

# **THE PONDS OF RAMSEY TOWNHOUSE ASSOCIATION**



## **RULES & REGULATIONS**

Amended May 2, 2012

## **USE OF TOWNHOUSES**

1. Townhouses are only to be used for single family residential purposes by unit owners, their families, tenants, and guests. Commercial or business activity is limited to professional occupations carried on within a living unit and without external evidence of the business.
2. Parents (tenants and homeowners) are responsible for their own children and guests' safety while on common areas of Ponds of Ramsey.
3. Residents, children and guests, must abide by the Rules and Regulations of the Association and by the City of Ramsey ordinances (i.e. curfews, noise restrictions, etc.)
4. Residents shall not conduct any activity nor maintain any item within their townhouse, garage or on the property which is unlawful, hazardous or could result in a rate increase or cancellation of Association insurance.
5. All internal repairs to living units and garages are at the owner's expense. Owners are responsible for damage to other units, garages and common areas due to their actions, negligence or failure to make necessary repairs.
6. Improvements or alterations within units that impair the structural integrity, mechanical systems or lessen the support of any portion of the building are prohibited.
7. Tampering with any Common Element or Limited Common Element electrical, mechanical, and plumbing, TV cable or antenna is prohibited. In addition to the cost of repair and/or replacement, the responsible party will be assessed a substantial fine by the Association
8. Residents shall not overload the electrical wiring in buildings, or operate machines, appliances, accessories or equipment that would cause unreasonable disturbance to other residents.
9. Wood burning stoves are prohibited. Outdoor fire pits must have an enclosed screen to ensure sparks don't escape and create a problem.
10. Garages shall only be used for parking motor vehicles, bicycles and storage of personal property. The only flammable tanks allowed to be stored in the garage will be small propane tanks used for grilling purposes and small gasoline tanks of 2 gallons or less.
11. Accidental or intentional damage to the property caused by a resident, guest or agent, shall be repaired, replaced or cleaned at the option of the Association and at the owner's expense. In addition to direct costs, the Association may charge an additional administrative fee and/or a fine.

## **GUESTS**

1. It is the owner's responsibility to inform guests of the Ponds of Ramsey Rules and Regulations. Owners shall be responsible for any violation and/or damage caused by their guests.
2. Owners should advise the Association in writing and advise neighbors that guests will be occupying their townhouse for more than 21 days in their absence. This is to identify rentals and to comply with FHA requirements.

## **PETS**

1. In addition to Ponds of Ramsey rules, the keeping of a pet at Ponds of Ramsey is subject to Ramsey City Pet Ordinances. Rules are available through the City Offices.
2. The breeding or raising of animals for resale or commercial purposes is prohibited.
3. Pet owners are required to carry a suitable disposal container or bag and immediately remove excrement from the grounds. Pet owners must pick up pet excrement immediately. Pet owners failing to clean up after their pets will be held responsible for repair of any damages.
4. Owners are responsible for any damage to property and Common Element or Limited Common Element, including sod replacement, landscaping, etc. caused by their pet, guest's pet or tenant's pet. The owner may be assessed for the cost of the repairs in addition to administrative costs.

5. Unsupervised pets shall not be kept, staked, or restrained outside of any unit.
6. Kennels, dog houses or animal pens of any kind are prohibited in garages, and Common Element or Limited Common Element.
7. Breeding and slaughtering of any kind of animal on Association property including homes, garages and common areas is prohibited, this includes but is not limited to reptiles, rabbits, livestock, fowl or poultry.
8. Pets must not be permitted to habitually bark, cry or behave so as to annoy or endanger the safety or comfort of other residents and become a nuisance to the community.
9. Pet owners shall indemnify and hold harmless, the Association and the management company against any loss or liability arising from a pet.
10. Any attack resulting in personal injury or display of aggression by the animal will be handled in accordance with City of Ramsey code.

#### **SATELLITE DISHES**

1. Satellite dishes and wiring must be installed by a licensed, insured and bonded installer.
2. Homeowners must contact Cities Management to obtain installation instructions and proper locations suitable of installation, generally the highest pitch of the roof and behind the roof's ice shield.

#### **SELLING**

1. One "For Sale" sign not more than five square feet in size with short, metal stakes that can easily be pushed into the ground is acceptable. Signs with wood posts, or other posts that are intrusive into the ground, are not permitted due to the damage they may cause to the lawn and underground sprinkler system. The homeowner must repair, and will be held liable for, any damage to Common Elements or Limited Common Elements caused by the "For Sale" sign.
2. Sellers must obtain a copy of a statement of their account (Disclosure Statement) setting forth the amount of any unpaid assessments or other charges due and owing the Association. Statements must be obtained from management company and require a seven day notice and a fee paid by the seller. An extra fee is required of the seller when a statement is required with notice of twenty-four hours or less.
3. Sellers must provide buyers with a copy of the Declaration Articles of Incorporation, Bylaws, these Rules and Regulations and a payment book at the time of or prior to entering into a Purchase Agreement.
4. Purchasers must provide Cities Management with the information requested on the 'Homeowners Information' form. This information includes the name and address of the mortgage company along with the loan number. The Association's insurance agent will automatically forward a copy of the certificate of insurance to the mortgagee.

#### **LEASING**

1. Homeowners are hereby advised that the City of Ramsey has adopted various ordinances pertaining to the leasing of units, including a rental license requirement. Homeowners are expected to familiarize themselves and comply with all applicable ordinances, as well as Minnesota state law, when leasing their townhouse.
2. Townhouses may not be leased for a period of less than thirty (30) days without prior written consent of the Board of Directors.
3. All leases shall be in writing. Lessee's shall be subject to and abide by all Ponds of Ramsey Rules and Regulations.
4. "For Rent" or "For Lease" signs, other advertising and window displays shall not be placed anywhere on the property.
5. Home owners shall provide the Association with a copy of the rental application, lease and other relevant information prior to occupancy.

6. Homeowners must provide a potential tenant with a copy of these Rules and Regulations for review prior to entering into a lease.
7. When homeowners lease a unit, the homeowner shall require the lessee to obtain a tenant homeowner insurance policy. A certificate of insurance shall be provided to the Homeowner's Association by the homeowner.
8. Homeowners must include a paragraph in their lease informing the tenant of the Association's authority to enforce the Documents, By-laws and Rules and Regulations.
9. Request for service from tenants of homeowners shall be directed only to the landlord. The Association and/or Cities Management shall have no responsibility or liability to respond to tenant requests.
10. Homeowners are responsible for tenant compliance with these rules and with the provisions of the Governing Documents of The Ponds of Ramsey and that any failure by the tenant to comply with the terms of such documents shall be a default under the lease. Fines for violations are the responsibility of the homeowner and will be added to the homeowner's account.
11. The owner of the property must register a current address and phone number with the Association.
12. Homeowners must advise the Association of any changes to the address so long as the unit is rented.
13. The Association will demand that a homeowner evict a tenant in the event of the tenant's egregious and repeated violation of the Declaration, Bylaws, or Rules and Regulations of the Association.

#### **ARCHITECTURAL**

1. A resident without prior written approval of the Association shall not make alterations or additions to any of the Common Elements or Limited Common Elements.
2. A "Request for Change" must be accompanied by plans and specifications prepared at the expense of the owner. However, consent of the Board is not required to replace or restore windows, screens, doors, screen doors, storm doors and garage doors to the original color/style and condition nor to install solar film on windows as long as the film is non-reflective. All changes to original specification (including storm doors) are subject to review by the Board of Directors to maintain architectural integrity in the complex. Changes made without the approval of the Board of Directors may be subject to a fine, removal and/or restoration at the expense of the homeowner. Letters should be addressed to the Board of Directors, c/o of Cities Management.
3. Antennas may not be visible from the exterior of the building. Except for cable TV installation by a cable company and telephone installation by the authorized telephone company for this address, no other installation that attaches to or protrudes through the walls or roof are permitted. Any additional wiring required for cable TV service to an individual unit shall be hidden.
4. Window air conditioners are not permitted.
5. Residents shall not place items such as lawn ornaments, birdbaths, windmills, clotheslines, swing sets, etc. anywhere on the grounds of the Association – Common Elements or Limited Common Elements. It will be at the Boards discretion to determine if an owner is in violation of this rule.
6. Except as otherwise expressly permitted herein, signs, advertisements and notices shall not be displayed by a resident on the building, grounds, interior or exterior of a unit.
7. Rugs, blankets, towels, clothes, etc. shall not be exposed on patios or on any part of the common elements. Doormats are permissible.
8. Draperies, curtains and blinds, visible from the exterior of the building, must be typical window treatments compatible with the community. Windows shall not be covered with sheets, blankets, boards, signage, etc. Temporary window coverings will be permitted for 30 days after moving into the townhouse unit.
9. Wind chimes are prohibited.

10. Holiday lights and decorations are permitted on patios, decks, front yard shrubs, and entry doors. They may not be displayed prior to Thanksgiving and must be removed by February 28. Any holiday lights or decorations must be attached so as to not pierce or damage siding, leaves, gutter or fences. Plastic clips and brackets are available for this purpose; nails or staples are not acceptable.

#### **LANDSCAPING**

1. Alterations to the existing landscaping of Common or Limited Common areas is prohibited.
2. Flower pots placed in front of any unit or on the side of end units must be kept on rock, concrete or asphalt areas. A total of 6 flower pots shall be allowed at any home, and flower pots are not to exceed 17" in diameter. Planter boxes, raised garden beds, and other forms of planters designed to contain gardens or multiple plants are not allowed, unless prior approval is obtained from the Board of Directors. The Board has the right to interpret this Rule and determine whether an owner has violated this rule.
3. Hanging planters must not be attached so as to pierce fencing, siding, eaves or gutters. Bracket-type or post planters should be used in these areas.
4. Planting of additional trees or shrubs is prohibited.
5. All tenants and owners will take responsibility to keep the outside of their units (yard, patio, driveway, etc.) clear of any clutter.
6. Lawn lights of any type are prohibited.

#### **PATIOS & DECKS**

1. Homeowners who wish to modify their deck or patio space must obtain an Architectural Change form from Cities Management and submit the completed form to the Association's Board of Directors. Approval of the Board of Directors is required before such modifications will be permitted.
2. Any and all changes to the exterior of units must be approved prior to construction or such additions will be removed at homeowner's expense.
3. Patios and decks must be kept clean and tidy. The Board of Directors reserves the right to determine on an individual basis whether a deck or patio is in violation of this rule.
4. Charcoal grills are not allowed in the association. Propane grilling is only allowed at least 48" away from the siding, and provides complete flame enclosure. Grilling must only be done in accordance with the City of Ramsey ordinances as amended, and as specified by the Ponds of Ramsey Townhouse insurance policy. The Board of Directors may prohibit a resident from grilling if warranted complaints are received.

#### **LIGHTS**

1. Each resident is required to maintain the light bulbs on the exterior light fixtures. The light bulb should be a white or clear 60 watt output bulb.
2. Light bulbs must be operational at all times.

#### **PARKING**

1. Each townhouse has two parking areas; their garage and the driveway directly in front of their garage door. These spaces are not available for use by others unless authorized by the owner in writing.
2. Vehicles parked in the driveway shall not block the sidewalk.
3. By the order of the City of Ramsey, street parking (including dead ends) is prohibited with in The Ponds of Ramsey at all times. Any car in violation of these Rules may be towed at the owners expense.
4. At no time may a vehicle be parked in the street blocking any portion of another resident's driveway.

5. Boats, trailers, recreational vehicles, snowmobiles, jet skis or similar vehicles may be parked only in a garage. No boat, trailers, recreational vehicles, etc., may be operated on common property unless for transport purposes. Exceptions may be granted, on a short-term basis, by the Board of Directors.
6. No non-operational or unlicensed vehicle may be parked or stored in the community except in a garage.
7. Between the dates of October 15th through April 15th, snow removal rules are in effect. Any time the snowfall exceeds 2 inches, all vehicles must be off the streets, or they will be towed at the owner's expense. Residents are responsible to insure all parked vehicles do not interfere with snow removal.
8. Should Ponds of Ramsey residents or their guests disregard the parking policy, vehicles will be towed at the owner's expense with or without owner's consent.
9. Residents are responsible for advising their guests, service and delivery personnel of parking regulations.
10. Vehicles must be maintained to prevent damage to the property. Care should be taken to protect concrete, driveways, etc. from damage by oil, fluids, etc. Residents are responsible for any damages to the common areas.
11. Driveways may not be used for storage.
12. No vehicles will be parked or driven on any common grass area. This may result in damage to sod, irrigation system, and sprinkler heads. Homeowners will be responsible for damage done to these areas.
13. No vehicles with more than 2 axles shall be parked anywhere on the grounds of the Association, except for move-in and move-out purposes.

#### **RIGHT OF ENTRY**

1. Townhouses and garages may be entered by the Cities Management or any other person authorized by the Association in case of an emergency originating in or threatening the property, whether or not the resident is present.
2. The Association, Cities Management, and their representatives have the right of entry to townhouses and garages for maintenance, repair of electrical or plumbing elements necessary to prevent damage to the building or other units.

#### **LOCKS & KEYS**

1. In the event of an emergency, it may be necessary to enter a unit. The Association does not maintain keys to individual units, therefore, it is imperative owners or other responsible parties are available to provide access to a unit. Should forcible entry become necessary, it will be at the owner's expense.
2. Replacement mailbox keys are owned and may be obtained from the U.S. Post Office.

#### **SAFETY**

1. Residents are responsible for the actions of their guests.
2. Solicitors are not allowed on the property. Residents shall not solicit door-to-door except for Association business.
3. Homeowners must notify Cities Management and neighbors of guests occupying the homeowner's townhouse for more than 21 days. This is to identify rentals and comply with FHA requirements.

#### **REFUSE DISPOSAL & RECYCLING**

1. All garbage and trash must be secured in plastic bags and deposited in garbage containers provided by the sanitation company. Roll-off dumpsters must be covered and are limited to 1-week, unless a prior timeframe has been approved by the Board of Directors.
2. All garbage and trash containers must be kept in units or garages until garbage pickup. **NO STORAGE IS ALLOWED ON PATIOS AND DRIVEWAYS.**

3. No garbage and/or trash shall be permitted to become a nuisance, annoyance, safety or health hazard to the community.
4. Refuse pickup at Ponds of Ramsey is every Monday morning, exclusive of certain holidays. Therefore, all trash shall be kept in units or garages, and not curbside, until 6:00 PM Sunday evening. Refuse containers must be placed back in garages by 9:00 PM the same day of the pickup.
5. Packing boxes, moving materials, furniture, mattresses, tires, batteries, etc., will not be taken by the regular collector and must be removed promptly from the property. Homeowners must contact the refuse company directly to make special arrangements for pickup and direct billing to their own home for that special pickup.
6. Christmas trees must not be wrapped for pickup. Plastic must be removed from trees or the collector will not pickup. Trees will only be picked up by the collector during the first two weeks in January. The collector will send out a flyer the end of December with specific dates and further instruction.
7. Owners are responsible for appropriately disposing of toxic waste materials such as paint, solvents, motor oil.

#### **NOISE & DISTURBANCE**

1. Homeowners, residents and guests shall not interfere with the rights, comfort, and or convenience of other homeowners, etc.
2. In the interest of neighborliness, homeowners and residents are asked to cooperate among themselves.
3. Problems concerning annoyance and nuisances caused by excessive noise such as loud music and parties, should be brought to the attention of Cities Management.
4. As required, and in any emergency situation, the City of Ramsey Police Department should be contacted.
5. Any fines that are assessed by the Police and/or Fire Department are the responsibility of the homeowners and/or resident.
6. Residents are responsible for the actions of their children, guests, guest children and pets, and agents to assure they do not cause any annoyance which may unreasonably disturb other residents.
7. Residents shall not make or permit noise that will disturb others. Radios, TV's, stereos and musical instruments must be kept at a reasonable volume at all times.

#### **ENFORCEMENT POLICY**

The fiduciary responsibility of the Board of Directors to preserve the common scheme of the townhouse community includes enforcement of use restrictions, preservation of architectural integrity, and maintenance of the safety and soundness of the common property. The Board of Directors is committed to the uniform, consistent and timely enforcement of these Rules and other Association Documents.

#### **VIOLATIONS**

1. Prior to reporting an infraction or dispute to the Association, residents should make every reasonable attempt to resolve the matter between themselves.
2. Violations must be documented and reported in writing to the Board of Directors, c/o Cities Management. Please include the date, address and time of incident.
3. Cities Management, after conferring with the Board of Directors, will send the homeowner written notice detailing the violation and possible fine. The notice will request voluntary compliance and payment of the fine within five days.
4. If the violation is not corrected within five days and the violator has not requested a hearing before the Board of Directors as described below, a fine may be levied at the discretion of the Board of Directors. If necessary, the Association may take appropriate legal action to compel compliance.

## **HEARING ON VIOLATIONS**

1. An owner accused of a violation may request a hearing in front of the Board of Directors. The notice must be in writing and submitted to the Board of Directors through the management company within the five day compliance period.
2. The hearing will be held at a quarterly Board meeting and will take place prior to the scheduled start of the meeting. If the Board of Directors, after careful deliberation, reaffirm the fine, it will be due and payable immediately.

## **FINES**

1. At the discretion of the Board of Directors, fines may be imposed upon homeowners for the violation of any of the foregoing rules.
2. The Association may levy fines and recover sums due against a unit for failure of the homeowner, tenant, guest or agent to comply with any provision of the Declaration, Bylaws, or Rules and Regulations of the Association.
3. Fines for violation of the Association Rules will be assessed at times and in amounts determined at the discretion of the Board of Directors.
4. Fines are levied only against homeowners, whether caused by the owner, guest, tenant, agent, etc. Restitution may be made by any party.
5. Fines levied by the Board of Directors will be added to the owner's account and if not promptly paid, will initiate a late charge to the account.
6. On behalf of the Association, the Board of Directors will exercise its legal rights and fiduciary responsibility to collect fines in the same manner as if the fine were a delinquent assessment. Failure to pay any dues, fines, or assessments may result in a lien being placed against the owner's unit and/or foreclosure proceedings.

## **LATE FEES FOR LATE PAYMENT OF DUES**

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| 15 Days: | A \$25.00 late fee shall be assessed against the homeowner.  |
| 30 Days: | Cities Management shall send a warning letter to the homeowner.  |
| 60 Days: | Cities Management shall refer the matter to an attorney for collection, and a legal fee shall be assessed against the homeowner to reimburse the Association for its initial legal fees. |

Failure to pay dues and late fees beyond 60 days shall result in collection action as well as additional attorney's fees and costs assessed against the homeowner. In addition to other remedies, the Association may file a lien against the unit for which dues and fees have not been paid, subjecting that unit to foreclosure and sale.