

Villages on the Rum IV Owners Association

Rules and Regulations

RULES AND REGULATIONS INDEX

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Villages on the Rum IV Rules and Regulations

Introduction

For all homeowner's and their tenants who reside in Villages on the Rum IV Homeowners Association Community, the goal of the Association is to provide the highest quality of residential living that can be obtained by all. These Rules and Regulations are intended to promote quiet enjoyment, the health and safety of the Owners and Occupants of Villages on the Rum IV. This set of Rules and Regulations has been distributed to all owners in accordance with the Governing Documents and have been adopted with the intent of providing the Unit Owners with a practical plan for day to day living at Villages on the Rum IV Homeowners Association.

These Rules and Regulations rely on each person's cooperation. By accepting title to a home within the association, homeowners, their tenants and guests are obligated to abide by all governing documents of the association.

The Board of Directors is charged, under Section 5, 5.6 of the declaration, with the authority to modify and adopt Rules and Regulations that conform to the Association By-Laws, Declaration and the Minnesota Condominium Act, 515B, "the Act". The rules apply to all Owners, occupants, tenants and guests.

In the event there is any conflict between the rules and the governing documents and the Act, the Act controls per section 19.5 of the Declaration. When conflicts exist between the Rules, Declaration and Bylaws, 19.5 indicates the Declaration is the controlling document. Rules and regulations may be amended from time to time by the Board of Directors, with sufficient notice provided to Owners prior to implementation. They serve to ensure the communities success.

This version of the Rules and Regulations, adopted, voted on and passed by the Board of Directors on **February 28, 2012**, replaces all prior rules, regulations and handbooks previously published or documented and provided to Owners of the Association.

General Regulations

Whenever the Rules and Regulations refer to an "Owner", the term shall apply to the Owner of the unit, their family or other occupants, tenants, employees, agents, or guests allowed on the property by such Owner. Under the Declaration, the Owner is responsible for all actions of any person they invite to the property.

- A. Reference to the Board of Directors includes any management agent contracted on behalf of the Association, per the Declaration, Section 5.5, but does not relieve the Board of their duties as the operating body of the Association.
- B. No lot within the development shall be used except for residential purposes.
- C. Noise/Conduct-Homeowner, their guests, tenants or other invitees are not allowed to engage in any activities that violate the rights of your neighbors to a quiet environment. The Association maintains the right to fine an Owner for disturbances that violate the ordinance in addition to any action the city may enforce.
- D. Fireworks are not encouraged for use within Villages on the Rum IV property. The Isanti City Ordinance discusses the types of fireworks allowed, permits and illegal behavior with fireworks. The Association shall contact the police if the city code appears to be violated and Owners associated with the offending party shall be subject to fine by the association in addition to any city enforcement.
- E. Homeowner's are personally responsible for any damage to the exterior building or common grounds area by guests or tenants and all guests must be accompanied by a homeowner when on the grounds of the association. Per the Declaration, Section 9.5, the Association may restore any area damaged by the Owner, their tenants, or invitees and assess the Owner for such repairs.
- F. Minor occupants or guests must be monitored by an adult. The Owner is responsible for all violations of governing documents by a minor guest or occupant of their unit. City curfew timeframes shall be adhered to. Minors that are not accompanied by an adult shall be prohibited in the common areas (including the exterior area of the unit, other than porches or decks of the Owner parent of such minor).
- G. Absolutely no signage may be erected advertising rental/leasing. "For Sale" realtor signs must be not larger than 18 inches by 24 inches.
- H. No address signs, mailboxes, advertisements, posters or newspaper boxes shall be permitted without the approval of the Board.
- I. Doorways should not be blocked so that access is prohibited.
- J. It is recommended if an Owner or their tenants shall be leaving for an extended period that they notify the Board or the Management Company in the event an emergency arises at your unit while you are gone. Please winterize the unit and ensure batteries are placed in electric/set back thermostats prior to going out of town to avoid burst pipes or interior issues.
- K. Owners may hold up to four (4) garage sales per year up to two (days) each sale. Garage Sales may be held from May 1st –October 31st. Prior Board authorization and approval is required.

Board of Directors and Members Meetings

Per the Bylaws of the Association, 6.5.1, the Regular meetings of the Board of Directors shall be held at least on a quarterly basis. Schedules of meetings shall be posted in accordance with the documents. Meetings are held the third Wednesday of the months of January, April, July and October. Board meetings may be taped for secretarial purposes but tapes shall not be retained once the minutes are approved. The Secretary of the Board shall retain all minutes and they shall be delivered within 30 days of the stated meeting to all members. The Annual Meeting of Members shall be held the third Wednesday of April each year at 7:00 PM. The following also applies to the Board of Directors and Meetings:

- A. Written communications will be taken up at the next scheduled meeting following receipt of such communication and the Board shall respond at the earliest possible time to all requests and concerns. Owners are allowed to bring any concerns to the Board meeting and discuss them during the open forum portion of the meeting.
- B. The Board may hold informational meetings from time to time and may call Special Meetings as indicated in the Bylaws.
- C. The Board may appoint committees to assist with Board decisions. Committee participation is open to all interested members; selection of interested members and appointment to the committee is at the sole discretion of the Board. The Board shall oversee all committee operations. Each Committee shall have a budget and the Board has authority to approve expenditures, events and work of such committee and create and dissolve such committees as determined needed or necessary.
- D. Members of the Board serve without compensation. They are under no special obligation to arbitrate disputes between homeowner's. Homeowner disputes are legally considered a private party matter and Owners shall resolve such disputes or take personal legal action to resolve. While Owners may apprise the Association of the issue, if such matter does not concern an item contained within the governing documents of the Association (i.e. pet issue, noise violation) it shall be considered a personal matter for the Owners to resolve.
- E. The Management Company and Property Manager are the direct employees of the Board of directors which, under agreement with Villages on the Rum IV Association via such Board, provides financial and professional management services.
- F. The Board shall enforce all Rules and Regulations with all homeowner's equally. The Rules and Regulations of the community may be amended from time to time and all members shall receive notice of such amendments prior to implementation. All rules shall be consistent with the governing documents, MCIOA (the Act), and other state and city laws.
- G. Additional copies of the Villages on the Rum IV financial reports and minutes of Member Meetings are available to owners for a small fee.

Residence Leasing

Per the Declaration, Section 7, 7.5, Owners are allowed to lease their unit. Residences shall be leased exclusively as private, single family residential dwellings (7.3). The Association requires that Owner's planning to rent their home inform the Management Company of their intention prior to doing so. Owner's who lease their homes must comply with the following policies related to residence leasing:

- A. Units shall be leased exclusively as private, single family residential dwellings to individuals eighteen (18) years of age or older via a written lease.
- B. Prior to leasing the unit, the Owner must provide the association with the following:
 - a. Certification from a professional tenant screening service that the Owner has completed a "Tenant Report" background check on all prospective adult occupant(s).
 - b. A copy of the executed lease, which must contain provisions indicating that all residents of the unit and their guests must adhere to the governing documents of the Association and signature by all adult tenant(s) that they have received a copy of the Rules and Regulations of the community. The lease must state that failure to comply with the rules of the Association "shall subject the Owner to fines and necessary legal action related to any violations of the governing documents, the Act, or Rules and Regulations".
 - i. The lease must prohibit subleasing and not allow additional tenants without a subsequent lease being provided to the Association.
- C. Leases must be a minimum of three (3) months in length, and per state law, must not exceed twelve (12) months in length. Any modifications to the existing lease (adding tenants, change in terms, lease renewals) must be provided in writing to the Association within ten (10) business days of the transaction along with the signed, modified lease. In addition, any notice required to the City of Isanti, under the Rental License terms must be completed.
- D. Within thirty (30) days of occupancy, and within 10 business days of any changes to either the Owner or Tenant contact information, the Owner must supply the Association the following, in writing:
 - a. The name, address and telephone number of the owner
 - b. The name and telephone numbers (work and home) of all adult tenants
 - c. The make, model, color and license plate of all vehicles that will reside in the community. Vehicles permanently on the premises that are associated with a rental unit and are not registered under Section 3 (f) of the rules and regulations shall be towed at the Owners expense.
- E. Units shall not be leased for transient, hotel, commercial business or other non-residential purposes.
- F. All correspondence regarding Association matters is between the Association, their Management Company and the Owner. The responsibility for tenant notification lies solely with the Owner of the unit. All Association monthly assessments or other assessments (special assessments, fines, late charges, violations and legal fees) must be paid by the Owner. The Owner is responsible to notify the tenant of any changes to the governing documents and ensure that the tenants are complying with all rules of the Association or the Owner shall be fined for violations.
- G. The association is not required to address any maintenance issue or other issues unless such issues are provided in writing to the Association by the Owner of the unit.

- H. Moving vehicles must be contained to the driveway and street. Damage to the lawn or landscape areas shall be assessed to the Owner. Moving vehicles shall not block or prohibit others from passage in streets or driveways.
- I. The tenant may not make any architectural changes to the exterior of the unit unless the Owner has followed the Architectural process of the Association outlined in these Rules and Regulations and in the Declaration, Section 8.
- J. Should an Owner fail to provide requested information as indicated in these rules and regulations after notification of such violation, continuing non-compliance may result in legal action, additional fines and fees will be assessed to the Owner's account.

Sale of Home

Any homeowner contemplating the sale of their home should notify the association and/or management company. The following requirements apply to the sale of a home within the Association:

- A. Prior to sale, the Owner or their Real Estate Agent must request a disclosure and demand pertaining to the sale of the unit. This information can be obtained from the Management Company and a fee may be charged.
- B. The Seller or their agent must provide the buyer with the governing documents and rules of the Association.
- C. The Association and their management company shall not release names, phone numbers or other information regarding unit owners without express written authorization of such members, other than to the Board of Directors as required for operations of the Association.

Insurance

The Master Insurance Policy is carried by Villages on the Rum IV Association and does not cover Owners personal property contained in the unit, garage or limited common elements. The Owner must carry an HO6 policy for this purpose. Additionally, while the insurance policy currently covers improvements and betterments, Owners should ensure they cover these items on their policy as well, as damages under the Associations deductible would not be covered. Typically an Owner's policy carries a lower deductible. Additionally, the coverage of improvements and betterments is at the Associations discretion annually. The Owners policy should include coverage for the deductible amount stipulated in the Master Insurance policy and shall include any applicable increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of the unit.

Damages

Owners shall be responsible for any and all damages caused by themselves, their guests or tenants. All damage should be reported to the Association immediately in the event an insurance claim is necessary. Damage includes any yard/lawn damage from pets or pet waste left in ANY exterior area.

Garages and Driveways

The Declaration, Section 1.9 indicates that the garage is a portion of the dwelling and Section 1.12 allocates the driveway as a limited common element for use by the Owners of the Unit they are allocated to. Section 7.7 addresses parking and garages. The following garage and driveway policies have been adopted as rules of the community:

- A. Villages on the Rum IV Owners' Association abides, and enforces, all parking regulations set forth in Chapter 227 of the City of Isanti Code.
- B. Maintenance and repair of homeowner's vehicles within the garage is permitted, as long as such repairs are not of a potentially dangerous nature and are not a disturbance to neighbors. The vehicle cannot be left running with the garage door closed at any time. Maintenance and repair of vehicles on the driveways are not permitted. Fines may result for damage to the driveway, and the Owner is subject to assessment for repairs, including but not limited to oil spills, damage to asphalt or concrete, and damage to the lawn areas adjacent to the drive related to vehicle repairs or parking.
- C. Overnight Parking on private roads within the plat is prohibited without prior authorization, and only for short periods of time.
- D. Driving or Parking on the yards, grass and landscaping is prohibited.
- E. Per the city ordinances, boats, boat trailers, other equipment and inoperable or unlicensed vehicles are prohibited on private property unless contained in a building.
- F. After 2" of snowfall, vehicles parked in any parking area or street must be moved to facilitate plowing. If the plowing vendor must come back due to an Owner or guests vehicle, or other obstacle that prohibits the job being done correctly the first time, the Homeowner will be assessed any additional expense charged. It is the Owners responsibility to remove all snow from their driveway if vehicles are not moved for plowing. When snowfall is less than 2", the Owner MUST remove the snow from the driveway areas.
- G. All abandoned vehicles left in parking spaces of the community or on the street that are not moved after 48 hours and/or do not have license plates or have expired tabs shall be towed at the Owners expense. Parking areas are for temporary parking. Vehicles may not be moved and re-parked on a semi permanent or permanent basis or they shall be towed.
- H. Except as may be incidental to delivery or providing service, no commercial vehicle shall be stored or parked within the community.
- I. Garage screen doors are permitted as follows
 - a. Color must be solid black
 - b. Screens must be rolled up when the garage door is closed
 - c. Screen are allowed April through October
 - d. Owner is responsible for any damages caused by installation or use.

Architectural Requests & Exterior Restrictions

Section 1.7 of the Declaration indicates that the Common Area of the property includes, but is not limited to, the land, walks, roofs, drives, shrubbery, and parking areas that are not part of the individual unit. The Limited Common Areas (Section 1.12) include decks, patios used by individual units, and those portions of the community designated for the Owner for whom they were designed. All maintenance for the Limited Common areas is the responsibility of the Owner.

The Declaration, Section 8, provides the guidelines for Architectural Requests and changes within the community. No Owner may alter the exterior of any portion of the unit or land without prior written permission of the Board. The Architectural Request Form is in Appendix A. The following also applies:

- A. The exterior of the unit includes storm doors, door handles, garage doors, decks and patios, lattice work, mulch, tree borders, tree or shrub planting and any and all other exterior modifications. Requests for alterations must be submitted to the Board in writing per Section 8 of the Declaration, at least sixty (60) days in advance of commencement of work. The Board must approve in writing or the project is determined to have been denied. Changes made without written approval by the Board or their designated committee may result in remedy to restore the area to its original state and Owner will be assessed the cost for such remedies.
 - a. All Storm doors must white and full length glass.
 - b. All Exterior doors require Architectural form and Board approval
 - c. Interior window film is permitted.
 - d. Solar path lighting is permitted.
 - e. Temporary Holiday lighting and decorating is permitted.
 - i. Seasonal decorations may be installed up to six (6) weeks before the holiday and must be removed no later than six (6) weeks following the holiday.
 - f. Permanent recreational and sporting equipment is prohibited.
 - g. Clothes lines, drying yards, and draping or drying of laundry (clothing, rugs, mops, ect.) from windows, balconies, decks or privacy walls are prohibited.
 - h. Guidelines for replacing Mulch with River Rock.
 - i. Remove all wood chips and plastic
 - ii. Lift black border one (1) inch above grass
 - iii. Grade dirt to three (3) inches per four (4) feet away from the exterior of the house
 - iv. Lay down weed barrier, landscape cloth
 - v. "X" cross cut around plants leaving five (5) to six (6) inches for watering
 - vi. Lay down river rock 2 ½ to 3 inches thick. Size of the rock should be 1 ½ to 2 ½ inches.
- B. Satellite Dishes, Antennas and Cable per declaration 8.1(e). The unit Owner is responsible for all costs associated with install or removal and any damages caused by the installer. Wires must be adhered neatly to the building, out of view from the exterior, and installed by a licensed, bonded contractor. No damage to the siding or exterior is allowed. Plans must be approved by the Board prior to installation. It is preferred that the satellite dish be placed on the rear of the building whenever possible. Owner is responsible for maintenance and repair.
- C. Furniture is prohibited on the lawn areas overnight.

- D. Recreational Use of the Common Elements:
 - a. Climbing on buildings, light poles, plants, signs, mailboxes, trees and other structures is prohibited.
 - b. Batting or hitting of any type of sporting equipment is prohibited.
 - c. Wading pools are allowed on the owner's driveway only. Pools must be removed by sunset each day.
 - d. Recreational and sporting vehicles including but not limited to motorbikes, motorcycles, mini-bikes, snowmobiles, bicycles are prohibited on common elements. Access to and from any unit is allowed only on the paved streets and must be stored within the garage.
 - e. Overnight camping is prohibited.

- E. Storage of any items that are not seasonal accessories or furniture, with the exception of barbecue grills) is not permitted or allowed on decks or patios. Sporting equipment, outside storage bins, garden tools and equipment may not be stored outside the unit/garage. Furniture must be outdoor varieties.

- F. Vegetable and Flower gardens are permitted with Board approval

- G. Fire Pits are permitted per the following:
 - a. Must conform with city and state burning fire codes
 - b. Recreational fires are permitted with a 3 foot fire ring
 - c. The ring must be a minimum of 25 feet from any combustible material with flames being maintained at less than 3 feet high. Combustible material is defined as any building or materials such as wood, paper and plastic
 - d. Fire pits are the owner's responsibility and liability.
 - e. Fire should never be left unattended
 - f. A bucket of water, sand and a shovel is required within 5 feet of the fire pit.

- H. Barbecue Equipment
 - a. Gas and charcoal grills may be properly stored and operated on patios.
 - b. Do not leave barbecue burning unattended.
 - c. Anchor grill to prevent tipping or spills.
 - d. Use appropriate cover in case of flare ups.

- I. Garbage/ Trash Disposal/Recycling
 - a. Garbage collection is weekly. Recycling collection is the 1st and 3rd Monday of the month.
 - b. Each Unit is provided one trash container and one recycling container. Additional containers are at homeowner's expense and must be through the vendor the Association has contracted.
 - c. Garbage must be in a trash tied plastic bags within the trash container (city ordinance)
 - d. Containers are to be kept in unit owner's garage.
 - e. Containers should not be placed out at the curb until the evening before pickup and must be removed from the curb and placed back in the garage the evening of pickup.
 - f. Any trash that has escaped the can must be picked up by the Owner.

Pets

Villages on the Rum IV shall enforce all city ordinances related to pets and may fine for violations in addition to any sanctions or fines imposed by the city. Should an Owner habitually break the ordinances, the Proper Authorities shall be contacted in the matter.

- All pets must be registered with the Association. Contact the Management Company for the Registration form.
- Per the City Ordinance, all pets must be licensed, tagged and collared.
- Requires dogs be leashed and restrained at all times when outdoors.
- Leash must not be more than six (6) feet in length.
- Prohibits excessive barking.
- Requires the Owner to IMMEDIATELY clean up after all pet waste, including on private property.
- Cat litter must be disposed of in plastic bags in the garbage containers.
- Pets are not allowed to be tethered on common grounds, including trees, shrubs, patios, decks, balconies, or other building structures.
- Pets must never be left unattended outside.
- No temporary or permanent outside shelters are permitted.
- Pets are not allowed to urinate on shrubs, bushes or buildings.
- Recommended Pet area bathroom is the non-mowed "natural" area.

LATE FEE AND COLLECTION POLICY

ASSESSMENTS ARE DUE ON THE 1ST OF THE MONTH: Annual Assessments (Dues) are due on the 1st of each month. The board has established a grace period which ends the last day of each month. Should the full balance on the account not be paid by the 1st, the Owner shall automatically be assessed a late fee of fifteen percent (15%) of each late assessment.

NOTIFICATION WILL OCCUR: After the last day of each month, all homeowners with an outstanding balance shall receive a written notice of the past due amount(s) with a breakdown and/or ledger of the amount owed. The late fee shall be assessed to ALL past due accounts and may not be waived other than by hearing and consent of the Board of Directors.

THE ASSOCIATION'S OPTIONS IF THE BALANCE REMAINS UNPAID: The account may be turned over to an Attorney for collections action after sixty (60) days.

- A lien is automatic upon the Unit when the account becomes past due, an active lien may be filed should the account be turned over to a law firm for collections.
- Fees, charges, late charges, fines, interest and legal fees are charged to the Owners account.
- The Association may accelerate all amounts owed and require payment in full when an assessment is thirty days past due.
- The Association may foreclose on the property if the amount remains unpaid.
- The Association may pursue collections action in conciliation court to obtain a money judgment.
- All amounts associated with collections of an unpaid balance shall be billed to the Owners account for recovery.

Violation Enforcement

Violations of the Association shall adhere to the Declaration, Section 14.2, Compliance and Remedies.

- A. Notification in writing shall be sent to the Owner stating the violation. The Owner shall have a reasonable time to correct the violation. Normally such timeframe shall be ten (10) days after the date of the notification letter.
- B. The Owner may request a hearing within the ten (10) day period allowed for remedy of the violation if desired and the Board shall grant such hearing within thirty (30) days of the hearing request per Section 14.3 of the Declaration. If the Owner fails to request a hearing, it is assumed remedy shall take place. If the Owner requests a hearing but fails to appear, such hearing right is waived and the Board may take the action desired pertaining to the violation.
- C. A hearing shall be conducted by the Board of Directors. The violator may bring other parties who have evidence or testimony in the matter. The complainant may be requested to attend the hearing and provide testimony; attendance is not mandatory.
- D. Deliberations regarding the hearing shall take place in private by the Board of Directors and, if applicable, their legal counsel. The Owner shall be notified of the decision in writing within ten (10) days following the hearing. Per Section 14.3, all decisions by the Board of Directors are final and binding.
- E. If the violation is not corrected, or the issue resolved at a hearing for such matter, a fine shall result for non-compliance or the violation offense, and a letter notifying the Owner of fine shall be sent.
- F. All fines, late fees and legal action as a result of a violation shall be assessed to the Owners account.
- G. The following are the violation fines as allowed under the Declaration, Section 14.2 (d):
 - a. First Violation- notice shall be sent with a ten (10) day remedy period allowed. Should the owner not correct or request a hearing within the ten (10) day timeframe, a fine of twenty-five (\$25) shall be imposed.
 - b. Non compliance or continuance of a First Violation is considered a Second Violation. Should the issue not be remedied within ten (10) days of the second notice or a hearing be requested, a fine shall result in the amount of fifty dollars (\$50.00).
 - c. Non compliance or continuance post thirty days of a Second Notice is considered continuing non-compliance. The violator shall be notified and provided ten (10) days to remedy or request a hearing. Should non compliance continue and a hearing not be requested, the Owner shall face a fine of one hundred dollars (\$100) for that month and each subsequent month such violation continues. If such violation is remedied after the third notice but the offense occurs again within a twelve month period, it carries a fine of one hundred dollars (\$100) as well. An example of a repeat of a third violation offense is four letters regarding a noise matter within a twelve month period.

The Board has the authority to consult an attorney regarding any matter and shall bill the Owners account for all legal fees. Additionally, ALL city ordinance matters are considered a misdemeanor by the city should they be violated. The Association shall contact the police regarding any ongoing matter that violates the city ordinances as well as notify and fine the offender per the policy above.

Villages on the Rum IV Homeowners Association

Appendix A

APPLICATION
FOR
ARCHITECTURAL OR LANDSCAPE MODIFICATION

Owners Name: _____ Date: _____

Subject Property Address: _____

ARCHITECTURAL OR LANDSCAPE MODIFICATION AGREEMENT

I, _____, the undersigned, being the owner of the above mentioned property located in the Villages on the Rum IV, hereby apply to the Board of Directors for approval of the proposal described below. I acknowledge that I have received and read the Association's rules related to Architectural requests in the Declarations regarding Architectural Control and I hereby agree to all conditions and requirements stated in that document.

NOTE: Architectural or Landscape modification. It DOES or DOES NOT encompass any of the Common Grounds areas. I hereby further agree to the conditions and requirements within this agreement.

Signature: _____ Date: _____

Board Approval: _____ Date: _____

Board unapproved: _____ Date: _____

Reason for unapproved request:

Brief description of the proposed change or modification:

Name and address of contractor:

_____ Telephone number: _____

Attachments:

_____ Drawings & Plans _____ Specifications
_____ Manufacturer's information _____ Other