

## Northern Heights North Townhomes Rules and Regulations 2019

### 1) Livestock, Animals, and Poultry

- a. No animals, livestock or poultry of any kind shall be raised, bred or kept in NHNT with the exception of dogs, cats or other household pets provided that they are not kept, bred or maintained for any commercial purpose.
- b. No kennels shall be erected anywhere within a unit or upon the common elements.
- c. Pets will be kept indoors unless they are accompanied by the owner, are leashed and the leash is in the pet owners hand at all times.
- d. Owners will be responsible for cleaning up after their pets and may be separately assessed all costs resulting from damage done by such pets to the common elements.
- e. The association reserves the right to restrict or prohibit pets in excess of two.

### 2) Advertising

- a. No advertising signs, garage sale signs or signage of any sort shall be allowed whether posted on the interior or the exterior of any unit, or on the common property.
- b. Exception: when the owner is selling their unit, a “for sale” sign is allowed. The Board designates the front yard of the owner’s unit for a “for sale” sign.

### 3) Garbage and Refuse Disposal

- a. All members shall be required to use the same refuse disposal service.
- b. Refuse and recycling bins shall be stored in the garage of each unit until after 6:00 pm the day before pickup by the disposal company and returned to said garage within 24 hours of pickup.
- c. Bins will be left in the unit’s garage when the home has been sold for next owners.

### 4) Storage

- a. No boats, snowmobiles, trailers, recreational vehicles, unlicensed or inoperable automobiles or trucks or other vehicles shall at any time be stored or parked at any unit or in its garage.
- b. No such boats, snowmobiles, trailers, recreational vehicles, unlicensed or inoperable automobiles or trucks or other vehicles shall be stored or parked on streets, driveways or any part of the common elements without the express written approval of the Board.
- c. Loading of such vehicles, provided 24 hours is not exceeded, may be allowed with the prior approval of the Board.
- d. Long term parking of vehicles in “Visitor Parking”, east end, is prohibited without consent of the board.

## 5) Prohibited Structures

- a. No structures of a temporary character, trailer, basement, tent, shack, garage, boat house, storage shed, barn or other out-building shall be used on any unit or on any common elements at any time whether the intention is for temporary or permanent use.
- b. Bicycles must be stored in a unit or its garage.
- c. Only patio furniture or picnic tables may be left or stored on the patio, deck, or on the patio beneath the deck.

## 6) Exterior Maintenance of Units – Reminder the Association owns from the studs out any work done without Board approval can be reversed with any costs incurred by the Association reverted to the Homeowner.

- a. The Association shall be responsible for shingles, concrete driveways, sidewalks and siding.
- b. The Association is not responsible for the cost of maintenance and cleaning of glass surfaces, painting and staining, windows or exterior light fixtures. Any costs incurred by the Association will be reverted to the homeowner.
- c. Maintenance of common elements is not to be performed by members without written approval by the Board or Maintenance Committee.
- d. All requests for maintenance must be submitted on a “Property Change Request Form” to a Board member. 30 days in advance. The Board has 30 days to respond. All Board members will follow the same steps as non-board members. No board member can approve their own “Property Change Request Form”.
- e. Request for a storm door must be submitted via a “Property Change Request Form” for approval by the Board 30 days prior to installation on the exterior of the units.

## 7) Association Dues Adjustments

- a. The Board shall have the authority to adjust the monthly association dues in an amount not to exceed 5% of the previous year’s dues annually without the approval of the members.
- b. An adjustment of more than this will require the approval of 2/3rds of its members (1 vote per household).
- c. Association dues are based on current operating budget which is made available to you when you purchase as provided by Minnesota State Law.
- d. All dues will be Automatically deducted. You will provide banking information to your board at time of the purchase of the Townhome.

## 8) Architectural Control

- a. No modifications, planting, landscaping improvements, storm doors or other improvement of any kind shall be made upon the common elements, unit or dwelling exteriors without the prior written approval of the Board.
- b. Any request for modification, decoration change, or other improvements shall be submitted via the "Property Change Request Form" and accompanied with a detailed plan drawn to scale for approval.
- c. The Board reserves the right to reject any request for lack of completeness or detail of the proposal being made.
- d. Any request must be submitted at least 30 days in advance.
- e. No birdhouses, flags or exterior attachments shall be allowed on individual patios, decks or building exteriors without prior written approval of the Board.
- f. Personal property used on common property must be removed to inside unit areas after each use.
- g. Satellite dishes of a diameter of 1 meter (3 ft 3.37 inches) or less may be approved by the Board if a written request via the "Property Change Request Form" is submitted by the homeowner with the proposed location clearly indicated. Dishes greater than 1 meter (3 ft 3.37 inches) in diameter are prohibited. Under no circumstances can a dish be attached to any roof or building exterior.

## 9) Insurance Deductibles

- a. In the event an insurance claim is made by a member the nature of the claim will determine whether the Association or the homeowner pays the deductible part of the loss.
- b. Homeowner is responsible for the deductibles for claims on their individual townhome insurance. For example, if a member had damage to the interior of their dwelling due to overflow of bathtubs or toilets or washer, the deductible would be responsibility of the member. But if similar damage was caused by a frozen pipe or an event unavoidable by the member the deductible may be paid by the association if the Board determines it appropriate.
- c. The Board shall be the determining factor as to who should be responsible for payment of the deductible on those claims on the Associations insurance.
- d. Damage to the unit's exterior shall be similarly be determined by the Board, or the declarant during buildup, who is responsible for payment of deductibles.
- e. The Association insurance deductible is currently (2019) \$5000 per building.
- f. The deductible if not paid by the member as determined by the Board, may become a lien on the owner's unit.
- g. The homeowner shall be responsible for all costs involved in enforcing and implementing this provision plus interest at 10% from the date of lien recording.

