

2004

PLEASE READ OVER THE RULES AND REGULATIONS.  
MAKE ANY COMMENTS/SUGGESTIONS/COMPLAINTS  
AND BRING THEM BACK TO THE MEETING ON  
JUNE 13<sup>TH</sup>.

WHEN VOTING..... MAJORITY RULES.

SEE YOU ALL THERE..

JUNE 13<sup>TH</sup> AT 6:30p.m.

# LESTER PRAIRIE WEST TOWNHOMES ASSOCIATION RULES AND REGULATIONS

## INTRODUCTION

(Unlike in the case of single family housing, when you buy a townhome unit you become obligated to live by the BYLAWS and the RULES and REGULATIONS of the association. Read the Bylaws, the Rules and Regulations, and even the Declaration before buying into a townhome association. While rules and regulations are designed for the good of all owners, they may not be right for you). (The management of the association – Board of Directors- determines the level of the money fee (association fee) which is levied on each unit. The money collected then is used to pay for maintenance of the buildings and grounds, insurance on the buildings, and sometimes for the services of a professional legal assistance).

These revised Rules and Regulations are adopted in accordance with the authority given to the Board of Directors under the Declaration of the Lester Prairie West Townhome Association, effective the first day of July 2004.

These rules are intended to ensure the comfort and security of all residents and their guests. They are intended to help protect the value of all owners' investments in their units by insuring that the Lester Prairie West Townhomes remain a high-quality property. These documents may be amended from time to time to guarantee that these goals are met and the amendment process will be open to Association membership participation.

These Rules and Regulations apply to all individuals on the townhome property including, but not limited to, residents, unit owners, tenants, guests, business invitees, the Board, and Association personnel. Those residents and Unit Owners who violate the rules will face appropriate Board action.

**RULES AND REGULATIONS:  
(JULY 1, 2004)**

No awnings, sunroof, canopy or shutter of any type is permitted.

Front Yard and Backyard should be kept neat and tidy.

Grilling can be done in the front driveway and on the back patio but never in the garage. During grilling season the grill may be stored on the back patio, otherwise it should be kept in the garage.

Driveway and road should be swept as much as possible to keep clean and free of gravel, rocks, sand and any other debris, etc.

Screen doors are allowed but all have to be the same or very similar.

Planters or fences should be white plastic or vinyl only. The planters and fences in the front of the unit can only be temporary and must be able to move easily. The only fence that can be cemented in is the backyard patio fence, which needs to be approved by the Board.

Unit Owners shall keep patios clean, orderly, and free from clutter.

Patios may not be enclosed, altered or the appearance changed in any way without the prior written consent of the Board.

Patios may not be used for storage, other than for seasonal storage of barbecue grills, lawn chairs, and other items usually associated with patios.

Clothing, sheets, blankets, laundry, and similar objects shall not be hung out or exposed on patios and/or on the lawn, etc.

Patio furniture should be limited to appropriate outdoor furniture unless your patio is enclosed.

All bicycles, toys, outdoor recreation equipment, including but not limited to basketball hoops/poles and trampolines is prohibited unless they can be kept inside the garages when not in use, nor can they be kept outside overnight.

Outdoor cooking facilities, such as gas or charcoal grills shall be of portable style only.

Sidewalks, driveways, entrances and all other areas must not be obstructed in any manner and are to be kept free of any materials, which would be unsightly or hazardous including garden hoses, which should be coiled neatly out of sight when not in use. Only exception is in extremely dry season and then the garden hoses can be left out during the night.

Occupants shall not allow any rubbish, refuse, garbage, or trash to accumulate in places other than the receptacles provided. Each unit and lots shall at all times be kept in a clean and sanitary condition. (Front of the townhomes as well as the back).

Garbage cans may be left out over night (only on the night before garbage pick-up). Empty receptacles must be returned to the inside of the garages on the same day as scheduled pick-up.

Parents, grandparents, residents, etc. are responsible for controlling the activities of their children (grandchildren, guest children, etc) so that other residents are not unduly disturbed, especially in the evening hours. In order to insure your own comfort and that of your neighbors, radios, recording amplifiers, television receivers and/or any loud noises, etc. must be turned to a minimum volume between the hours of 10:00 p.m. and 8:00a.m.

All Unit Owners are responsible for their children, grandchildren, guests and their children, etc. when playing, riding bicycles, skateboarding, etc. on the private common driveway.

No one shall permit any activity or keep anything in a unit or elsewhere in which would be a fire or health hazard in any way tend to increase insurance rates.

No occupant shall make any use of a unit, which violates any laws, ordinances, or regulations of any governmental body. No occupant shall commit or permit any nuisance or immoral or illegal act in his unit or on the property.

Any trees, shrubs, gardens or plantings to be installed on the property must be approved by the Board, unless it is planted in the rocks.

Any sod, landscaping, or other property damage by the neglect or abuse of any person on the property shall be replaced at the expense of the Unit Owner who is responsible. This includes failure to water sod, trees, shrubs and other common plant material.

Speed limit on the common driveway is 15 m.p.h.

No owner, lessee, or other occupant of a unit shall use the unit for purposes other than a single-family residence. Single family is defined as one or more persons related by blood, marriage or adoption. No owner/resident may divide the unit for the sale or lease.

Association dues are due by the first of each month. Association dues not paid by the first of each month shall be delinquent and assessed a late charge of \$5.00 each day it is late until paid in full.

Any individual submitting a dishonored check to the Association for any reason will incur the standard bank charge, plus a processing fee payable to Lester Prairie West Townhome Association.

No items may be attached to the exterior vinyl siding, bricks, garage doors, etc. including flag pole holders, garden hose racks, hooks, trellises, lights, flower boxes, fireplace flues, skylights, etc. without the prior written approval of the Board.

The Unit Owner shall repair any damage caused by the hanging of decorations, etc.

The Unit Owner is responsible for obtaining insurance on the contents of the Unit, including carpets, cabinets, etc. and insurance for personal liability.

Seasonal decorations, flags, flowerpots, and other items in front of the units, along with the backside of the townhome can be left to the taste of the individual owner with consideration of their neighbors and appearance in mind. Do not put stakes, decorations out on the lawns (grass part) for the simple reason of more trimming to be done. Keep your decorations on the cement or on the rocks in front of your townhome and on the patio in back of the townhome.

Holiday decorations may be placed on the outside of a unit forty-five (45) days prior to the holiday. Holiday decorations must be removed no later than forty-five (45) days after the holiday.

The Unit Owner shall repair any damage caused by the hanging of decorations.

The Unit Owner must maintain all storm/screen doors in good repair. Once installed, the storm/screen doors become the responsibility of the Unit Owner.

All storm/screen doors and windows must be approved by the Board. Storm/screen doors must be white in color, as approved by the Board.

Broken windows and/or screens must be repaired immediately by the Unit Owner.

Patios may not be used as pet runs.

No animals, other than one dog and/or one cat or two cats, birds, and fish shall be raised, or kept anywhere on the Property, nor shall any animals be kept, bred, or maintained for any commercial purposes.

All pets must be leashed while outdoors. No pet shall be allowed to run at large.

Pet owners must clean up after their pets immediately. Each pet owner is responsible for cleaning up any messes and damaged done to theirs and/or anyone else's lawn and/or other property items from their pets, at the pet owner's expenses. (This includes spots that

have been damaged from urine and/or feces, (dog's waste), etc. from the pets).

Pets shall be controlled so as not to create a nuisance anywhere on the property.

A Unit Owner is responsible for the actions of pets of anyone residing in or visiting his Unit, and the costs of repairing any damaged caused by a pet shall be assessed to the Unit Owner.

No outside pens, walkways, fences, etc. for keeping the pets in will be allowed.

No pets may be tied outside the unit at any time.

All pet restrictions also apply to guest's pets.

All pets should be inoculated for rabies, and have tags verifying such inoculations, if questioned.

Owners shall take sufficient steps to prevent their pets from unreasonably disturbing other owners and shall remove any pet they cannot sufficiently control.

Board of Directors reserves the right to seek removal of any pet that becomes a nuisance due to chronic disregard of established rules and regulations at the pet owners expense.

Vehicles may not be parked, maintained, or stored so as to obstruct passage of other vehicles on the Property. All vehicles shall be parked on the dedicated areas, unless otherwise posted, or in the Unit's garage. No parking is permitted on the common driveways.

Owners and lessees shall park their vehicles in the unit garage and should avoid parking in the unit driveway as much as possible. Parking will be allowed on the side of the common driveway.

During or after any snowfall where there is an accumulation of two (2) inches or more and where a vehicle is parked on the Property in such a manner as to interfere with the plowing or removal of snow, the

6

vehicle shall be deemed to be interfering with ingress and egress of vehicles for emergency purposes, both driveways will not be plowed. It will be the responsibility of the Unit Owner who had the vehicle parked in their driveway. The Unit Owner will be given one (1) hour after snowfall to plow out his/her driveway and the neighbors at his/her own expense. If not done, the Board will hire to have it done. In the event the vehicle owner is a Unit Owner, a guest, or tenant of a Unit Owner, the cost and expenses will be assessed to the Unit Owner as a common expense.

Recreational vehicles/ RV's/Boats, etc. must be in enclosed garage areas and shall not be permitted in open areas. However, in the event that extraordinary circumstances arise, the Board must be notified and at that time may allow the parking of a vehicle for a period not to exceed seven (7) days.

If a Unit is sold, the present Unit Owner must notify the Board of the transfer of title and other requested information essential to the Association's records and efficient functioning. Any unpaid assessment fees, etc. charged to that unit will be paid in full or it will go against the abstract title until paid in full to clear the title.

In the common interest of the Association, no more than two (2) units May be rental properties.

Short-term renting could be allowed but to never exceed 12 consecutive months. This way if someone had to move and couldn't find a buyer, financial hardship, etc. they could rent their unit for up to twelve months to allow them appropriate time to conclude a sale.

Unit Owners who do not reside in a Unit owned by them shall provide the Board with their permanent residence address and phone numbers where they may be reached in an emergency, both at home and at work.

Every lease shall be in writing and shall be subject in all respects to the provisions of the Declaration, Bylaws, and Rules and Regulations of the Association. A notice of these Rules and Regulations shall be executed by the Owner and returned to the Board.



Each Unit Owner shall be responsible for providing his or her tenants with copies of the Declaration, Bylaws and Rules and Regulations. In Addition, the Association shall be given an original signed lease.

Unit Owners, Landlords, etc. are responsible to keep their tenants, etc. informed of all the new and upcoming Rules and Regulations, etc. and to make sure they abide from them.

If a tenant violates any provision of the Declaration, Bylaws or Rules and Regulations, the Board in its discretion, shall determine what action or actions should be taken against the Unit Owner or tenant, as the case may be. When the Board, it is discretion determines that a violation or series of violations warrant termination of the Lease, the Board may take whatever action or actions are necessary to terminate the Lease.

The Board must receive a signed and dated document between tenant and landlord (Unit Owner) stating the tenant has read and agrees to abide by the Association documents, including Rules and Regulations.

All expenses of the Board, in connection with any violations under these rules shall be assessed to the Unit Owner responsible as a Common Expense.

The cost of any damage to a part of the property, or fine for a violation of the Declaration, Bylaws or these Rules and Regulations, caused by a tenant, occupant, invitee, or pet thereof shall be charged against the Unit Owner as a common expense.

If any Unit Owner is found guilty of a violation of any of their terms or provisions of the Declaration, the Bylaws, or the Rules and Regulations adopted by the Board from time to time, the board will notify such Unit Owner, in writing, and a fine may be imposed against such Unit Owner, which shall be paid with the next payment of the Association Dues.

In the event of any violation of the terms and provisions of the Declaration, the Bylaws or the Rules and Regulations adopted by the Board from time to time, the Board reserves the right to pursue any

and all legal or equitable remedies to compel enforcement and compliance and all costs and expenses of pursuing any of such remedies, including but not limited to, reasonable attorney's fees. Any such costs and expenses shall be assessed to the Unit Owner at the time they are incurred and shall be paid with the next Association Dues.

**Reminder:** We do not have any landlords, caretakers, etc. So to keep costs down and to prevent assessing each unit, please do some of the little tasks yourself. (Cover air conditioner in winter, clean out rain gutters of debris, etc),

I have read and understood the Lester Prairie West Townhome Association Rules and Regulations: (June, 2004).

Unit 60 \_\_\_\_\_

Unit 74 \_\_\_\_\_

Unit 62 \_\_\_\_\_

Unit 76 \_\_\_\_\_

Unit 64 \_\_\_\_\_

Unit 80 \_\_\_\_\_

Unit 66 \_\_\_\_\_

Unit 82 \_\_\_\_\_

Unit 70 \_\_\_\_\_

Unit 84 \_\_\_\_\_

Unit 72 \_\_\_\_\_

Unit 86 \_\_\_\_\_