

**RULES AND  
REGULATIONS**

**FOR**

**MARSH RIDGE TOWNHOMES**

201 E. Lake Street  
Wayzata, MN 55391  
Office (612) 476-3659  
Fax (612) 476-5421

MARSH RIDGE TOWNHOMES

RULES AND REGULATIONS

Marsh Ridge Townhomes is a community of 50 Twinhome Units, 15 Single Family Units and common areas. Common areas shall be used only by Marsh Ridge residents and their guests in a careful and respectful manner.

Each Owner shall have the nonexclusive use of the facilities provided for the common enjoyment of all Owners, subject to the Rules and Regulations adopted from time to time by the Board of Directors.

Each Owner is responsible for compliance with the Rules and Regulations by his/her family, guests, tenants, visitors and invitees.

GOAL OF THE RULES AND REGULATIONS

It is the goal of the Board of Directors to provide reasonable guidelines for the Owners to insure the highest quality of residential living experience. Accordingly, the following Rules and Regulations have been established by the Board of Directors with the Owners' comfort and convenience as its first priority.

The wishes and needs of the Owners as a group will always be given primary consideration when adopting or amending the Association's Rules and Regulations.

The Rules and Regulations are also intended to help maintain the value of our property and to be reasonably consistent with the expectations of the Owners when they purchased their homes.

All Owners are reminded that common sense, courtesy and good taste will serve them well in their dealings with friends, neighbors, committee members and agents of the Association.

DEFINITIONS

1. "Unit" shall mean the Townhome Units and the Family Units including the attached garage, unless otherwise stated.
2. "Owner" of a Unit shall include the occupants of a Unit, unless otherwise stated.
3. "Building" shall mean the structure in which Owner's Unit is located.
4. "Common Elements" shall be defined as set forth in the Declaration of the Association.

5. "Property" shall mean all of the Units, Common Elements and Limited Common Elements which constitute Marsh Ridge.
6. "Board" or "Board of Directors" shall mean the then-current elected board of directors of Marsh Ridge Homeowners Association.
7. "Family Unit" shall mean the 15 individual single family dwelling units.
8. "Townhome Unit" shall mean the 50 attached dwelling units.

#### ADOPTION AND ENFORCEMENT OF RULES

Any violation by an Owner, his/her guests or renter/occupants of the Rules and Regulations, Declaration and/or By-laws of the Association will be brought to the attention of the Owner by means of a written reminder from the Board of Directors.

The reminder will identify the conduct or condition in question, will identify the relevant sections in these Rules and Regulations, and will remind the Owner that the Owner's neighbors and the Association would appreciate compliance with the Rules and Regulations. The reminder will request that the Owner correct the conduct or condition or, if the Owner believes he/she is already complying, that the Owner respond in writing to the Board of Directors, in either case within ten (10) days of the date the reminder is mailed or is otherwise transmitted to the Owner.

If within ten (10) days the Owner has not corrected the conduct or condition and has not persuaded the Board that he/she is already complying, then the Board will cause a formal notice of the alleged violation to be delivered to the Owner. Such a formal notice will identify the conduct or condition that is alleged to be a violation, will identify the section or sections in these Rules and Regulations that the conduct or condition is alleged to violate, and will state that the Owner must cause the alleged violation to be corrected, or must submit a written request for a hearing before the Board, in either case within ten (10) days of the date that the formal notice is mailed.

If the alleged violation has not been corrected within ten (10) days after the date of the formal notice, the Board will hold a hearing to determine whether to make a formal finding that a violation has occurred. If the Owner has submitted a written request for a hearing in accordance with the formal notice, the Owner will have the opportunity to present his/her case to the Board at the hearing. Any such formal finding will specify each section or sections of these Rules and Regulations that the Owner is found to have violated. If the Board makes a formal finding that a violation has occurred, then the Board will impose a fine against the Owner in accordance with the following schedule:

The fine for a violation of each and every section of the Rules and Regulations will be Fifty Dollars for the first violation of such section within any three (3) year period, and One Hundred Dollars for the second and each subsequent violation of the same section within any three (3) year period.

In addition to such fine or fines the Board, upon making such a formal finding, may assess the costs of the formal notice and the hearing, and any other costs incurred in correcting the violation, against the Owner against whom such formal finding was made. Such fine or fines shall be an assessment against the Unit owned by the Owner against whom a formal finding was made and shall be a lien against said Unit in accordance with the Declaration and the Minnesota Common Interest Ownership Act.

Any such fine or fines and any such costs shall be in addition to, and shall not in any way remove or limit, any other rights, claims, or causes of action to which the Association, the Board, any Owner, or any other person or persons may be entitled.

In the case of a rented Unit, upon making such a formal finding, the Board may terminate the rental agreement and require the renter to vacate the premises within thirty (30) days of notice to the Owner from the Board of Directors. The Board will review the severity of each situation before requiring termination of a rental agreement.

Any such termination of a rental agreement shall not make the Board, the Association, or any other person liable for any rent that would have otherwise been due under the rental agreement. Any such termination shall be in addition to, and shall not in any way preclude or limit, any other rights, claims, or remedies of the Association.

Any Owner may report an infraction of the Rules and Regulations to the Board. Any request for enforcement by an Owner must be submitted in writing to the Board.

**IT IS SUGGESTED THAT OWNERS ATTEMPT TO SOLVE THEIR DIFFERENCES BETWEEN THEMSELVES IF POSSIBLE BEFORE CONTACTING THE BOARD.**

The Board may amend, alter or cancel any of these Rules and Regulations and make such other Rules and Regulations as may be deemed necessary for the care and cleanliness of the Property and for securing the safety, comfort and convenience of all Owners. Amendments to Rules and Regulations and new Rules and Regulations shall become effective thirty (30) days after the Owners have been given notice of the amendments or new Rules.

## **I. GENERAL**

- A. No Owner shall make or permit any disturbing noises or offensive activity to be made on the Property by family, tenants, visitors or other invitees, nor do or permit anything to be done that would interfere with the rights, comfort or convenience of other Owners.
- B. Owners shall not place identification, advertising or other signs on any Unit.
- C. No "For Rent" or "For Lease" signs or other window displays shall be placed on any Unit, including any Common Elements, except that "Open House" signs are permitted at reasonable times and places, and "For Sale" signs may be placed in windows.

- D. Association dues are due on the 1st of each month. All payments received after the 10th of the month will be assessed a \$25 late fee. If the 10th falls on a weekend or holiday, payment will be due on the following business day. For dues which are delinquent for more than ninety (90) days, interest will be assessed thereon at the lesser of (i) eighteen percent (18%), or (ii) the highest rate permitted by law.

## **II. BALCONIES AND GROUND LEVEL PATIOS**

- A. Patios, decks and balconies shall not be used for storage of any items of personal property visible from the street or grounds surrounding the Building except for seasonal furniture (including grills).
- B. The hanging of garments, rugs and the like from or on any patio, deck or balcony is not permitted.
- C. Carpeting of patios, decks and balconies is not permitted, unless approved by the Board of Directors or the Architectural Committee (as defined in the Declaration).

## **III. PARKING REGULATIONS**

- A. Boats and/or recreational equipment of any kind including, without limitation, tractor trailers, other trailers of all types, recreational vehicles, motor homes, trucks in excess of three-quarters of a ton, bicycles, motorcycles, boats, all terrain vehicles, and snowmobiles may not be parked or stored on driveways, aprons or on common area property at any time except for loading and unloading purposes.
- B. No street parking is permitted that obstructs driveways, walkways or mail boxes or that would violate any City ordinances.
- C. Owners shall be responsible for reasonable cleanup of spills on driveways and other emissions of oil and other fluids that occur from a vehicle owned by or caused by the Owner or a guest of the Owner.
- D. No vehicle shall be parked or stored in outside parking areas on the Property for a period in excess of ten (10) days without the prior written permission of the Board. Following this period the Board of Directors may, at its discretion, have the vehicle towed at the Owner's expense.
- E. At no time shall the outside parking areas on the Property be used for the storage of disabled vehicles.

## **IV. PET REGULATIONS**

- A. Any Owner who is keeping or owns an animal shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or related to having any such animal on the Property.
- B. No pet shall cause or create a nuisance or unreasonable disturbance or noise.
- C. No pet shall be allowed outside of a Building unless on a leash and accompanied by its Owner. No pet may be leashed or chained up to any tree, structure, pole, or other device intended to supplant an Owner's presence or control. Pets are allowed on deck, patio and balcony areas only. No unattended pet shall be allowed free ingress to and egress from a Unit to a deck, patio or balcony. There may be no use of invisible fencing to restrain pets except by Owners of Single Family Units. Owners of Single Family Units with invisible fencing are exempt from the provisions of this paragraph unless the invisible fencing fails in its purpose.
- D. Damage caused by any pet to any part of the Property shall be the sole responsibility of the Owner of the pet, and its Owner shall promptly pay all costs involved in restoring any such damage. Any damage caused by cleaning, chemicals or other materials used in an attempt to remedy damage caused by a pet shall also be the sole responsibility of the pet's Owner, who shall pay the entire cost of removing and replacing any such damage.
- E. Each Owner shall bear the sole responsibility for any personal injury or property damage caused by his/her pet.
- F. Each Owner of a pet shall be responsible for cleaning up after his/her pet at all places on the Property. No Owner shall permit a pet to urinate or defecate in the Common Elements, or on any deck, patio or balcony areas. No litter box or similar receptacle is permitted on the Common Elements, or on any deck, patio or balcony areas. No pet waste may be kept or placed on the Common Elements or on any deck, patio or balcony. The only allowed disposal of pet waste shall be in sealed plastic bags that are placed in an Owner's garbage can.
- G. The foregoing Pet Regulations are subject to, and each Owner shall comply with, all applicable provisions of any state, county or municipal law, code or ordinance regulating the ownership and maintenance of pets.

## V. COMMON ELEMENTS

- A. All upkeep and maintenance of Common Elements and Building exteriors shall be as arranged by the Board of Directors.
- B. No rubbish, debris, or unsanitary material shall be permitted in the Common Elements. Only rigid plastic or metal trash collection or recycling containers shall be left outside overnight. No plastic or paper bags of trash or unsightly refuse shall

be placed outside. No garbage shall be placed outside before 6:00 o'clock P.M. on the night before scheduled trash pickup days.

## **VI. NON-OWNER OCCUPANCY POLICY**

Non-owner Occupancy of homes in the Marsh Ridge Community is generally prohibited, subject to certain exceptions. Please see the Second Amendment to the Declaration for a description of those exceptions. (Please also refer to the Second Amendment to the Declaration for definitions for certain capitalized terms used in this section.)

For those Units that are permitted to be Non-Owner Occupied, the following rules apply.

**A. Owners must give the Board of Directors prior written notice of the Owners desire to allow Non-Owners Occupancy of their Unit. Information which must be supplied to the Board shall include:**

- 1. A copy of the executed Occupancy Agreement;**
- 2. The name of the Non-Owner Occupants of the Unit; and**
- 3. Off Site address of Owner, as well as home, business and cell phone numbers of Owner and Non-Owner Occupants.**

**B. All Occupancy Agreements shall be in writing, shall be for a minimum term of One year, and shall be for the entire Unit (not a room or other portion of a Unit)**

**C. It is Owner's responsibility to supply a copy of the Declaration, Bylaws, and The Rules and Regulations to any Non-Owner Occupant and to ensure that the Non-Owner Occupants(s) comply with all of the provisions in such documents.**

**D. Owners must comply with the requirements described in Item VI (A) above each time A Unit is occupied by a a new Non-Owner Occupant or whenever the term of An existing Occupancy Agreement is extended/renewed.**

**E. It is the Owner's responsibility to perform all maintenance and repairs within the Owner's Unit and to make sure that the Non-Owner Occupants fully understands That all matters regarding maintenance and repairs are to be handled with the Owner and NOT the Board, any committee or management company. The Association reserves the right to charge an administration fee to the Owner of a Non-Owner Occupied Unit of a Non-Owner Occupant of that Owner's Unit Contacts the Board, committee or management company with non-emergency Maintenance requests.**