

## The Landings Association, Inc. Rules & Regulations

### **A. GENERAL**

1. No signs other than those listed below will be displayed on any common or limited common areas at The Landings.
  - a. FOR SALE
  - b. FOR RENT
  - c. OPEN HOUSE
  - d. GARAGE SALE

The above signs must meet the following requirements:

- a. The sign will be less than three square feet in size, and be displayed for only one day (24 hours). The sign must be supported by a stake or pole in the ground with a diameter of less than 1 ½ inch. One sign per address.

Signs that are in violation of these rules will be removed immediately and may be subject to fines to the unit owner.

2. All Residents shall exercise extreme care in the use of musical instruments, radios, television, stereos, amplifiers, or any other device that may disturb other residents. All residents shall also refrain from any practices or activities that interfere with the peaceful possession or proper use and enjoyment of any living unit, common or limited common areas.
3. All residents shall keep the appearance of their deck neat and orderly at all times. Patio furniture, picnic tables and barbecue equipment (**GAS GRILLS ONLY**), must be kept on the deck surface and **not on common area grounds**. To ensure an aesthetically attractive building appearance, no resident shall erect or affix clotheslines or any other object on or to a deck, or hang or dust any laundry, clothes, rugs, mops or other objects from the balcony or living unit windows. Violation of Brooklyn Park ordinances prohibiting storage of charcoal or flammable liquids under or on decks is a violation of these rules.
4. Except as authorized by federal law, no resident shall install on, in or through the walls or roof of any living unit, garage or deck, any electrical device, including but not limited to television or radio antennae, wiring, light or electric rotisserie except with the prior specific written authorization of the Board of Directors. No resident shall string any unattended electrical cord across any lot or through the common areas.
5. No objects will be attached to the outside of the balcony or its railing at any time. No objects will be placed on any balcony so that any part of it extends beyond the deck railing.
6. Except lawn furniture and outdoor cooking equipment (**GAS GRILLS ONLY**) kept on the deck, no resident shall store any sporting equipment, toys, firewood, yard or garden tools, trash or garbage container, or other item of any kind outside their living unit on the deck, or on the common area property.

**Note: Violation of Brooklyn Park ordinances prohibiting the storage of charcoal or flammable liquids under or on decks is a violation of this rule.**

7. No resident shall place any unit number on any building. The Association will furnish and maintain all such numbers. No resident shall remove any unit number that has been placed on the building without written board approval.
8. No resident shall erect, locate, or maintain any building, structure, fence, screen, or other barrier on any lot or the common areas, including but not limited to any clothesline, recreational or athletic equipment, tent, fence, or rope.
9. No resident shall modify or alter the structure, condition or exterior appearance of their unit or any portion of the common areas without prior written approval by the Board of Directors. See section U, **ARCHITECTURAL RESTRICTIONS** for more information. Owners of units with extended decks, stairs on decks, additional access doors to garage units, or other approved changes, are responsible for the upkeep and repair of those items.
10. Residents are responsible for the cleanliness of the areas directly in front of and behind their units. Stairs, sidewalks, walkways and parking areas shall not be obstructed. Any obstructions may be removed immediately and without notice.
11. Residents are responsible for the upkeep and replacement of all doors and windows in their living unit. This includes those that are on the exterior of the building as well as the interior. All exterior entrance doors must have storm doors. Storm doors must be white or brown in color and match the front door. Residents are responsible for maintaining exterior doors and windows in an aesthetically attractive condition within the Rules, Regulations and By-Laws at all times.

**All requests must have written approval.**

- a. The building structure can not be changed, meaning that the window size must be the same as the original windows.
  - b. The replacement windows can be sliders or crank out (no double hung windows and no grille frames).
  - c. The Living room window can be 1- long window or 2 - windows top portion long and bottom section (with this type of replacement the window sizes must be the same as the original living room window.)
  - d. The window frame color may be white or brown. All windows must be the same color.
  - e. Any exceptions to the rules must be board approved prior to any work any change.
12. Residents shall have curtains in all windows within thirty (30) days after moving in. Note: Bed sheets, blankets, flags and tarps are not curtains, and if they are so used, they are a violation of this rule.
  13. Winterizing materials (plastic) may be affixed to windows and patio doors from inside the living unit.
  14. No structure, trailer, tent, shack, garage, barn, animal shelter, or other out building shall be placed on The Landings property at any time, either temporarily or permanently.
  15. No resident shall go onto the roof of any building at The Landings at any time without the expressed written permission of the Board of Directors.
  16. No resident shall operate any vehicle at speed exceeding five (5) miles per hour within the property of The Landings.

17. No motorized vehicle will be operated on The Landings property except for the parking and driving areas. No motorized vehicle that is not legally licensed for street use may be operated on The Landings property at any time. This includes but is not limited to snowmobiles, off-road motorcycles, go-carts, ATV's and related vehicles.
18. The operation of any business on The Landings property or in any living unit or garage unit is prohibited.

## **B. PETS**

1. No animal, livestock or poultry of any kind shall be raised, bred or kept at The Landings, except that not more than one (1) dog or cat and one (1) other small household pet may be kept, provided that they are not bred or kept for any commercial purpose. Dogs are not to exceed 30 lbs. of weight at maturity. All dogs must be registered with the association immediately as to type and size. All dogs must be licensed with the City of Brooklyn Park.
2. No pets shall be left unattended anywhere on the exterior of of the owners unit or on the common area.
3. No chaining or tethering of pets to common areas including buildings, plants, fixtures, or other objects on the exterior of any living unit is allowed at any time.
4. All residents must keep their pets leashed and under restraint at all times on any lot or common area and must comply with all applicable Brooklyn Park ordinances, including proper restraint and clean-up.
  - a. Restraint – No Owner/Resident shall permit his or her dog to be at large in the city, but shall keep such dog under restraint at all times. A dog is “under restraint” if it is controlled by a leash not exceeding six (6) feet in length or within a vehicle being driven or parked on a public street. Any dog that is within the property of another, without consent of such property Owner is “at large” and is not under restraint even though it is on a leash.
  - b. Every dog Owner and every person having custody and control of any dog shall immediately clean up and sanitarily dispose of any droppings of the animal.
  - c. Owners are responsible for promptly repairing any damages that their animals cause.
5. No authorization will be given under any circumstance for the operation of a licensed kennel at The Landings.
6. Animals must not be nuisances to the community or neighbors (excessive barking, endangerment, or destructive behavior).
7. Enforcement of the above rules regarding pets will be strictly enforced. Any violation can result in removal of the pet.

### **C. GARAGE AND STORAGE AREAS**

1. Because of limited parking space on the property, **Garages must first be used for vehicle parking, and no garage may be used for storage or converted to another use, which would prevent the parking of a vehicle in the garage.** The Association reserves the right to tow, and fine the owner for not utilizing their garage for parking.
2. No flammable or combustible substances shall be stored in the living units or garages except in legally approved containers. No flammable or combustible substances shall be stored on the decks or in any part of The Landings common area under any circumstances.
3. Residents shall limit the care of automobiles to washing, waxing, oil changes or other minor repairs that in no way endanger or inconvenience other residents. Disposal of used oil and other petroleum products shall occur off The Landings property and **never put used oil in storm sewers.** For information about disposal sites for oil or other hazardous materials call the Brooklyn Park Recycling Department. Residents can use car stands or jacks only in their designated spots and for a short time, less than 8 hours.
4. Residents shall keep overhead and entry garage doors closed at all times while unattended and not in use.
5. Residents shall not affix any objects to garage doors (e.g. Padlocks).

### **D. LANDSCAPING**

1. No resident shall harm, mutilate, destroy, alter or litter any lot or common area or the improvements of any lot or common area including grass, shrubs, hedges, flowers, flower beds or other landscaping. No owners or residents are allowed to climb on or play in any plantings, shrubs or trees on The Landings property.
2. All plants or flowers on decks shall be in containers and shall not hang over the railing.
3. All proposals for any additional plantings, landscaping (e.g. grass, trees, shrubs, hedges, flowers, and gardens) shall be submitted to the Board of Directors in writing for its prior approval in accordance with section U.
4. Residents may use hoses or sprinklers for watering the common area property (grass, flowers, and shrubs).
  - a. Watering usage must be supervised at all times by the owner or resident.
  - b. Swimming pools may be used as the pool is drained and put away overnight.

**Hoses and sprinklers must be put away after authorized use.**

**Damage to common areas caused by over watering will be charged to the Owner.**

## **E. RENTAL OF UNITS & CONTRACT FOR DEED PURCHASES**

**Before any Unit may be leased or sold under a Contract for Deed, it must first, be occupied by the Owner of that Unit for a period of not less than 3 (three) years from the date of purchase.**

No unit can be rented **or** sold on a contract for deed if it was not the primary residence of at least one owner for a three (3) years.

1. No resident shall rent or sell a property on a Contract for Deed **without criminal background approval from the Landings Association management company**, a copy of the written lease and a signed Rule Agreement Statement must be provided to the management company within 10 days of the renter moving in to a unit. Any owner that violates this rule will be charged a fine each month that the rule is violated, please refer to the fine section of the rules.

### **Background Check Procedures**

- a. The unit owner will provide any and all potential renters with an application provided from the management company and include a photo id of each adult applicant. Please note that relatives of an owner are not excluded from back ground checks. When the application is completed, signed, and photo id's received, it will be submitted to the management company for processing
- b. The unit owner will be assessed the background fee of **\$50.00 for Adult MN residents and \$65.00 per adult, which have lived out of state within the last 10 years.** The owner may charge and collect the application fee from the renter. The application fee is non-refundable and is subject to change.
- c. When the application has been processed, the management company will provide the unit owner will a copy of the report and an approval or denial letter from the management company. Denial will result with any of the following convictions:
  - Felony
  - Crime against a person within the last 10 years
  - Crime against property within the last 10 years
  - Drug Offenses within the last 10 years
  - Multiple arrests within the last 10 years
2. Each Lease or Contract for Deed shall include among its provisions:
  - d. As permitted by law, a provision restricting occupancy to no more than four (4) occupants per five level unit, or six (6) occupants per six level units.
  - e. A provision restricting the total number of vehicles to not more than two.
  - f. A provision that the renter(s) or Contract for Deed vendee shall abide by the Rules and Regulations of the Association.
  - g. A provision that any breach of the Rules and Regulations of The Landings is also a breach of the lease.
  - h. A provision acknowledging and following Brooklyn Park ordinances providing that no more than four (4) persons may live in one living unit unless they are related by blood, marriage, adoption, foster children or other legal decree.
3. Owners who elect to lease or sell their property on a Contract for Deed, are required to provide the following documents to the management company within thirty (30) days after occupancy of the unit by new residents. The notifications shall include:

- a. Leases
    - A copy of signed lease
    - A copy of the City of Brooklyn Park rental license.
    - Completion of the tenant information form
    - Signed renters agreement.
    - An annual leasing fee of \$50.00 payable to The Landings Association.
  - b. Contract for Deed
    - CIC Disclosure must be provided to the buyer as required by MN State Law
      - *This information is provided by the Management company*
    - A copy of the warranty deed
    - All contract for deeds must be filed with Hennepin County Recorder's office
    - Completion of the homeowner information form
    - Signed rules agreement
    - An annual fee of \$250.00 payable to The Landings Association for contract for deed
4. All rules, regulations and restrictions of The Landings Association apply to renters, contract for deed and occupants. Owners shall furnish a current copy of the Rules and Regulations to all renters and occupants prior to occupancy. The Managing Agent of the Association will make copies of the Rules and Regulations available to renters and occupants at the Owner's expense.
  5. Owners are responsible for the cost of repairs to the common area property resulting from damage or unauthorized alterations caused by renter, occupants and their guests.

## **F. FUN AND GAMES**

1. No parties or other recreational gatherings shall occur on the common area except with prior written approval from the Board of Directors.
2. No permanently fixtures for recreational equipment (e.g. basketball backboards) shall be permitted on any lot or common area of The Landings except where provided by the Association.
3. Continuous active recreational use of any lot or common area is prohibited (e.g. baseball). This means that residents may use these areas for organized activities on a limited basis. Equipment must be removed each day and the Owner is responsible for any damage to the lot or common area.
4. Fireworks – Only legal fireworks in accordance with the State of Minnesota are permitted to be used at The Landings. When setting off fireworks, they must be not less than 20 feet away from buildings or vehicles. All debris must be picked up.
5. Bicycles, tricycles, and other riding equipment shall be used **only** on the sidewalk, except when being ridden to and from a public street. All such riders, of whatever type and wherever driven, shall yield to pedestrians.
6. Bicycles and any other personal items are not to be left unattended at anytime. These items should be secured indoors or stowed in the garage when not in use.
7. **For personal safety;** No residents or guests are allowed to play in the parking lots or traffic areas of the common area property.

8. Small pools may be used as long as there is proper supervision at all times and the pool is drained and stored nightly in the garage. Stored of small pools are not allowed on the decks.
9. All personal items must be kept inside the resident's unit or garage.
10. Authorized agents for the Association may collect unattended bicycles, tricycles, scooters, and all other personal items left on common area grounds. These collected items may be claimed by contacting the Managing Agent. Anything left longer than thirty days will be given to a charitable organization.
11. No resident or guest shall preform any action that may deface, destroy, or damage fences, building, trees, shrubs, or other property of The Landings Association.

## **G. REFUSE AND RECYCLING**

1. No littering of any kind shall be permitted at The Landings.
2. All refuse and recycling materials shall be kept in covered garbage cans **inside** the garage at all times **(never on the deck)**. However, refuse may be placed by the garage for pick-up subject to the following conditions:
  - a. The refuse is contained within covered trash containers.
  - b. The refuse is set out no earlier than 6:00 PM on the night before pick-up day.
  - c. All refuse containers must be removed by 9:00 PM on pick-up day.
3. Materials for recycling must be kept within the garage at all times. However, materials for recycling may be placed by the garage for pick-up subject to the following conditions:
  - a. The material is contained within a recycling container provided by the City of Brooklyn Park.
  - b. The material is set out no earlier than 6:00 PM the night before pick-up day.
  - c. Recycling containers must be removed by 9:00 PM on pick-up day.

Call the Brooklyn Park Recycling Department about which materials may be recycled and other related information.

## **H. PARKING**

1. No parking shall be permitted at any time except in designated areas. Prohibited parking areas include:
  - a. Fire lanes
  - b. Sidewalks and lawn areas
  - c. Other locations which would interfere with access of residents to mailboxes or garages
  - d. In parking lot or in front of garages not marked for parking
  - e. No double parking is allowed
  - f. Parking in other residents assigned parking areas.
2. Only one vehicle per designated parking spot is allowed. Vehicles may not extend beyond the yellow lines defining any one parking space.
3. No recreational vehicle, such as travel trailer, boat, motor home, snowmobile, etc. may be parked anywhere on The Landings property, except inside an assigned garage.

4. All vehicles must be operational, properly registered and **must be moved every 48 hours. Any vehicles parked continuously for more than 48 hours will be considered inoperative or abandoned and towed at the owner's expense, with no prior warning.**
5. Only members of the Board of Directors or the Managing Agent of the Association shall have the authority to have vehicles towed from prohibited parking areas or for another infraction of the parking rules. Residents may report parking violations to the Management Company or to a Board member for appropriate action, including towing. **Any vehicles that have been towed by PRS Towing 612.369.7932**  
**Anyone** may call the police department to report and request removal of a vehicle parking in a fire lane.
6. Residents must park in their garage and their designated parking spot.
7. No vehicle with a length in excess of 18 feet, 8 feet in width, or 9000 pounds in gross weight may be parked anywhere on The Landings property except inside an Owner's garage. Any truck, which is being used for maintenance of The Landings property, moving of household furnishings, or delivery to a home is exempt for this restriction provided that the vehicle is not on The Landings property overnight.
8. All guests must comply with the Rules and Regulations governing parking. Responsibility for any infraction and for payment of fines incurred by guests in violation of these rules rests with the appropriate Owner.

## **I. ARCHITECTURAL RESTRICTIONS**

1. Except as noted in the governing documents of the Association or in these rules, no Resident shall make any changes to the exterior of any building or structure at The Landings without written permission from the Board of Directors.
2. No resident shall add to the permanent lighting or alter the existing lighting and lighting fixtures of the Association. However, Residents may display holiday lighting and decorations between November 15<sup>th</sup> and January 15<sup>th</sup> from within the living unit interior or from the unit exterior, provided that such lighting and decorations do not damage exterior surfaces. **(NO NAILS)**
3. No changes will be made to any structure, which do not conform to all applicable ordinances and building codes. Conformance to the ordinances and building codes is the responsibility of the Owner.
4. In the event of any damages or unauthorized alterations of any unit or common area by a Homeowner, Resident or guest, the Association will assess the cost of necessary repairs against the appropriate Owner.

## **J. SALE OF PROPERTY / TRANSFER OF TITLE**

1. The seller must contact the Management company and order the CIC Disclosure as required by Minnesota state law. This information must be provided to the buyer prior to the sale of the property.
2. Until the sale is confirmed and closing documents, payments (if applicable), and new owner information is received by the Management company, the seller of the property shall remain responsible for all Association fees, special assessments, fines, and penalties due to the Association.



3. A "**Contract for Deed**" vendee must be pre-approved by the Association, **prior** to purchasing the property.
  - a. All contract for deeds must be executed and recorded with Hennepin County Recorder's prior to the contract for deed purchaser moving into the property.
  - b. A copy of the warranty deed must be provided to the Management Company.
  - d. The Contract for Deed vendee must complete and return a homeowner information & rules form to the Management office within 30 days of occupancy.
  - e. All Association correspondence are directed to both parties the contract for deed vendor and vendee once the deed has been executed and filed with the county.
  - f. An annual fee of \$250.00 payable to The Landings Association for contract for deed properties.

## **K. FINE POLICY**

The Board of Directors has full authority to review these Regulations and change, alter, grant waivers, or delete any portion or section as it sees fit to further the administration and operation of the Association, and promote the health, welfare and safety of the Owners and occupants of The Landings Homeowners Association, Inc.

The Board of Directors has revised the current fine structure regarding rules violations, rental unit violations, and site inspection violations.

### **1. Authority to Establish and Assess Fines**

- a. Any owner or occupant who violates the Rules and Regulations set forth by the Association, or any future regulations or restriction, may be required to pay a fine in an amount determined by the Board to be appropriate for the infraction. In addition, any Unit Owner who violates these Regulations shall be subject to all Board of Directors, and all other resident, as provided in the Declaration, in the Bylaws of the Association, and by law. Any fine will be assessed against the Unit and collected in the same manner as other Association assessments.
- b. The owner shall assume full responsibility for payment of any assessed fines when the fine is the result of action by the Owner's occupants or lessee.

### **2. Action for Rules Violation**

- a. The first infraction of any Rule or Regulation will result in a written warning to the owner. **(If rental, it is the Owners responsibility to notify the occupants and enforce the Rules).**
- b. In the event the infraction is continued or repeated, same or similar, a \$50.00 fine may be levied to the Unit Owner.
- c. Any subsequent similar infractions will result in fines increasing in \$50.00 increments.
- d. Fines will continue to be levied if repeated; there is **no maximum limit on fines.**

- e. After a period of thirty calendar days following the notification of the assessment of a fine, if the fines remain unpaid, legal collection action may be taken, which could include foreclosure.
- f. Legal action may be taken at any time at the discretion of the Board of Directors when an infraction reoccurs and/or continues, after the above procedures have been exhausted

### **3. Fine Structure Regarding Rental Units**

- a. No resident shall rent a living unit without a criminal & credit background approval from The Landings Management Company. A copy of the signed lease, rule agreement statement, and completion of the tenant information sheet must be provided to the management company within 10 days of the renter moving in to a unit.
- b. The fine structure for non-compliance of the rental rules will result in the following fines.
  - \$150.00 per month for the first 3 months
  - \$300.00 per month for the next 3 months
  - \$600.00 per month for the next 3 months
  - \$900.00 for each month thereafter

### **4. Fine Structure for Site Inspection Violations**

The Board of Directors and the management company conduct site inspections of the property. If your property is noted for a violation, a letter will be sent regarding what needs to be repaired or replaced. The Board has authorized a \$50.00 fine to be assessed to your account if proof of the requested action is not submitted to the management company within 30 days of the notice.

The unit owner must notify the management company and provide proof that the requested action has been taken. The management company will review the site and either approve or disapprove the actions taken. A continuing fine of \$50.00 will be assessed each month that the unit remains in violation.