

# **LAKEVIEW MANOR TOWNHOMES ASSOCIATION**

## **RULES AND REGULATIONS**

### **FORWARD**

Lakeview Manor Townhomes Association is a concentration of single family homes set in a multifamily townhouse setting. The members view all of their fine common areas as an extension of their homes, and all users are invited guests. The common areas are not public spaces. Therefore, the common areas shall be used only for residential purposes by Lakeview Manor Townhomes Association residents and their guests in a careful and respectful manner.

All of the property not included within the unit constitutes Common Elements. Any Common Expense or portion thereof benefiting fewer than all of the units may be assessed exclusively against the units benefited. The party responsible for making repairs is not always the same as the party responsible for paying for them. Minnesota law and LMTA Declaration and Covenants entitle it to assess repair costs to the unit or units where the work was performed. Further, when common expenses do not benefit all units, the Association Board should assess the expenses against only the units that are benefited (per Minn. Stat. § 515B.3-115(e)(2))

Each owner shall have the non-exclusive use of the common areas provided for the enjoyment of all homeowners, but subject to all rules as from time to time shall be established by the Association Board. Because the homeowner decides to reside in a common interest community, they are subject to covenants for the purpose of preserving the architectural character, resale value of the townhomes and making LMTA a desirable place in the community to live.

Each member is responsible for compliance with the Rules and Regulations by his family, guests, visitors, lessees and others brought to the community. See the Declaration Of Covenants itself for specifics. Below is a summary of key elements.

### **GOALS OF THE RULES AND REGULATIONS**

It is the goal of these Rules and Regulations to provide reasonable guidelines for the residents of the Townhomes in order to provide the highest quality of residential townhouse living attainable.

The following Rules and Regulations have been prepared with the residents' comfort and convenience as its first priority. They have been established for the benefit of all members and your cooperation is paramount if their goal is to be attained.

The wishes and needs of the residents will always be given primary consideration when forming or amending the Association's Rules and Regulations by the Association Board.

#### **I. General Regulations**

A. No business activity of any kind, designed for profit or otherwise, shall be permitted on the property without prior authorization by the Association Board.

B. Each owner or occupant shall comply with all applicable laws, ordinances and regulations and shall save the Association Board and other owners and occupants harmless from all fines, penalties, costs and prosecutions for any violation thereof.

C. No garbage cans, trash containers or other unsightly personal property shall be placed on the Common Property, nor shall anything be hung or shaken from the windows. Limited Common Areas including patios, decks and screened-in porches shall not be used for storage of any items of personal property except for seasonal furniture.

D. No clothes, sheets, blankets, laundry or any other kind of articles shall be hung out of a townhouse overnight. No accumulation of rubbish, debris or unsanitary material shall be permitted on the Common Property, except in designated areas. No vehicles, toys or other personal property shall be stored on the Common Property, except in designated areas.

E. Refuse shall be placed in properly tied non-leaking garbage bags or garbage cans with the lids securely fastened. Refuse shall not be placed in driveways before dusk the day prior to pick up. Loose papers and boxes shall be crushed into tight bundles. If the rubbish consists of packing cartons or crates, the owner or occupant shall arrange for pick up of such packing cartons or crates that will not be accepted by the recycling pick up.

F. The removal of refuse or litter left on the Common Property by any owner or occupant, or guest thereof, shall be the responsibility of such owner or occupant. Owners and occupants shall use their best efforts to prevent the Common Property from becoming unsightly.

G. Damage to the property caused by the moving or carrying of articles thereon shall be paid for by the owner or person in charge of such articles. Damage to the exterior of the building units including without limitation, garage doors and window screens may be repaired by the Association Board and the expense of such repairs shall be paid promptly by the respective owner. If such repair expenses remain unpaid for 30 days after billing, the Association Board may assess the repair expenses against the respective unit according to the assessment procedures set forth in the Declarations and Bylaws of the Association. Damage to the property of others, including the Common Property, resulting from misuse of such facilities, of any nature or character whatever, shall be paid for by the owner or occupant responsible.

H. Walkways, parking areas and other portions of the Common Property used for access to and from garages and parking areas shall not be obstructed or used for any other purpose than for ingress to and egress from such areas.

I. No noxious or offensive activity shall be carried on in any townhome or on the Common Property; nor shall anything be done therein either willfully or negligently, which may be or become annoying or a nuisance to the other owners or occupants. No owner or occupant shall make or permit any disturbing noises to be made on the Property by family or guests. This includes fireworks which are prohibited by the Association.

J. No owner or occupant shall interfere in any manner with any portion of the common utility apparatus in or about the Property.

K. No radio, CB, television, satellite dish or other antennae shall be installed by any owner or occupant anywhere on the Property without prior authorization of the Association Board.

L. Owners and occupants shall not place identification or other permanent signs in any place on the Property, except in the directory or on the mailbox provided for these on their townhouse. One "For Sale" sign shall be placed on Association Board designated locations

when a unit is for sale. Temporary signs may be put out for the day of the open house only. Small security signs are acceptable if they do not interfere with maintenance of grounds.

M. No private exterior shades, awnings or window guards shall be used except as shall be approved by the Association Board.

N. Nothing shall be done or maintained on the Property which will increase the rate of insurance for the Property or contents thereof. No owner or occupant shall permit anything to be done or kept in his townhouse or on the Common Property which will result in a cancellation or increase in the cost of insurance on the Property or contents thereof, or which would be in violation of any law.

O. No additional building, tent, animal shelter or structure of any kind shall be placed, erected, kept or maintained on the Property without the prior written consent of the Association Board.

P. Unless the Association Board gives written consent in each instance, owners and occupants shall not affix any machinery, refrigeration or heating device or air conditioning apparatus, except for common household appliances and existing equipment, in any townhouse, or use or permit to be brought into any townhouse any explosives or inherently dangerous articles. Gasoline may be stored in a listed sealed container or a container approved by the local fire officials. In no instance may the gasoline container exceed six (6) gallons in size. All mechanical or electrical equipment of any kind or nature installed or used in any townhouse shall fully comply with all the rules, regulations, retirement or recommendations of the Board of Fire Underwriters and other public authorities having jurisdiction.

Q. The agents of the Association and any contractor or workman authorized by the Association Board or its agent, bearing proper identification, may enter any townhouse at any hour of the day, after notification (if practicable) to the owner or occupant, for the purpose of correcting any condition which presents a danger of serious loss or damage to the Property or injury or death to any person.

## **II. Pet Control Regulation**

A. The Elysian City Code requires that all dogs be under total restraint when out of the house or car. No dogs shall be permitted to run at large at any time. All fierce, dangerous or vicious dogs must be confined except when muzzled and under control of a competent person.

B. In Lakeview Manor Townhomes Association, the following additional regulations apply:

1. The pet owner is liable for any injury or damage done by their pet.
2. A domestic dog which is a house pet is allowed to be kept by owners or occupants within the property, subject to the following:
  - a) One (1) dog up to eighty pounds will be allowed per unit. Special circumstances must be approved by the Association Board.
  - b) Dogs must be quartered inside the Owner's house. Other quarters such as dog runs, dog houses, or dog kennels outside of the houses are not permitted.

- c) Dogs must be on a leash or in the control of their owners at all times when outside of the house and on the property. DOGS ARE NOT AT ANY TIME TO BE ALLOWED TO RUN LOOSE UNATTENDED.
  - d) Dog droppings are to be removed IMMEDIATELY from the property by the animal's owner. (Failure to do so may result in a special assessment to pet owners to cover cost of clean-up and damaged sod replacement.) Pet owners are reminded to take plastic baggies or paper towels with them when walking pets. Dogs shall be deterred from urinating on decorative plantings, lamp posts, steps or sidewalks, or in the areas directly in front of your neighbor's entry.
  - e) Dogs that display aggressive behavior such as biting, snapping, growling or ferocious barking are not allowed on the property at any time.
  - f) Dogs barking on the property are to be strictly controlled by the dog's owners.
  - g) If a guest does bring a pet to your townhome, it is the homeowner's responsibility to be certain they comply with all of our rules and regulations regarding pet control.
3. Small birds and fish are allowed to be kept by owners or occupants provided that they are housed and maintained within the owner's house. No exotic animals, reptiles or insects shall be allowed on the Property.
  4. Two domestic cats shall be allowed per unit.
  5. Pet owners are responsible for reimbursing the Association or other offended parties for damages to landscaping and/or buildings or other private property caused by their pet.
  6. Homeowners must be at home when tethering pets outside.
  7. If the patio or deck areas are used as pet exercise areas, any litter or urine must be cleaned up immediately to prevent the creation of a public nuisance (odor). Hosing down is not sufficient.
  8. Any violations of the above rules will be cause for action by the Association Board. The Association Board has final authority in decisions concerning violations under these regulations including pet removal from the property for repeated violations.

### III. **Children**

A. Parents are responsible for their children's behavior, welfare and safety while on the property.

B. Disturbances arising from children's behavior and use of the property will be directed to the Association Board.

C. Parents are responsible for any damage to common property caused by their children and guests' children invited by such parents.

D. Particular note is to be made of a parent's responsibility for their children's welfare and safety in relationship to the public streets and waters bordering the property. The Association Board, its members and agents are to be held harmless.

#### **IV. Motor Vehicles and Parking Regulations**

A. No motorized vehicles, including riding golf carts, shall be parked on the grass overnight. Snowmobiling on the Property is prohibited.

B. No vehicle belonging to an owner or occupant, or their guests, shall be parked in such a manner as to impede or prevent ready access to any garage or other resident parking spaces. Each owner or occupant, and their guests, shall obey all parking regulations of the Association Board and any other traffic regulations made known by the Association Board in the future for the safety, comfort and convenience of the owners, occupants and others using the Property. Personal vehicles should be parked in homeowner's driveway.

C. No owner or occupant shall cause or permit the blowing of any horn from any vehicle in which such owner or occupant is an occupant anywhere on the Property, except as may be necessary for safe operation thereof.

D. No vehicle shall be left parked, stalled, or standing anywhere on the Property in a non-operative condition. No vehicle repairs outside of residential garages will be permitted on the Property, except as may be permitted by the Association Board in writing. All vehicles must have current license tags.

E. The Association Board reserves the right to remove any vehicles parked in an unauthorized place or manner at the expense of the vehicle owner. No boats, trailers, campers or RVs shall be parked on the street or in the resident's driveway for more than 48 hours without approval of Association Board.

#### **V. Membership and Rental Regulations**

A. Any homeowner contemplating the sale of their townhouse unit shall inform the Association Board President or Secretary of such intent at the time the unit is offered for sale. The Association Board will provide Association documents, a statement of unpaid Association fees or assessments and other information to the prospective buyer or title company upon request in writing to the President or designate. A reasonable charge may be made for issuance of such information.

B. Upon purchase of a townhome, the new owner shall become a member of the Association upon registering with the President or Secretary of the Association Board by informing of name, address, and other appropriate information.

C. No unit shall be used for purposes other than for single family residential purposes.

D. Leasing of a unit is restricted to special circumstances and requires approval from the Association Board. Board consideration for leasing will include the following conditions:

- An owner is subject to an extended absence due to a job assignment, illness, military service, and length of the lease.

#### **The following regulations have been adopted for any Owner leasing their unit:**

1. The homeowner must inform the Association Board, with written notice to the President or Secretary of the Association, whenever they lease their unit. Information to be supplied to the Association Board must include:

- a. Copy of the rental/lease agreement.

- b. Name of lessee and their contact information.
  - c. Owners or his/their agent's address and phone while unit is leased.
  - d. Person in possession who is in charge of the unit and his address (if other than the unit address) and work and home phone numbers.
- 2. Term of lease agreement must be for a period of not less than 90 days.
  - 3. It is the homeowner's responsibility to supply a copy of the Rules and Regulations, Declaration of Covenants and By-laws to the lessee and ensure that the lessee and occupants comply with all the Rules and Regulations of the Association.
  - 4. The homeowner must supply a copy of the lease agreement and information requested in Item 1 above each time a unit is leased to a new lessee/occupant or whenever the rental period is extended or renewed with an existing lessee.
  - 5. The unit must be leased in its entirety and cannot be subdivided or partitioned.
  - 6. The owner is responsible for the timely payments of the monthly Association dues including but not limited to periods during which it is leased.
  - 7. It is the unit owner's responsibility to handle all maintenance, repair, etc. within the townhome unit and upon the townhome and lot and to make sure that the lessee fully understands that all matters regarding maintenance, repair, etc. are to be handled with the homeowner and NOT the Association and/or Association's Management agent.
  - 8. Any violation by a lessee/occupant or their guests of the Rules and Regulations, Declaration of Covenants and/or By-Laws of the Association will be brought to the attention of the homeowner by the Association Board. Upon notification from the Association Board, the unit owner will cause the violation to be corrected within seven (7) days. In the event the violation reoccurs or is not corrected within seven (7) days, the homeowner shall be required to pay an additional fee equal to the monthly common area fee for their unit for each month during which the violation exists.
  - 9. If deemed necessary, the Association Board will discuss and review the violation and corrective action with the homeowner at its next regularly scheduled meeting or at a meeting specifically called for that purpose. At the time of the violation review with the homeowner, the Association Board must be satisfied with the corrective action or it will invoke its right to enforce termination of the lease agreement between the unit owner and their leaser and demand the vacating of the premises by the lessee one full month from the date of notice to the unit owner from the Association Board.
  - 10. The Association Board will enforce its rights to levy additional fees, institute unlawful detainer actions or to terminate a lease agreement with all legal remedies available to the Association, its Association Board, and all the residents as provided in the Rules and Regulations, Declarations and Bylaws of the Association, and by law.

**VII. Deck/Patios/Screened-in Porches**

A. Holiday decorations may be placed on decks, screened-in porches and patios, garage fronts and the area on and around the front door as long as the exterior of the building

is not damaged in any way. Christmas decorations can be put up sixty (60) days prior to and are to be removed within sixty (60) days following the holiday (weather dependent). Other holiday decorations can be put up thirty (30) days prior to and are to be removed thirty (30) days following the holiday. (See page 10, section H, #4)

B. Planters on patios, screened-in porches and decks which are planted with living plants/shrubs are to be maintained by the Owner, and plants are to be removed upon loss of the plant.

C. Any additions, changes or alterations to the patio, screened-in porch, deck, or surrounding areas requires approval by the Association Board. (See the section on "Architectural Control Guidelines")

D. The following are prohibited activities as they relate to the use the decks, screened-in porches, patios and surrounding areas:

1. Posting of signs or advertisements.
2. No Overnight hanging of garments, rugs and the like from the deck railings or temporary racks (no clotheslines).
3. Storage of tires, boxes, bicycles, beer kegs, cases of beverages or any item not considered seasonal furniture or accessories, or normally used for purposes of enjoying a deck/screened-in porch/patio.
4. Feeding of birds, squirrels or animals is prohibited if it creates a nuisance for neighbors.
5. Stacking of wood for a fire-pit is allowed on lower patios only and must be done neatly and in amounts not to exceed 1/4 cord (32 cu. ft).

## **VIII. Architectural and Exterior Regulations**

### **A. Objectives**

1. To preserve the visual integrity of Lakeview Manor Townhomes to express a sense of community.
2. To promote an esthetically pleasing environment which preserves Owners' investments.
3. To encourage homeowner participation in development of common goals and standards.

### **B. Association Board Authority**

1. No modification, decoration, change or other improvement of any kind shall be commenced, erected or maintained upon the lot or exterior of the buildings without prior written approval by the Association Board.
2. Approval shall not be given until plans and specifications showing the nature, design, kind, materials and location of the same shall have been submitted to the Association Board in sufficient detail to assure its structural and maintenance

soundness and its esthetic compliance with the architectural scheme and harmony in relation to the surrounding structures and topography of the complex.

3. The Association Board shall approve or disapprove the request within forty-five (45) days from receipt by the person designated by the Association Board to receive such requests or in the event of no designation, the President. In the event the Association Board or its designated committee fails to approve or disapprove said plans, and such specifications have been properly received by the designated representative of the Association Board, approval is hereby automatically given and this article shall be deemed to have been fully complied with.
4. No Owner shall decorate the exterior of his/her home or garage except according to the plans and specifications approved in writing by the Association Board, as the case may be, so that the exterior of the buildings shall always be maintained according to a common and harmonious plan. The following has been developed to expedite the work of the Association Board. Possible exterior decorations have been divided into three categories:

- a. **PERMITTED (P)** Owners do not need approval of the Association Board
- b. **NEEDS APPROVAL (N)** Owner is required to get approval of the Association Board

Authorization will be required for anything that does not conform to items listed as permitted. Owners should submit a written request with details about the project. Request forms may be obtained from the Association Board.

- c. **NOT PERMITTED (X)** Additions, alterations, or decorations designated as "Not Permitted" are non-negotiable. They will not be authorized by the Association Board.

All additions, alterations, or decorations must be undertaken in a manner causing minimal disturbance or inconvenience to other homeowners and to grounds maintenance personnel.

d. SPECIFIC REGULATIONS

ROOF

- (1) Weather Vanes - (X)
- (2) Antenna - (X)

e. DOORS and WINDOWS

- (1) Awnings - (X)
- (2) Screen/Storm Doors - (N)

f. Patios, Screened-in Porches, Decks, Overhangs and Concrete Entries

- (1) Hanging planters and planters on patios, screened-in porches, decks, and entryways - (P) Planters on railing must be firmly attached. Dead plants must be removed. Front entries, lower patios, and railing planters shall contain flowers only (no vegetable or fruits) as these containers contribute to the harmony and beauty of our townhomes. Vegetables may be allowed on your deck.

g. Wood fireplaces (X)



NOTE: **See section G: Common Area Planting/Equipment** for rules regarding common area. There are to be no hanging flower baskets or other decorations from the garage overhangs, or from overhangs on sides of townhomes. Hanging plants are allowed in concrete entry, decks, screened-in porches and patios only. The Association Board has the right to ask any homeowner to remove items they feel to be in bad taste or a nuisance to their neighbors.

- (2) Bird Feeders and Thermometers - (P) On decks and patios only. Owners are required to clean up bird droppings.
- (3) Awning - (N)
- (4) Enclosures (ie. Greenhouses, tool sheds, etc.) - (X)
- (5) Clotheslines - (X)
- (6) Permanent outside playground equipment, i.e. basketball hoops, swings, etc. (X)
- (7) Windsocks - (P)
- (8) Wind chimes - (P)
- (9) Grills - (P) On decks and patios. They should be placed at least 3 feet from the building. Always shut gas off at tank when not in use. Never leave a lit grill unattended. Charcoal grills on decks should have a fire resistant pad under them. A fire extinguisher is recommended when using grills. If grills are used any place other than decks and patios, they must be removed prior to dusk. Indoor storage of propane tanks is not recommended
- (10) Fire pits may not be used within 20 feet of any building. (P)
- (11) Indoor/Outdoor Carpet or any other covering on deck surfaces or patios - (X)  
Small area rugs or entry mats are permitted.

**g. COMMON AREA PLANTING/EQUIPMENT**

- (1) Permanent shrubs, trees, etc - (N)
- (2) Vines - (N)
- (3) Vegetable or Flower Garden - (N)
- (4) Standing Ornaments (i.e. birdbaths, figurines, etc.,) - (N)
- (5) Recreational Equipment & Lawn Chairs - (P) Must be removed from common area prior to dusk unless approved by the Association Board.
- (6) Flower containers should be limited, in good taste and not detract from the overall planting scheme. The Association Board has the right to ask the homeowner to remove pots if deemed excessive - (P)
- (7) Newspaper boxes - (X) No new ones

#### h. GRAPHICS AND LIGHTING

- (1) House numbers changes - (X)
- (2) Signs: political, commercial advertising or any permanent - (X)
- (3) Realty signs - (P) Temporary open house signs - must be removed the same day.
- (4) Holiday Lighting - (P) on common grounds miniature lights. Must meet city and state codes and must be removed within a reasonable time. Must not damage the exterior or trees.
- (5) Decorative Lighting (i.e. floodlights, beacons, spotlights, colored lights, etc) - (N)
- (6) Decorative landscaping lighting, miniature white lights, and motion lights - (P)

#### **IX. Miscellaneous**

- A. Garage sales are limited to one weekend per season per unit. Moving sales may be held at other times but also use be limited to one weekend per year per unit.
- B. No radio CB, Television or other antennae shall be installed by any owner or occupant on the exterior of the property with the exception of one video programming dish per unit one meter (39 inches) or smaller across. For these antennae one meter or smaller it is requested that they be placed in locations that are as inconspicuous as possible while still able to receive the required signals, (e.g. at the rear of one's property rather than the front.) Repair of any damage to structures caused by such installations may be the responsibility of the individual townhome owners. The Association Board will be happy to aid in the selection of such a location for any association member who so desires. No antennae are allowed on any common grounds.
- C. Please refer to the Dock Charter regarding rules and actions required to secure and maintain boat privileges.
- D. Any volunteer of the Association will waive liability to the Association Board and members of the Association in the case of injury or damage to property.

#### **X. Compliance and Enforcement of Rules and Regulations**

- A. Each member is responsible for full compliance of the Rules and Regulations by all family persons, guests, visitors, lessees, and others the members bring to the Lakeview Manor Townhome community.
- B. Losses or damages to common area spaces, grounds, fixtures or machinery caused by a member or by his guests, visitors, lessees or other persons brought to Lakeview Manor Townhomes shall be replaced or paid for by the member involved.
- C. Any member/resident can report an infraction of the established rules and regulations to an Association Board member. Any request for enforcement by a member/resident must be submitted in writing to the Association Board for review and recommendation for Association Board action. It is suggested that members/residents attempt to resolve their differences themselves if possible before contacting the Association Board.

- D. The Association Board may allow reasonable variances and adjustments of the provisions of these Rules and Regulations in order to overcome practical difficulties and prevent unnecessary hardships.
- E. The Association Board reserves the right to amend, alter or cancel any of these rules and to make such other rules and regulations from time to time as may be deemed necessary, prudent or beneficial for the safety, care, cleanliness and esthetics of the premises and for securing the comfort and convenience of all residents of the complex and to retain and enhance property values.
- F. Failure to comply with these Rules and Regulations may result in the Association Board assessing fines and/or taking legal action if necessary.

Approved by Lakeview Manor Townhomes Association Board - August 31, 2023