

Summer Pines Villas Homeowners
Association

RULES & REGULATIONS

Revised October 2017

SUMMER PINES VILLAS HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

Introduction

The rules and regulations contained in this document have been adopted by the Summer Pines Villas Homeowners Association Board of Directors, and were created to uphold the Governing Documents by:

- Promoting a sense of community;
- Facilitating cooperation between owners in a townhome setting;
- Ensure a common understanding and fair implementation of rules and regulations;
- Maintain property values and make Summer Pines Villas Association a great place to live.

It is the responsibility of each owner to know these rules and regulations. Owners should also understand the Statutes, Declarations and Bylaws and pass them on to a new owner upon sale of a townhome. **Guests and non-owner residents must also abide by the rules and regulations contained in this document.**

All communication with the Board of Directors related to the rules and regulations of the Association are to be directed to the Board via the Association's current Management Company (noted below).

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Section A – Parking

1. Each townhome unit has two parking areas:
 - The garage
 - The driveway directly in front of their garage door.

These parking spaces are not available for use by others unless authorized by the owner in writing. There will be a maximum of four (4) cars allowed on Summer Pines Villas Association property for each townhome. Any owner/resident with more than four cars must store/garage these vehicles off the property at the owner's expense.

2. Residents are allowed to park in their garage, driveway or public street of Spruce Drive. No Overnight parking is allowed on the streets.
3. Parking spots are not for vehicle, boat or recreation vehicle parking/storage. Vehicles parked must be removed in 72 hours or the vehicle will be subject to booting/towing, without notice, at the owner's expense.
4. Due to the narrow dimensions of the streets and the need for emergency vehicle passage, all vehicles parked overnight will be subject to towing. There is no short-term parking between the hours of 2am - 6 am.
5. Parking of any vehicle on grass or landscaped areas is prohibited and will result in a fine and the expense of repairing property damage.
6. No vehicle repairs are permitted in common areas or on townhome driveways.
7. Boats and/or recreational equipment of any kind are prohibited from being parked or stored on driveways or any common areas. *Notwithstanding the foregoing, no boats or boat trailers, snowmobiles, trailers, camping vehicles, buses, camper tops, "all-terrain vehicles," tractor/trailers, trucks in excess of 9,000 pounds' gross weight, or unlicensed or inoperable vehicles shall at any time be stored or parked on any Lot outside of a Dwelling with the express written approval of the Board of Directors, which may be withheld without stated reason.* All vehicles or equipment in violation will be removed from the property at the owner's expense without prior notice to the owner. These vehicles/equipment may be stored in an owner's garage if they allow the garage door to be closed completely.
8. All towing and storage charges incurred due to Board action for rule and regulations violation are the responsibility of the vehicle owner.
9. Following snowfalls of 1.5 inches or more, all cars must be moved from the driveways, streets, and parking spaces to allow for snow plowing services.

Owner/residents will be responsible for snow removal underneath and around their parked cars. When a snowfall is less than 1.5 inches, it is the homeowner's responsibility to remove ice and snow from their driveways and sidewalks.

Section B - Conduct and Noise

1. No unlawful or offensive activities shall be carried on in any townhome or elsewhere in Summer Pines Villas Association. Nor shall anything be done therein or thereon which shall constitute a nuisance or which shall, in the judgment of the Board of Directors, cause unreasonable noise or disturbance to others.
2. Residents shall not make or permit unreasonable noise that will disturb others. **Stereos, televisions, radios and musical instruments should not be loud enough to be heard in an adjoining townhome.** Noncompliance during the hours of 10 pm to 7 am will result in a fine.
3. Residents are responsible for the actions of their children, guests, pets and agents to assure they do not cause any annoyance, which may disturb other residents.
4. Residents should make the first attempt to resolve issues related to noise and conduct among themselves. Problems concerning conduct and noise caused by loud music, parties, bad behavior, etc. that are not resolved by the individuals involved, should then submit an incident report to the management company via email. The report can also be submitted via the property managements website – KingwoodManagement.com.
5. As required or when appropriate (and in any emergency), the Hudson police Department should be notified.
6. Any fines assessed by the Association Board of Directors, Police and/or Fire Department are the responsibility of the homeowner.

Section C – Pets

1. Residents/owners are allowed to have no more than three domestic pets per unit, Violation of this rule will result in the owner being required to remove their pet from the premises. "Guest" pets may be allowed in an owner/resident's townhome up to 48 hours.
2. Pet owners are required to clean up all pet waste immediately. Failure of prompt clean-up is subject to fines to the owner by the Board and/or City of Hudson. The Board may contract with a clean-up company and assess the clean-up charges to the owner.

3. Owners are responsible for any damage to property and grounds, including sod replacement, landscaping, etc. caused by their pet, guest's pet, or tenant's pet. Notice will be given to pet owners in violation of these rules. If action to correct the situation is not taken within the time set forth in the notice, repair will be made by the Association, the owner will be assessed for the cost of repairs, and a fine.
4. Pets must be leashed at all times while being walked outside the townhome. A person must accompany the pet at all times when it is outside the townhome.
5. All pets must be housed inside the home. Other quarters such as doghouses, kennel's or dog runs located outside the townhome units are prohibited. Tethering or leashing of pets to bushes, trees, other plant material, gas pipes or other building structures is not allowed.
6. Residents/owners are responsible for all behavior of their pets and must restrict them from becoming a nuisance to other residents. Dog barking is to be strictly controlled by owners.
7. All pet owners, by virtue of ownership of the unit, are hereby deemed to indemnify and hold harmless the Association, Board and Management Company against any loss or liability arising from a pet, including legal fees arising from a pet action.
8. Breeding of animals is prohibited.
9. Dogs must be registered with the Board, through the management company. Owners must be able to show proof of vaccinations and City of Hudson license upon request. A fine will be assessed for non-compliance.

Section D - Rental and Leasing of Townhome Units

1. Any lease arrangement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, the Bylaws and Articles of Incorporation of the Association, as well as any rules established by the Association Board, and shall contain the agreement of the tenant to be bound by the terms of such documents and shall provide that any failure by the tenant to comply with the terms of such documents or rules shall be a default under the lease or rental agreement .
2. Owners must supply the Board, via the management company, with the names and phone numbers of renters/lessees.

3. Owners must send a copy of the lease, and property owner's liability coverage to the Board, via the management company before the renter/lessee's move in date. Should an owner rent his unit, he must notify the management company, in writing of the rental.
4. Owners must submit a copy of renter's insurance for all new leases.
5. "For Rent" or "For Lease" signs or other advertising or window displays shall not be placed anywhere on the property.
6. Leases may not be shorter than seven days.
7. Owners are responsible for the behavior of renters/lessees.
8. Owners must submit signed agreement showing renters have received, and agree to abide by the Summer Pines Associations Rules and Regulations.
9. Any violation by the renter/lessee will be assessed against the owner of the unit.
10. The unit and its garage must be leased together in their entirety and cannot be subleased.
11. Tenant request for services shall be directed only to the property owner.
12. The landlord/homeowner must inform the Board, via the management company, of their current address and telephone number.

Section E - Common Areas/Building Exterior

The Summer Pines Villas Association declarations contains a detailed description of common areas.

1. Homeowners are personally responsible and liable for any damage to the buildings or common areas caused by the owner, non-owner resident, pets, guests. All portions of the real estate other than the interior of the townhome units are common areas.
2. Residents may use barbeque grills, gas/charcoal barbeque grills must be placed a minimum of 5 feet away from structures when in use. Electric barbeque grills may be used on decks and patios. Your grill must be covered at all times when not in use.
3. For safety and liability reasons, all fire pits and bonfires will be prohibited on Summer Pines Villas property. Outdoor fires: bonfires, fire pits, etc. are

unsightly; can be hazardous to property and person, and can be a liability to the Association. All outdoor fires are prohibited on/near Association property.

4. No personal property of any kind shall be stored, placed or kept (temporarily or permanently) in or on the common areas.
5. Patios or decks shall not be used for storage of personal property, except for potted plants, patio furniture and grills. Children's play equipment shall not be stored on common areas or on patios and decks.
6. In case of emergency, the Association or other emergency personnel may gain entry to units. If the owner is not home and a window or door needs to be broken, it will be done by emergency personnel. The owner will be responsible for all repair costs.
7. All storm and screen doors must be approved by the Board before installation. Please see attachment to the rules showing where to purchase Deck and Door stain approved colors.
8. Signs of any kind are prohibited from property without Board approval. Exception: See "Selling a Townhome Unit" section of the rules and regulations
9. No owner shall paint or decorate or adorn the outside of such owner's unit, or install outside such owner's unit any:
 - canopy or awning;
 - outside radio or television antenna;
 - satellite dishes;
 - or other equipment, fixtures or items of any kind,without the prior written permission of the Board of Directors.
10. The Board does not allow alterations to the existing landscaping or common areas without prior written permission.
11. No holes may be made on any part of the exterior vinyl siding or trim with nails or other hardware, unless the alterations are approved by the Board.
12. All internal repairs/modifications to the living units and garages are at the owner's expense. Improvements that impair structural integrity of the building are prohibited. Owners are responsible for damages to other units, garages and common areas due to their actions or negligence.
13. Garbage collection is weekly. All residents are expected to store their

garbage cans during the remainder of the week in their garage. Garbage and Recycling cans are only to be put out by the curb the evening before or morning of, garbage pick-up. Residents must remove their garbage/recycling can from the curb no more than 24 hours following garbage/recycling pick-up. Residents expecting to be away from home for an extended period should ask a neighbor to remove their garbage can from the curb and store it for them until their return.

14. Holiday lights and decorations:

- a. permitted on patios, trees, rock areas and shrubs immediately adjacent to your unit and entry doors. Lights may be clipped to gutters. Any lights or decorations must be attached so as not to pierce or damage siding, gutters, trees or shrubs. Only holiday lights are permitted on trees.
- b. lights and decorations **are not permitted** on common areas of the property. No decorations may be placed on roofs or lawns. All damage caused by decorations, lighting or affixing them to the property is the responsibility of the owner.
- c. Christmas trees are not allowed to be stored on patios. They must be removed to the proper disposal/recycling location as per City of Hudson guidelines.
- d. exterior seasonal lights should not be left on overnight except on the day of holiday. Any questions regarding holiday displays should be referred to the Board through the management company.

15. Open garage doors are unsightly and encourage crime. All owners/residents must keep their garage doors closed completely when not in use.

16. Mailboxes: The Post Office is responsible for the Associations mailboxes. If you lose your key, or if your mailbox lock is not working, please contact the City of Hudson post office. This is a maintenance expense borne by the individual homeowner.

17. Garage Sales:

- A. The Board requires notification of all garage sales. Owners are required to submit a garage sale architectural request form 1 week in advance.
- B. All signs advertising the garage sale must be removed by the end of each sale day.
- C. Any items left out from sale overnight on common, and limited common

elements; driveways, grass, rock beds, etc. is prohibited.

Section F – Guests

1. It is the owner's responsibility to inform guests of the Association's Rules, particularly those regarding parking. Owners shall be responsible for any violation or damage caused by their guests.

Section G - Selling a Townhome Unit

1. Wisconsin State Statutes require sellers to provide a buyer a copy of a statement of their account (Disclosure Statement), setting forth the amount of any unpaid assessments or other charges due and owing the Association, together with a copy of the Association's governing documents. These documents may be obtained from the Board via the management company.
2. Only wire 3 X 3 square feet "For Sale" signs are allowed on the seller's common area (close to their driveway). **POST SIGNS ARE NOT ALLOWED. Sellers that do not comply with this rule will be fined \$100.00 and \$25.00 for professional sod replacement.**
3. When a Townhome unit is sold, a copy of the Warranty Deed, which is generated at closing from the sale of the unit, must be forwarded to the Board via the management company. This is the legal document that notifies the Board and Management Company that ownership of the unit has legally changed hands. The Board/Management Company will not update their accounting records until they are in receipt of the Warranty Deed. Please share this information with your real estate agent. Please fax a copy of the warranty deed to Kingwood Management accounting department at 651-430-8430.

Section H - SATELLITE DISH INSTALLATION GUIDELINES AND POLICIES

Any installation or modification of a satellite dish must conform to the following guidelines. All installations or modifications are subject to inspection to ensure all guidelines have been met. Any homeowner who installs a dish not in compliance with these guidelines may be required to modify the installation to conform to the guidelines at the Board's request. All costs for required modifications will be at the homeowner's expense.

The Board of Directors reserves the right to amend or change the installation Guideline's at any time. All homeowners intending to install a satellite dish must obtain and return an information form from the Association regarding the identity of the installer and the type and location and of the dish to be installed. The information form may be obtained from Kingwood Management at 651-439-7812

1. The satellite dish shall measure one meter in diameter or less.
2. The dish may be installed only on a balcony, deck or patio designated as a limited common element pursuant to the Association Declaration. Dishes shall not be permitted on any roof, exterior wall, surface, or any Association common element other than as listed herein.
3. If Association maintenance requires dish removal, the Association shall provide the homeowner with 10 days written notice. Homeowners shall be responsible for removing dishes and wiring before maintenance begins. If the homeowner does not remove the dish by the required time, the Association may do so at the homeowner's expense. The Association is not liable for any resulting damage to the dish or wiring.
4. The Association may require a homeowner to place the dish in an inconspicuous a location as possible if it does not interfere with an acceptable signal reception.
5. If a homeowner does not possess a unit or limited common element with a direct site line in order to receive satellite dish signals, the Association shall not be obligated to provide for or allow an alternate location for a satellite dish.
6. Only one dish is allowed per household. No dish may be shared between two or more units.
7. The homeowner shall be responsible for all costs or damage associated with the dish, including but not limited to installation, replacement, repair and maintenance, damage to common areas or other property damage by installation, maintenance use or removal of the dish.
8. Any installation, maintenance or removal of a dish and all accompanying wiring must be performed by a licensed, insured and bonded professional installer. Removal of all construction debris from the property is the responsibility of the homeowner at the homeowner's expense.
9. The Association may require the dish, mast, and any visible wiring must be camouflaged or painted to match the color of the Association structure to which it is installed, unless the manufacturer of said dish advises that painting may reduce the quality of the signal to an unacceptable level.
10. Should a homeowner, upon sale of a unit or otherwise, remove a dish or related equipment currently located on the common elements, replacement on common elements will not be allowed. Any new installation will be allowed only under the terms of these Guidelines and Policies.

11. Following the removal of any dish, the Association will return any affected common element to its original condition and assess any costs involved to the unit.
12. All homeowners with existing satellite dishes must comply with these policies.
13. Insurance for the dish is the responsibility of the homeowner. The Association shall bear no responsibility to insure the dish nor shall the Association bear responsibility to compensate the homeowner for damage to or removal of the dish for any reason.

Section I - Water Leaks, Plumbing

Water Shut Off

Recognize that the Association is responsible for water leaks and maintenance of those items that are its responsibility per the governing documents but that individual unit owners are responsible for plumbing/water leaks in their own homes per the governing documents. It is strongly recommended that owners review their governing documents.

For example, a leak from the roof is an association responsibility. A leak from your dishwasher, garbage disposal, shower, etc. is the individual unit owner's responsibility. If this water leak enters the neighbor's unit, you will need to work with that unit owner to resolve the problem and repair.

What should you do if you encounter a water leak?

1. First, take whatever action is necessary to stop the flow of water, try to determine what is leaking and then to mitigate damages. If necessary, several companies have expertise in water evacuation and clean up that you can contract with in more severe water damage matters.
2. If the leak is coming from the unit next to you, contact the owner immediately. While it is purely discretionary, neighboring unit owners may want to exchange work numbers or cell phone numbers in case this happens.
3. It is also a good idea, if owners will be away from their homes for a period, whether it is a vacation or business trip, to have a friend, relative or neighbor periodically check their unit. In these instances, during the winter months, be sure not to set your heat too low – it should be set at 55 degrees or warmer, as pipes may freeze.
4. Kingwood Management has an after-hours emergency maintenance service

phone # 651-439-7812 and all owners are welcome to use it. If you contract with the maintenance company, and the emergency or water problem is the individual unit owner's responsibility, this invoice will be assessed to your account.

Section J - Insurance - Master Insurance Policy

The Association's master insurance policy renews each year in July. This premium is paid for by the association. A portion of your monthly assessments is allocated for the master insurance premium.

The Board of Directors wishes to stress to each homeowner the importance of obtaining homeowners personal insurance on your townhome. If you do not already have this coverage, it is important that you do so as the master policy deductible is \$10,000.00 which under certain circumstances is assessed back to homeowners who experience damage to their townhome.

H06 - Personal Property Insurance

Any personal claims filed under the master policy that do not exceed the deductible become the responsibility of the homeowner's own personal insurance policy. Kingwood Management and the Board of Directors recommend that owners contact their own personal insurance carriers about purchasing an H06 policy, which covers any gaps in coverage in the master association insurance policy.

It is in every homeowner's best interest to keep the frequency of claims down. This will in turn provide the association with a good loss history and keep the premiums down. Though the Association's insurance agent was able to obtain very competitive insurance rates this year, it is important for the association to maintain a good loss history record. Associations with a high number of claims pay higher premiums with higher deductibles and risk being cancelled.

Preventative Maintenance

Each owner can do their part by performing routine inspections and preventative maintenance in their own unit especially where water sources are concerned. Water softeners, dishwashers, washing machines, garbage disposals, toilets, sinks, all of these items have parts that can wear out and leak and cause extensive damage.

Section K - Owner Complaint Policies and Procedures

1. Prior to reporting an infraction or dispute to the Board (via contacting Kingwood Management Company) residents should make every reasonable attempt to resolve the matter between themselves.
2. Violation of the Association rules must be documented and reported in writing, to the Board through Kingwood Management Company. Please include the date, address and time of the incident. The name and phone number of the individual making the complaint or documenting a violation of rules should be included in the information submitted to the Board (via Kingwood Management Company).
3. Unless circumstances dictate otherwise, owner complaints will be reviewed by the Board at the next regularly scheduled Board meeting.
4. An owner may be fined, or other appropriate action may be taken by the Board of Directors, for failure to comply with the Declaration, Bylaws or Rules and Regulations of the Townhome Association.
5. Upon notification of assessment of fine or other enforcement action by the Board, an owner may request a hearing to contest the Board's action by submitting a written request to the Board (via the management company) within ten (10) days of the receipt of the notice of the Board's action. All decisions made by the Board at the hearing shall be final.

Section L - Grievance Procedures and Fines

1. Legal actions may be taken by the Association Board at any time at its sole discretion.
2. All parties involved in the violations may be heard by the Board at an upcoming meeting.
3. All fines and legal costs incurred by the Board will be assessed to the owner's statement and the owner will be held legally responsible for payment. Failure to pay a fine may result in a lien being placed on the owner's Townhome unit.

Fine Schedule for Violations:

First Offense: Written Warning and 10 days to fix the violation and send a written or emailed response to the property management company verifying the violation has been corrected.

Second Offense: \$75.00 fine and a written warning letter with 7 days to fix the problem and respond in writing to the property management company verifying the violation has been corrected.

Third Offense: \$150.00 fine and a written letter within 7 days to the property management company verifying the violation has been corrected.

Fourth Offense: \$300.00 fine and a Final Notice Letter.

The Board has the right by our by-laws to increase these fines if the homeowner does not respond or is unwilling to correct the problem.

SUMMER PINES VILLAS MAINTENANCE GUIDE

	RESPONSIBILITY				
	OWNER	ASSOCIATION			
		PAINT	REPAIR	REPLACE	SERVICE
EXTERIOR					
Doors					
Doors/locks	X				
Door/bolts	X				
Driveways			X	X	
Exterior A/C Unit	X				
Exterior Lights	X				
Bulbs	X				
Globes	X				
Photo Cells/Sensors	X				
Garage Door	X				
Garage Door Opener	X				
Gutters		X	X	X	
Mailbox Stand		X	X	X	
Mailbox and Lock	X				
Patio Doors	X				
Patio Screens	X				
Sidewalks			X	X	
Siding		N/A	X	X	
Storm Door	X				
Trim		X	X	X	
Windows & glass	X				
Window Screens	X				
EXTERIOR PAINTING					
Doors	X				
Siding		N/A			
Trim			X	X	
LANDSCAPING					
Edging			X	X	X
Retaining walls	X				
Rock Bed	X				
Shrubs				X	X
Trees				X	X
LAWN/SNOW					
Ice removal walks/drives					X
Lawn Care			X	X	X

	RESPONSIBILITY				
	OWNER	ASSOCIATION			
		PAINT	REPAIR	REPLACE	SERVICE
Pet Damage	X				
Sand/Ice Melt driveways	X				
Sand/Ice Melt sidewalk					X
Snow removal (driveway) under 1.5"					X
Snow removal (driveway) over 1.5"					X
Snow removal patio/deck	X				
Trash (regular service)					X
Water lawn					X
ROOFS					
Shingles			X	X	
Vents			X	X	

