupancy by the proposed Lessee. If such occupancy is permitted, it shall be a Prohibited Occupancy and subject to the provision of paragraph 1.

3. The failure to deliver the written lease and addendum shall be treated as if the required application were withdrawn. The addendum shall be in the form attached hereto, or such other form approved by the Board of Directors.
  4. If any occupancy has commenced as a Permitted Occupancy, it may become a Prohibited Occupancy subject to the provision of paragraph 1 at such time as (1) the Association's management personnel find that any of said statements or assurances have become untrue or have been breached, (2) has notified the Lessor and Lessee that management personnel will seek a determination of violations and sanctions pursuant to the Association's Rules and Regulations (3) the Board of Directors makes such a determination and determines that termination of the occupancy is the appropriate sanction, and (4) the Lessor has failed to take those steps necessary to lawfully terminate the occupancy.
- C. Discrimination Prohibited: The Association shall prepare an addendum form to be used by the Lessor. Such form shall elicit only that information reasonably calculated to provide the statements and assurances set out in paragraph 2(A) and shall not seek any information relative to the age, race, sex, religious preference, familial status, handicap or other characteristics that could be a basis for unlawful discrimination. Neither the Association nor its management personnel shall attempt to seek such information through requirements of personal interviews or other means, it being the intent of these rules that any decision of the Association or its management relative to regulating occupancies pursuant to this Policy shall be made without regard to such information.
- D. Prohibited Occupancies: Without limiting the uses prohibited by the Declaration, By-Laws of these Regulations, the Association provides the following guideline in connection with the interpretation of the Declaration relative to short term occupancies prohibited thereby: Any letting or permitting the use of any town home for a continuous lease term of less than one (1) year, except where such use is attendant a bona fine familial or guest relationship without consideration, is a Prohibited Occupancy subject to paragraph 2.
- E. Applicable to All Town Homes: These Rules and Regulations shall apply to all town homes at all times. The Owners of the respective town home shall not lease less than the entire town home. Any lease agreement shall be required to be in writing and to provide that the terms of the

lease shall be subject in all respects to these Rules and Regulations, and that any failure by the Lessee to comply with the Rules and Regulations shall be a material default under the lease. As used herein, the term "lease" includes an expense sharing arrangement.

Please see attached Rental Addendum to Lease.

\* The City of Minneapolis requires that owners who wish to lease their units submit a Rental License Application to the Housing Inspection Service Division. Please see attached copies of the City statute and application.

## **Administration**

1. Waivers from the provisions of these Rules and Regulations for specific situations may be granted by the Board for good cause shown if, in the judgment of the Board the waiver will not violate the Governing Documents nor interfere with the rights of other owners or occupants, and the waiver is granted to other owners and occupants under the same circumstances. Waivers will not be granted unless an emergency or highly extenuating circumstances exist.
2. The Board has the authority to amend these Rules and Regulations, and make such other Rules and Regulations, from time to time, as it deems necessary for the use, safety, care and cleanliness of the property, and for securing the common comfort and convenience of all residents.

## **Violations/Hearings**

1. When there is a violation of these Rules and Regulations or the Governing Documents, the Board is authorized to pursue various remedies. These remedies include, but are not limited to, legal action for damages or equitable relief in any court, imposition of late charges for past due assessments, imposition of reasonable fines for violations, towing of vehicles or the correction of any condition which violates the Rules and Regulations or Governing Documents. Prior to the Board imposing a fine for any violation, the Board shall, upon written request of the offending owner, grant the owner a fair hearing. Please refer to Section 14 of the Declaration for a complete discussion of the rights of an owner with respect to hearings.