

Parkwood Villas Rules and Regulations

GENERAL REGULATIONS

- A. Each Owner and resident shall comply with all applicable laws, ordinances and regulations of the City of Stillwater and shall save the Association and other Owners and residents harmless from all fines, penalties, costs, and prosecutions for any violation thereof.
- B. No Owner or resident shall do anything, either willfully or negligently, which may become an annoyance or nuisance to the other Owners or residents.
- C. No Owner or resident may modify the exterior of any building or common elements. No holes are to be made in the siding, no satellite dishes or antennas installed or any item attached to the building. No signs or awnings, canopies, shutters shall be affixed to or placed on the exterior walls or roofs or any part of the buildings without written permission from the Board of Directors. Structural changes to the interior of any townhome will not be permitted without prior review and written approval by the Board of Directors. Approval will not be granted until plans and specifications have been submitted in sufficient detail to assure its structural and maintenance soundness.
- D. All originally installed plants, trees, landscaping and topsoil are to be left undisturbed, except for routine maintenance. Owners may add plants/shrubs as additional landscape with written approval of the Board of Directors. If Owners choose to do so, they are responsible for the maintenance of that landscape. The Association may elect to replace original shrubbery as needed if overgrown, diseased or dead.
- E. Barbecue grills or any open flame heating or cooking equipment such as grills are prohibited from decks and patios within 10' of the building in accordance with MN State Fire Code, Appendix O, adopted by the City of Stillwater. Fire pits and bonfires are prohibited. Ordinance O allows for exceptions. Application for an exception must be made and approved by the City.
- F. All Owners must maintain an insurance policy with HO6 coverage to at least cover the deductible of the Association insurance policy and their personal property.
- G. Garage/recycle receptacles must be stored in the garage or under the terms of the City of Stillwater ordinance with regard to storage. Specifically, carts not stored in an enclosed garage must be located behind the front line of the dwelling (on a corner lot this applies to both the front line and exterior side line) in a location that is screened from view from the street. The screening must be approved by the City Zoning Administrator and not conflict with Parkwood Villa Rules and Regulations.
- H. Parkwood Villas is a residential community and commercial business activity is prohibited.
- I. Window air conditioner units are not allowed.

VEHICLES, PARKING AND GARAGES

- A. Motor vehicles will be parked in the Owners garage or driveway. Common element overflow parking is for guests and not for storage or parking of Owner's vehicles, recreational equipment or other personal property. Garage stalls are to be first used for vehicle parking and no garage may be converted to living space. We have limited overflow parking and do not have spaces for everyone to have an extra space. No one is assigned any specific space in overflow parking. These are available for guest parking on a first come first serve basis. Be mindful that emergency vehicles must be able to access all townhomes. Do

not park in fire lanes. Parking at the curb is permitted only temporarily. Our road is not wide enough for curb parking on a routine basis. You must park in your garage or driveway.

- B. No Owner or resident or guest shall park in a manner as to impede or prevent ready access to any other Owner's garage.
- C. Land recreational vehicles, trucks and other vehicles rated at more than ¾ ton will not be allowed to be parked in areas except for short periods of time for loading and unloading. Boats or recreational equipment is not allowed to be parked /stored in overflow parking. No vehicle shall be left anywhere on the property in a non-operative condition. No tent, camper trailer, automobile trailer or other movable or portable structure shall be used or stored on the premises. Snowmobiles or other motorized vehicles are prohibited unless stored in the Owner's garage.
- D. Following snowfalls of 2" or more all vehicles must be moved from the driveways and overflow parking area in order for plowing to be completed. If an Owner fails to move vehicles, Owner will be responsible for clearing the snow from the driveway or other parking area. If snowfall is less than 2", Owners are responsible to clear the snow from their driveways and walkways.
- E. No storage of flammable fluids or explosive materials of any kind is allowed to be stored in garages except in approved containers.
- F. Vehicles cannot be repaired or disassembled, nor body work completed on the property. No vehicles will be left of jacks or blocks. Maintenance and repairs inside Owner's garage will be permitted if not dangerous or a disturbance to neighbors.

PORCHES AND PATIOS

- A. Owners/residents have the exclusive right to use the porch/patio attached to their unit, including the placement of portable furniture placed inside the boundaries of the porch/patio. Furniture or other structure of any kind is not allowed in the grass areas. Loud or disturbing activities on porches or patios are prohibited.
- B. Porch/patios are intended for recreational use and may not be used for storage or other purposes. Bicycles, toys, or other outdoor equipment or tools will not be left in Porch/patio or lawn areas.
- C. Owners are responsible to clean their porch/patios.
- D. Holiday decorations may be placed prior to a holiday and are to be removed within 15 days of the holiday.
- E. Planters on porch/patios which are planted with living plants are to be maintained by the Owner and removed on the loss of the plant. Empty pots or dead plants are not permitted.
- F. No additions, changes or alterations to the porch/patio or surrounding area are allowed without specific approval in writing from the Board of Directors. When additions, changes or alterations have been approved, the Unit Owner shall be responsible for any damage resulting from the addition or enlargement of porch/patio. The Unit Owner will be responsible for the expense of maintenance. In the event of removal the property shall be restored to its original condition by the Unit Owner at his/her expense.
- G. The following are prohibited as they relate to the use of porches/patios:
 - o Installation or use of electric lights or antennae of any kind. Holiday lights which do not disturb neighbors will be permitted temporarily during holiday seasons.

- Posting of signs or advertisements. Home security signs will be permitted.
- Hanging of garments, rugs, towels, sheets or similar.
- Wind chimes, bells or any item which creates a disturbing noise.
- Per the State Fire Code, Appendix O and City of Stillwater ordinance, barbeque grills or any open flame heating or cooking equipment is prohibited within 10' of the building when in use, unless an application for an exception has been made and approved by the city of Stillwater.

ANIMALS

- A. Domesticated common house pets such as dogs, cats, fish or birds may be kept by an owner/resident in their unit. No other animals may be kept anywhere on the property. Birds, fish and other small household pets (other than cats and dogs) shall be kept in appropriate cages or tanks within the Owner's unit.
- B. A maximum of two dogs may be kept if their combined weight does not exceed 75 pounds, or two cats, or one of each, may be kept in any unit.
- C. Any permitted dog must be leashed at all times and under the control of the owner. No pet may be left unattended outdoors or in the garage. Animal shelters, houses or enclosures of any kind are not allowed.
- D. 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 pet from the property. Decisions concerning removal of a pet may, upon written petition of the pet's owner be appealed to a vote of the owners at a meeting of the association; provided, that the pet's owner must pay the cost of calling and holding meeting.

MEMBERSHIP AND RENTAL

Any Owner offering his/her home for sale will inform the Secretary of the Board of their intent.

The Association or their designated representative will provide the Associations documents, Rules and Regulations, a statement of unpaid Association fees or assessments and appropriate information to the prospective buyer upon request in writing to the Secretary or designee. A reasonable charge will be made for issuing the information.

Within 5 days after of the purchase of a unit, the new Owner shall register with the Secretary or designee in writing of the sale and provide the following:

- Residence address and address Owner desires to receive notices.
- Business and home telephone numbers.
- Name and address of mortgage holder (if any).
- Any other information deemed necessary including pet information and leasing information.

LEASING REGULATIONS

Units must be leased in their entirety.

The Owner must inform the Association by written notice to the Secretary of the Association or designee, whenever he/she leases, rents his/her unit. Information to be supplied to the Board no later than the commencement of the lease must include copies of the lease, renter's insurance copy and contact information of the tenant, including names of all occupants, phone, email and vehicle information.

It is the Owners responsibility to handle all maintenance, repair, etc. within and upon the unit, which is not the responsibility of the Association and to assure renters understanding that all matters regarding maintenance repair, etc. are to be handled with the Owner and NOT the association and or the Association's management agent, if any.

It is the Owner's responsibility to supply a copy of the Rules and Regulations to the renter and ensure that the renter and occupant comply with all of the Rules and Regulations of the Association.

Any violation of the Rules and Regulations, Declaration and/or Bylaws of the Association by an Owner/occupant or their guests or lessees/renters will be brought to the attention of the Owner by the Association. Upon notification from the Association, the Owner will cause the violation to be corrected.

ADMINISTRATION

Exceptions to these rules and regulations may be made for specific situations granted by the Board for good cause shown if the exception will not violate the Governing Documents nor interfere with the rights of other Owners, and if the exception is granted to others under the same circumstances. Exceptions will not be made unless emergency or highly extenuating circumstances exist.

The Board has the authority to amend these Rules and Regulations and make 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

When there is a violation of these rules and regulations for the Governing Document, the Board is authorized to pursue various remedies. These 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 violated the Rules and Regulations or Governing Documents. Prior to exercising remedies, the Board shall, upon written request of the offending owner, grant the owner a fair hearing with respect to the violation.

Complaints regarding rule violations by homeowners must be submitted in writing to the Board of Directors. The complainant should have already discussed his complaint with the offending party, and must indicate what response was received. Anonymous complaints will not be accepted. Complaints will be kept confidential as far as practical.

Procedure:

First violation: Courtesy letter citing the specific violation(s) and requesting correction of the violation(s) within a specified number of days. (No monetary fine if corrected within specified number of days, with the exception of repeat offenses.)

Second violation: A letter sent requesting the Owner to meet with either the Board of Directors or their designated management company to address the violation(s). The letter will identify the nature of the violation(s) date, time and location of the meeting. If the Owner fails to appear at the meeting to provide written evidence on his/her behalf, a monetary penalty may then be imposed against the owner(s).

Hearing/Fine Imposed: Upon completion of the meeting, the decision of the board will stand and, if applicable, fine(s) may be assessed. The Board or the Association's management company will notify the Owner in writing, of its decision within five days. The fine must be paid within ten days.

Liens: In the event that fines are unpaid, lien(s) against the Owner's property may be filed. Cost of preparing and filing any lien(s) will be added to the lien amount.

Continuing Violation: A continuing violation is a violation of an ongoing or repetitive nature which is curable but has not been corrected within the required amount of time. The Board may impose a continuing monetary penalty, assessed on a daily basis, without additional notice or hearing, until the infraction or violation has been remedied. It is the responsibility of the Owner to notify the Board or its management company that the violation has been corrected.

Schedule of Fines:	Initial Fine	Per Day	Repeat Occurrence/Day
Parking Violations	\$25	\$5	\$50
Outdoor storage of Personal Property	\$25	\$5	\$50
General Rules Violation	\$25	\$5	\$50
Pet/Animal Violation	\$25	\$5	\$50
Quiet Enjoyment	\$25	\$5	\$50
Damage to Common Area	\$25	\$5	\$50