

VALLEY VIEW GARDEN HOMES ASSOCIATION RULES AND REGULATIONS

EFFECTIVE JUNE 20, 2015

DEFINITIONS

- 1. VALLEY VIEW GARDEN HOMES ASSOCIATION:** As per the Declaration filed in Washington County, the *Association* was created as a corporation "in order to effect the preservation of the values and amenities of the planned community and to receive the power to attend to and effectuate policies and programs that will enhance the pleasure and value of the planned community, and to maintain, administer and enforce the covenants, conditions, easements and restrictions contained herein."

THE BOARD: The Association is led by and governed by its *Board of Directors*. The Board has hired and works closely with a professional property management firm to ensure the proper operation of all necessary services to our planned community.

- 2. CIC: Common Interest Community** which is how our planned community is filed and recorded in Washington County MN pursuant to Minnesota Statutes Chapter 505.
- 3. UNITS:** The twin homes that make up our community consist of a series of single buildings mostly containing two separate *Units*. Each Unit is a separately described residence on the CIC Plat. Unit boundaries shall be as designated on the CIC Plat, that is, all interior areas of the perimeter walls, floors, and/or ceilings. **All Units are restricted to single family residential use.**
- 4. SINGLE FAMILY:** A group of two or more related individuals, or two committed persons, living together as a permanent household, and who do not exceed the legal occupancy number for a condominium residence as enacted by Congress in 2014. This definition of *Family* is established for the purpose of preserving the character of residential neighborhoods by controlling the population density, noise, disturbance and traffic congestion.
- 5. COMMON GROUNDS/ ELEMENTS:** All of the CIC other than the Units—the land upon which the buildings and Units are located.
- 6. LIMITED COMMON ELEMENTS:** A portion of the common elements allocated for the exclusive use of one or more, but fewer than all, of the Units. *Limited Common Elements* are still defined as Common Elements and subject to all terms and conditions of the CIC, including these Rules and Regulations, Bylaws, conditions and restrictions. In our planned community, courtyards, side yards, backyards, and driveways are designated as Limited Common Elements.
- 7. HOMEOWNER:** The person or persons who, by acceptance of a deed or contract for deed for any Unit, as recorded at the Washington County Courthouse, Oak Park Heights Minnesota, are legally designated as *Unit Homeowner*. The Homeowner is a voting member of the Association with one vote per Unit.

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ARCHITECTURAL RULES

The blending of natural terrain, building materials, and building design will attain the ultimate beauty of the community. It is possible that change made by one or more homeowners would not only alter the appearance of the overall area but also lower the dollar value of the individual Units.

The following Rules are to ensure the highest standards for community living:

1. All exterior improvements to any unit or common grounds of any modification, decoration, change, addition or alteration to the exterior of any unit must have the written approval of the Association Board. Such actions include, but are not limited to, the following:
 - (a) Painting or staining, including decorative painting. (Exceptions: minor touch-ups with the same color as original are encouraged as needed, and front doors may be painted attractive accent colors.)
 - (b) Decks on either ground level or elevated.
 - (c) Installation of storm doors or storm windows, additional gutters or windows.
 - (d) Addition of shades, awnings, tents, screen houses or gazebos.
 - (e) Exterior antennas or satellite dishes, or other roof installations.
 - (f) Weather vanes, pennants, insignias, emblems, name signs, or house numbers not originally provided.
 - (g) Permanent exterior lighting which would be visible from the street or at such a location as to disturb neighbors.
 - (h) Mailboxes are part of the common grounds and no additions or alterations are permitted.
2. **In no event** will accessory structures, whether attached to the building, on common grounds or limited common grounds, be permitted, including but not limited to, the following:
 - (a) Sheds, kennels, permanent fencing, invisible underground fencing, or other out buildings/structures.
 - (b) Pet houses, containers, enclosures or modifications to the Unit providing ingress/egress of pets.
 - (c) Clotheslines, clothes poles or racks.
 - (d) Playground equipment, play bars, basketball backboards, volleyball or badminton nets, etc., for more than 24 hours and never to impede the grounds maintenance (mowing, trimming, snow removal, etc.)
3. Planting of any kind, such as shrubs, flowers, or vegetables *on common grounds* is permitted only with written approval of the Board. Such requests are encouraged and will be looked upon favorably if harmonious with existing landscape plans. PLEASE NOTE: Such plantings are the ongoing responsibility of the homeowners. Shrubs and additional plantings need to be watered and trimmed as necessary by homeowners, as sprinkling system does not always reach them, and the contracted landscaping crew will not trim, prune, or otherwise care for such additions.

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4. Planting in the courtyard and/or along the side of the unit is considered to be *on limited common ground*, and must be agreed to by the nearest neighbor who views and/or shares that space. Again, such additional or substitute plantings are not the responsibility of the Association, and all ongoing care of such are the responsibility of the homeowner.
5. Weeding of all planted areas, be it *common grounds or limited common grounds*, is the responsibility of the homeowner. If weeding is not maintained regularly, the Association will have the landscaping crew do the necessary work, and will bill the Homeowner for the job. In addition, the Homeowner can directly request that weeding be done by the crew with the Owner paying the landscaping company directly at the time the job is completed.
6. The patio/deck areas may not be used for storage areas. No storage of loose items (hoses, garden tools, extra pots, bags of mulch, birdseed, etc.) is permitted outside the unit or garage, unless such items are stored in a suitable storage box/covered container which then is located on the patio/deck.

EXTERIOR CARE/MAINTENANCE

1. All driveways, walkways and sidewalks must be kept free of obstructions of any kind that could constitute an obstacle or hazard.
2. Personal articles including lawn chairs, gardening equipment, hoses, bicycles, toys, etc. cannot be left on common or limited common grounds. All such items must be put away *promptly* upon completion of their use.
3. Within 30 days of moving in, window treatments must be installed and then maintained and used to provide a respectful degree of privacy to both the owner and adjacent neighbors.
4. Exterior decorations (holiday lights, wreaths, etc., Halloween decorations, tiki torches, and the like) are attractive only for their specific occasions, and must be removed in a timely manner.
 - a. Halloween decorations may be displayed from mid-October to November 7th.
 - b. Christmas lights and decorations may be displayed from November 21st to January 21st.
 - c. Used Christmas trees cannot be left outside on common or limited common ground after being taken down. These trees should be placed at the curb in January for pickup by the city's trash hauler.
 - d. Lawn ornaments are restricted to courtyard areas and must be agreeable to the adjoining unit's owner.
 - e. Wind chimes must be approved by neighbors on both sides before hanging.
5. Exterior lighting fixtures must remain uniform in color and shape. Replacement of burned out exterior light bulbs is the responsibility of the homeowner. It is recommended that 60 watt bulbs be used and can only be clear or white color—no colored bulbs will be allowed.
6. Homeowners are responsible for preparing outside faucets for winter: all exterior faucets must be drained and shut off using the shut-off valve inside the unit.

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7. Rubbish and recycle bins must be stored in the garage except during weekly/biweekly service time. Bins may be placed at the end of the driveway--**but not on the lawn**--after 6PM the night before service. The bins must be returned to the garage on the day of service.

PETS: DOGS AND CATS

1. The size of resident pets is strictly limited to limited to twenty (20) pounds each.
2. No more than two pets are allowed per Unit—only one being a dog.
3. Neither tethered nor unattended pets are permitted on common or limited common grounds at any time.
4. While outside the unit, all pets—both dogs and cats—must be leashed and properly controlled at all times in accordance with these Rules and the City of Oak Park Heights Pet Ordinances.
5. Pet owners shall **immediately** dispose of the waste deposited by their pets, both on or off the property. A method for picking up this waste shall be carried at all times when walking pets.
6. Whenever lawn, tree or property damage can be reasonably found to be caused by a particular pet, the Association will so notify the owner and require the owner to pay for the damage.
7. Pets visiting for the day can exceed the 20 pound limit, but must adhere to all other of the same Rules as a resident pet. Pets visiting for longer than a day may only stay for a maximum of 7 days, and repeat 7 day stays within an annual timeframe are strictly limited. The frequency of having various pets visiting is also limited in any given year.
8. Any disturbance such as noise or noxious odor or aggressive tendencies by any pets—resident or visiting--will be cause for immediate action by the Board to remove the offending pet from the property.
9. Owners who rent their units are responsible to ensure that their **tenants are not allowed to have pets.**
10. Pet owners and pet hosts should familiarize themselves with the City of Oak Park Heights Pet Ordinances and adhere to the laws at all times.

SIGNAGE

1. Only one FOR SALE sign by realty companies or owners is permitted. The sign cannot exceed five (5) square feet. The post hole must be filled and otherwise repaired when the sign is removed. An OPEN HOUSE sign may be displayed on the day of, and only during the hours of, the open house event.
2. Posting of other various other types of signs on or about the grounds are not permitted, except when necessary to announce a party, sale or other one-day event. The signs should be attractive and removed immediately after the announced event is completed.

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GARAGE AND PARKING RULES

1. All residents' vehicles must be parked in their respective garage or driveway. Our limited street parking is reserved for very short-term guests.
2. All roads must be kept clear so that emergency vehicles have easy access. In no case should residents or their guests block access to other units' driveways or to any mailboxes. Unlicensed or inoperable vehicles are prohibited from Association property. It will be assumed if a vehicle is not moved from a driveway in any consecutive 72 hour period, it is inoperable. Vehicles in violation of these rules are subject to a fine and/or towing at the owner's expense.
3. In winter months, no vehicles should be parked in such a way as to interfere with snow removal. Snow will not be plowed around vehicles parked in the driveway. In that event, the homeowner is responsible to remove the snow themselves. If the owner wishes the plow to return, the cost of the special trip will be the homeowner's and payable at time of the special service.
4. No boats, heavy trucks, campers, trailers, snowmobiles, or recreational vehicles shall be kept on the homeowner's driveway for more than 48 hours at a time. In no case, shall any such vehicles be parked on any lawn area. Special circumstances require Board review for possible temporary written approval.
5. Snowmobiles, mini-bikes, 3- or 4-wheelers, etc. shall not be operated on common or limited common grounds.
6. Auto repairs of any type are discouraged. Repairs taking more than one day to complete, or repairs done for hire, are prohibited.

ASSOCIATION POLICY RULES

DUES

Monthly association fees are due and payable on or before the 1st of each month. A \$15 late fee will be charged for payments which arrive after the 15th of the month, or which are less than the amount designated. The Association will not waive late charges for any reason except billing error. Accounts which continue to be delinquent past 60 days can expect the Association to seek legal means to obtain payment. The amount of monthly association fees is up for review on an annual basis.

BUSINESS USE

Each unit may be used for single family residential purposes only. No commercial or business activity may be conducted in or out of any Unit.

DISTURBANCES

Unit owners, family residents, and guests shall exercise extreme care about making noises, or making use of musical instruments, stereos, radios, TVs, and amplifiers that may disturb other residents. No nuisances shall be allowed in the Units, nor should any use or practice be allowed which is a source of annoyance to other owners, or which interferes with the peaceful setting of the Common Interest Community by all Unit owners.

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QUIET TIME

Quiet time is designated as every evening from 10pm to 7am the next morning. During this time, extra care must be taken to not disturb the normal rest period of other residents. Such activities include, but are not limited to, hammering, use of power tools, vacuuming, talking loudly indoors or out, high TV or music volume, pet noises, etc.

COMPLIANCE WITH RULES AND REGULATIONS

Each Owner and Occupant is responsible for full compliance of the Rules and Regulations by all family persons, guests, visitors, lessees, and other persons during the time they are upon or using the property.

By acceptance to a title to a Unit, or by the occupancy of a Unit, either through a lease agreement or by being a part of the defined single family residency regulation, each individual agrees to hold the Association harmless and to indemnify it from and against any liabilities, loss or damages incurred by the Association as a result of any violations by the foregoing persons.

SALE OF UNITS

1. Any Owner contemplating the sale of a Unit must inform the Board of such intent **at the time the Unit is first offered for sale.**
2. The Association will, upon request in writing to the Association's Property Manager, provide Association documents, a statement of unpaid dues, fees and/or assessments, and other information, as required by the governing documents, and a copy of these Rules and Regulations. A reasonable charge may be made for the issuance of such.
3. Within 30 days after the purchase of a Unit, the new owner must register in writing with the Association Board.

RENTAL OF UNITS

The following regulations pertain to any Owner leasing a Unit:

1. The Unit and its garage must be leased together in their entirety.
2. Units cannot be sublet.
3. No short term rentals, or time share rentals, are allowed.
4. Owners must inform the Association, with written notice to the Board, whenever they lease/rent their Unit.
5. Information must be supplied no later than the commencement of the lease. Information must include the following:
 - a.) A copy of the rental/lease agreement.

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- b.) The name and phone number of the renter and all occupants of the home.
 - c.) The term of the rental agreement.
 - d.) A Certificate of Residency including appropriate fees as required therein.
6. The lease must state that the renters must abide by all provisions in the Bylaws, Declaration, Articles of Incorporation and these Rules and Regulations, and that failure to do so would be a default of the lease.
 7. The owner must supply a new copy of the information requested above each time a Unit is leased/rented to a new renter/occupant, or whenever the rental period is extended or renewed with an existing renter.
 8. It is the Owner's responsibility to handle all maintenance and repairs to the Unit that are not the responsibility of the Association, and to make sure the renter understands that all matters regarding maintenance and repair are to be handled with the Owner and NOT the Association.
 9. The Owner must supply a copy of these Rules and Regulations to the renter, and the Owner must ensure that the renter and occupants comply with all of the Rules and Regulations.
 10. The Association will notify the Owner of the Unit of any violation of the Rules and Regulations or governing documents of the Association by a renter, occupant or their guests. Upon notification of the Owner, the Board will enforce its Rules and Regulations.

COMPLAINT PROCEDURES

Since voluntary compliance with Association Rules and Regulations is not always obtained, on occasion it is necessary for the Board to deal with these situations. Members of the Board serve without compensation, and they are under no specific obligation to arbitrate disputes between neighbors. The Board does have the mandated authority to obtain and enforce compliance with Association Bylaws, and Rules and Regulations. The procedure for resolving concerns or complaints is as follows:

1. It is strongly recommended, but not mandatory, that the complainant has first attempted to obtain voluntary compliance by the Homeowner involved without official intervention. An open discussion, neighbor to neighbor, can be highly successful in most situations.
2. **Concerns or questions** regarding particular Association Rules and Regulations should be forwarded to or presented in person or in writing at a regularly scheduled Board meeting. If the concern requires immediate clarification, the Association Property Manager should be contacted and the Board will be promptly notified.
3. **Complaints of Rules violations** by a Homeowner or Unit resident must be presented to a member of the Board or to the Association Property Manager. Any such complaint should be as specific as possible in describing the violation (s). If the infraction is determined to be serious, the Board may require a statement in writing via a handwritten or typed note, e-mail, or text message, and signed by the complainant. Anonymous complaints will not be accepted, but the Board will keep such matters confidential as far as practical.

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ENFORCEMENT PROCEDURES

1. Any Owner or Occupant who violates these or any future Rules, Bylaws or Restrictions shall be required to pay a fine in an amount determined by the Board to be appropriate to the infraction up to, but not exceeding, \$200 for each month per time the violation occurs.
2. Blatant, additional or repeat violations shall subject the Homeowner and all other residents to all legal remedies available to the Association, as provided in the Declaration, the Bylaws, and State and County laws.

BOARD'S AUTHORITY

The Declaration empowers the Association, and thereby the Board of Directors, as follows:

1. **Authority to Regulate:** The Board has full authority to review these Rules and Regulations and change, alter, delete or grant waivers, of any portion or section, as it sees fit to further the health, welfare, safety and comfort of the Owners and Occupants.
2. **Authority to Enforce:** Any resident who violates or disregards the decisions and directives of the Board in their enforcement of these Rules and Regulations and/or the Bylaws can be required to pay a fine as determined by the Board.
3. **Authority to Take Legal Action:** Any Owner or Occupant who violates the Board's directives and enforcement decisions shall be subject to all legal remedies available to the Association, its Board, and all other residents. The cost of seeking legal resolution by The Association including, but not limited to, attorneys' fees and costs, will be added as an assessment against the Unit in violation.

NOTICE OF REVISIONS TO HOMEOWNERS

The Board will provide timely notice of any changes to these Rules and Regulations to the members of the Association.

APPROVED BY BOARD MEMBERS:

Katherine L. Belkey 7-19-15

James Hanna 7-19-15

Franklin J. Borch 7-20-15

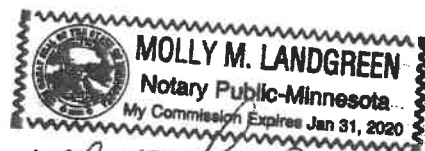
Jean R. Schae 7-20-15

APPROVED BY OFFICERS:

Judith Cherkant 7/20/15

David C. Kral 7-20-2015

Officers' signatures notarized as follows:



Molly M. Landgreen 7/20/15