

# VALLEY VIEW SOUTH HOMEOWNERS' ASSOCIATION

## RULES AND REGULATIONS

---

### ARCHITECTURAL CONTROL GUIDELINES

The blending of natural terrain, building materials, and building design will attain the ultimate beauty of the area. It is possible that change made by one or more homeowners would not only alter the appearance of the overall area but also lower the dollar value of the individual properties.

No exterior improvements to any unit or any modification decoration, change, addition or other improvements to the exterior of any living unit may be made without the written approval of the Board. In no event, will accessory structures including but not limited to sheds, kennels, or other out buildings be permitted. The following guidelines are to ensure highest standards for community living:

1. Planting of any kind, such as shrubs, flowers or vegetables on common grounds is permitted only with written approval from the Board. Such requests are encouraged and will be looked upon favorably if harmonious with existing landscape plans. *Shrubs need to be watered by homeowners, as sprinkling system does not always reach them.*
2. The patio/deck areas may not be used for storage areas. Container planting is encouraged. NO storage of any kind outside of your unit or garage.
3. The individual homeowner/tenant is not permitted to alter the exterior of the home or common grounds in any way without written consent of the Board. Alterations for the purpose of this paragraph include, but are not necessarily limited to the following:
  - a.) Painting or staining (including decorative painting) except minor touch-ups with the same color.
  - b.) Pet houses, containers, enclosures or modifications to the house to provide ingress or egress of pets.
  - c.) Installation of storm doors or windows (except those approved by the Board).
  - d.) Shades or awnings (except as those approved by the Board) tents/screen houses or gazebos.
  - e.) Clotheslines, clothes poles/racks are not to be used for drying towels, rugs etc. Retractable clotheslines are allowed.
  - f.) Playground equipment, play bars, basketball backboards, volleyball, badminton nets and so forth, whether attached to the building or on common grounds on a permanent or semi-permanent basis.
  - g.) Exterior antennas/satellite dishes (except those approved by the Board).
  - h.) Weather vanes, pennants, insignias, emblems, name-signs or house numbers not originally provided.

i.) Permanent exterior lighting, which is visible from the street or common area.

4. Tethered or unattended pets are not permitted on the common grounds. Persons having pets shall immediately dispose of the waste deposited by their pets. A method to pick up this waste shall be carried at all times when walking pets. While outside the home, all pets must be leashed or properly controlled in accordance with the City of Oak Park Heights Leash Laws. Whenever lawn, tree or property damage can be reasonably found to be caused by a particular dog or other pet, the Association will so notify the pet owner and require the owner to pay for the damage. Owners who rent their units are responsible to ensure their tenants do not have a dog (s). The size of dogs must be limited to forty (40) pounds. For owners/buyers of townhomes a variance to the dog restriction rule might be obtained from the Board providing the prospective dog owner has permission from adjacent neighbors residing in the two units to the left and two to the right of the prospective dog owner. This approval must be obtained through secret balloting done by the Board. Any disturbance such as noise or noxious odor, which is cause by any pets, will be cause for an action by the Board to remove the offending pet form the property. Residents should familiarize themselves with the City of Oak Park Heights pet ordinance.

5. Only one (1) "FOR SALE" sign by realty companies or owners will be permitted. The sign cannot exceed five (5) square feet. An "Open House" sign may be displayed on the day and during the hours of the Open House only.

6. Posting of various other types of signs on or about the grounds is not permitted, except when necessary to announce a party, sale or other one-day event. The signs should be attractive and be removed immediately after the announced event is completed.

7. No fire pits of any kind may be used on the property anywhere or anytime.

8. Tiki torches, Chinese lanterns, Christmas lights etc., are attractive only for specific occasions, and should be removed in a timely manner. Christmas lights and decorations may be displayed from Nov. 21 to Jan 31. Trees cannot be left outside townhouse after taken down. Lawn ornaments are not permitted unless approved by the Board. Wind chimes: you must receive permission from the neighbors on both sides before hanging.

9. Mailboxes are part of the common grounds and no additions or alterations are permitted. Newspaper type boxes are not allowed on common grounds.

10. Sixty (60) days after moving in window treatments must be installed.

11. Replacement of burned out lamps is the responsibility of the homeowner. It is recommended that a lamp of 60 watts be used. Outside lamps must all remain uniform in color, using white or clear bulbs. NO colored bulbs will be allowed.
12. Outside faucets in preparation for winter must be drained and shut off using the shut off valve inside the building.
13. Rubbish may be placed at the end of the driveway after 6pm the night before service. Waste container/recycling bin must be returned to and stored in garage on the day of service. Each Waste/recycling bin must be labeled with unit number and address.

#### GARAGE AND PARKING GUIDELINES:

1. All vehicles must be parked in garage or driveway. Overflow parking is to be used by guests. All roads must be kept clear so that emergency vehicles have easy access. Vehicles in violation are subject to towing at the owner's expense. In no case should residents of their guest block access of other residents to their driveways. Unlicensed or inoperable vehicles are prohibited from the Association property. Homeowner/tenants are encouraged to park in their garages and driveways and not affect the ingress of egress of other vehicles.
2. Parking in front of mailboxes is not permitted. Postman will not deliver mail if there is anything obstructing the mailboxes.
3. No boats, trucks, campers, trailers, snowmobiles, recreational vehicles other than vehicles operated on a daily basis shall be kept on the homeowner's property, driveway or adjacent parking areas longer than 48 hours.
4. Snowmobiles, mini-bikes, go-carts etc. shall not be operated on common areas or grounds.
5. All driveways, walkways, and sidewalks are to be kept free of obstructions of any kind that would constitute an obstacle or hazard.
6. Auto repairs of any type are discouraged and prohibited if repair takes more than one day to complete, or is done for hire.
7. No vehicles should be parked in such a way as to interfere with snow removal.

#### ASSOCIATION POLICY GUIDELINES:

##### 1.) DUES

Monthly dues payments (assessments) will be billed to the individual Homeowner and are due and payable on or before the 1<sup>st</sup> of each month. A \$15 late fee will be charged for payments which arrive after the 10<sup>th</sup> of the month, or which are less than the amount billed. The Association will not waive late charges for any reason except billing error. Accounts, which continue to be delinquent past 60 days, can expect the Association to seek legal means to obtain payment. Monthly due amounts are up for review on an annual basis.

## 2.) BUSINESS USE

Each unit may be used for single family residential purposes only and no commercial activity may be conducted out of any unit.

## 3.) SALE OF UNIT

Any owner contemplating the sale of a unit must inform the board of such intent at the time the unit is offered for sale.

The Board will, upon request in writing, provide Association documents, a statement of unpaid Association fees or assessments, and other information, as required by the governing documents. A reasonable charge will be made for the issuance of such.

Within thirty (30) days after purchase of a unit, the new owner must register with the Board in writing.

## 4.) DISTURBANCES

Unit owners and occupants shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, and amplifiers that may disturb other residents. No nuisances shall be allowed in the townhomes nor should any use or practice be allowed which is a source of annoyance to other owners or which interferes with the peaceful setting of the townhomes by all unit owners.

## 5.) COMPLIANCE WITH THE RULES AND REGULATIONS

Each Owner and Occupant is responsible for full compliance of the Rules and Regulations by all family persons, guests, visitors, lessees, and other persons during the time they are upon or using the property. By acceptance of title to the Unit, or by the occupancy of a Unit, each Owner and Occupant agrees to hold the Association harmless and indemnify it from and against any liabilities, loss or damages incurred by the Association as a result of any violations by the foregoing persons.

## 6.) COMPLAINT PROCEDURES

Since voluntary compliance with the Association rules is not always obtained, it has occasionally been necessary for the Board to deal with these situations. The Policy outlined below is an attempt to formalize the handing of various complaints addressed to the Board.

Members of Board serve without compensation and they are under no special obligation to enforce regulations or arbitrate disputes between neighbors, except in cases where their authority is required to obtain compliance with the Association rules. It is also hoped that the complainant has first attempted and failed to obtain voluntary compliance without official intervention.

- A. Complaints regarding Association Rules and Polices: should be forwarded or submitted in person or in writing at a meeting of the Board. Questions pertaining to rules or polices

established or administered by the Board shall be acted upon or referred to an established committee.

- B. Complaints regarding rules violations by homeowners must be submitted in writing to the Board. Anonymous complaints will not be accepted. Complaints shall be kept confidential by the Board as far as practical.

#### 8.) ENFORCEMENT PROCEDURES

##### A. Authority to establish and Assess Fines

1. Any owner or Occupant who violates these or any future regulations or restrictions shall be required to pay a fine in an amount deterred by the Board to be appropriate for the infraction, but not to exceed \$200.00 for each month per time the violation occurs. In addition, any Unit Owner who violates these regulations shall be subject to all legal remedies available to the association, and all other residents as provided in the Declaration, in the By-laws of the Association and by Law. Any fine shall be assessed against the Unit and collected in the same manner as the other Association assessments.
2. The Owner shall assume full responsibility for payment of any assessed fines when the fine is a result of action by the owner's Occupant or lessee.

#### 9.) BOARD'S AUTHORITY

The Declaration empowers the Association as follows:

- A. Authority to regulate- The Board has full authority to review these Regulations and change, or alter, grant waivers, or delete any portion or section as it sees fit to further the health, welfare and safety of the Owner and Occupants.
- B. Authority to Enforce - Any resident who violates or disregards the decisions and directives of the Board in their enforcement of these Rules and Regulations can be required to pay a fine as determined by the Board.

In addition, any Owner or Occupant who violates the Boards directives and enforcement decisions shall be subject to all legal remedies available to the Association, its Board and all other residents, as provided in the by-laws and by Law.

#### 10.) NOTICE TO MEMBERS

The Board will provide reasonable notice of any changes in these rules and regulations to the members of the Association.

REVISED MARCH 2019

## **VALLEY VIEW SOUTH RULES AND REGULATIONS ON RENTAL UNITS:**

### **RENTAL OF UNITS.**

The following regulations have been adopted for any owner leasing a unit:

- A. The unit and its garage must be leased together, in their entirety and cannot be subleased.
- B. Owners must inform the Association, with written notice to the Board whenever they lease/rent their unit. Information is to be supplied to the Board no later than the commencement of the lease. This must include:
  - 1.) A copy of the rental/lease agreement
  - 2.) The contact information – Name, email and phone number of all occupants of the home.
  - 3.) The term of the rental agreement.
  - 4.) A Certificate of Residency included appropriate fees if required by the City.
- C. The lease must state that the renters must abide by all provisions contained in the by-laws, Declarations, and Articles of Incorporation and that failure to do so would be a default of the lease.
- D. The owner must supply a copy of the rental agreement information, requested above, each time a unit is leased/rented to a new renter/occupant, or whenever the rental period is extended or renewed with an existing renter.
- E. It is the owner's responsibility to handle all maintenance and repairs to the unit that are not the responsibility of the Association, and to make sure the renter understands that all matters regarding maintenance and repair of the unit are to be handled with the owner and NOT the Association.
- F. It is the owner's responsibility to supply a copy of the rules and regulations to the renter, and the owner is to ensure that the renter and occupants comply with all the rules and regulations.
- G. The Board will bring to the attention of the owner of a unit any violation of the rules and regulations or governing documents of the Board by a renter/occupant or their guests. Upon notification from the Board, the Board will enforce its rules and regulations.

REVISED MARCH 2019