

Rules & Regulations

Leave for new owner

Weston Woods on The River Association

Anoka, MN

6/27/2006 - Established

9/1/2018 – Updated

7/21/2021 – Updated

7/20/22 - Updated

6/7/2023 - Updated

Welcome New Neighbor

When you purchase a home that is part of a community association, you automatically become a member of the association and are responsible for following all its Rules, Regulations and Standards. The purpose of having community Rules, Regulations and Standards is to protect your investment as a homeowner.

Agreement to Comply:

Owners/Residents, and their Guest(s) are obligated and bound to observe the Rules, the Regulations, the Amended Declaration, the Restated Bylaws, Anoka city codes and the State and Federal Laws. By accepting title to a Dwelling or occupancy of a Dwelling, each Owner/Resident agrees to hold the Association harmless and indemnify it from and against any person(s).

Change Request Required

Any exterior change to the Unit, or exception to these Rules and Regulations must be approved by the Board of Directors. The Board recognizes that it is impossible to establish criteria that cover every possible situation. It should be emphasized that even in cases where there is not an applicable written criterion or Rule, Regulation or Standard, the Board still has an obligation to decide whether a proposed request is to be approved. It is the homeowners' responsibility to know the Rules, Regulations, and Standards and to comply with them.

The Board must approve each specific request, even though similar changes may have been permitted in the past. The owner must receive written Board approval **before** making a change. Additionally, in cases where these Rules, Regulations and Standards allow certain things to be done without prior approval, the Board still may require an alternative to or removal of specific changes if their appearance or location is deemed unacceptable.

Address Numbers

1.01 Each number of the street address of a Dwelling shall be attached to the Dwelling so as to be clearly visible from the street or the road. The address numbers cannot be obstructed by vegetation or other structures.

Access to Dwellings (Emergency)

1.02 In case of an emergency, the Dwellings are subject to entry, without notice and at any time, by a member of the Board or the Management Company.

Access to Dwellings (Non-Emergency)

1.03 With prior reasonable notice to the Owner/Resident of the Dwelling, entry is authorized for maintenance purposes.

Alterations to the Exterior

1.04 Detailed plans, specifications, and related information regarding any proposed alteration must be submitted to the ARC and to the Board for their approval **at least 60 days** prior to the projected commencement of the project.

1.05 When considering a request for an improvement or alteration to accommodate a disability, the Board will conform to current Federal, State, and Local laws and regulations. The Board may require changes in the proposed external appearance. Owner needs to submit an ARC Request form and receive written Board approval **before** starting the project.

1.06 Nothing can be permanently attached or hung from the exterior of a Dwelling with screws, hangers, poles, nails, clips or adhesive tape without submitting an ARC Request form and receiving written Board approval **before** starting the project.

1.07 Any exterior modifications, improvements, repairs, or replacement of any type, whether temporary or permanent, must receive written Board approval **before** starting the project.

1.08 The Board shall have authority to establish reasonable criteria and requirements for exterior alterations and shall be the sole judge of whether the criteria and the requirements are based on the Declaration.

Antennas/Satellite Dishes

1.09 Owner must submit an ARC Request form **before** installing a television antenna or a satellite dish. The request is for disclosure purposes only.

1.10 Owners must follow Federal Law when installing commercially available analog or digital television antennas or a satellite dish. The satellite dish or television antenna must be either gray or black.

1.11 Owners may install no more than one television antenna or satellite dish for each type of service. Exterior antennas used for amateur radio, CB radio, FM or AM radio, or satellite radios are not permitted.

1.12 The satellite dish or antenna shall be located in a place shielded from view from the street or from other Dwellings to the maximum extent possible. Preferred locations for installation of a dish are on the decks, the support posts for the porch/deck or on the roof. If acceptable quality signal may be received by placing an antenna inside a Dwelling, then outdoor installation is prohibited.

1.13 All attachments to the building exterior must be properly waterproofed and sealed. Cable runs must be as short as possible with only one entry point into the Dwelling.

1.14 The owner of a Dwelling with a television antenna or a satellite dish is responsible for all costs related to the antenna/dish installation, maintenance, or use; including repairs to damage of property and medical expenses incurred by an injured person(s).

1.15 If maintenance on the Dwelling requires the temporary removal of the television antenna or satellite dish, the Association shall provide the Owner ten days' written notice. Owners shall have the television antenna or satellite dish commercially removed **before** maintenance begins and replaced afterwards. If the television antenna or the satellite dish is not removed within the required time, the Association may then do so at the Owner's expense, and the Association will not be liable for damage to the television antenna, or the satellite dish caused by its removal.

1.16 Repair or removal of a damaged antenna or dish must occur within 72 hours of discovery of such damage. Antennas or dishes no longer in service must be removed together with all related wiring and hardware, within 30 days following discontinuation of service.

1.17 Upon removal of an antenna or dish, the Owner must restore the mounting location and cable attachment and entry point to its original condition including repair of holes.

Arbors/ Lattice/ Trellis

1.18 Arbors are not permitted. All arbors that were installed prior to January 1st, 2020, are grandfathered in. Lattice and trellis are not permitted on Common grounds.

Attic Fans

1.19 Attic fans are allowed but the Owner must submit an ARC Request form and receive written Board approval **before** installation. Request for disclosure purposes only.

Awnings

1.20 Owners must submit an ARC Request form and receive written Board approval **before** installing. The awning must be retractable. Awning maintenance is the responsibility of the Owner/Resident.

1.21 All repairs to the siding of the unit as a result of awning installation, maintenance or operation are the homeowners responsibility.

1.22 Any siding that may need to be repaired as a result of awning installation, maintenance, or operation will match the style and color of the existing siding and will be the responsibility of the homeowner.

Bird Feeders/Squirrel Feeders/Birdhouses

1.23 Each Dwelling is limited to a total of three. The feeders or bird houses must be placed in the rock (not in the grass) area near the Owner's Dwelling.

1.24 There is no need to submit a Landscape Approval Request form. Bird and squirrel feeders are not considered to be exterior ornaments. It is the responsibility of each Owner/ Resident to assure that areas under birdhouses and feeders remain neat, clean, and aesthetically pleasing in accordance with overall standards of Weston Woods. The owner is responsible for the area being cleaned up.

Brush

1.25 Owner/Resident must submit a Landscape Approval Request form and receive written Board approval **before** trimming any brush. The Owner/Resident is responsible for the cost of the removal of the brush and the satisfactory clean-up of the area. Owner/Resident will pay any cost charged to the Association.

Business/Residential Use Restricted

1.26 All Dwellings within the Association are for residential purposes only.

1.27 No professional or home industry is allowed except as stated in Section 7.3 and 7.4 of the Amended and Restated Declaration. No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained, or permitted in any Dwelling or the Common Elements. Exceptions are approved, see (Decl. 7.4 part two)

Carbon Monoxide Detectors/Alarms

1.28 Every Dwelling within the Association must have an approved and operational carbon monoxide detector/alarm installed within 10 feet of each room lawfully used for sleeping purposes. Owner is responsible for the installation and the maintenance.

Clothesline

1.29 Not permitted outside of the Dwelling.

Complaints, Concerns and Emergencies

1.30 Inform the Property Management Company, either by email or by a phone call during business hours, for a specific concern, or a violation of the Association Rules or Regulations. Owners/Residents should contact the Board or the appropriate committee when having a general concern about the Association.

Construction Standard and Hours

1.31 All new construction and repair/renovation of existing structures within the city shall conform to the current Minnesota State and City of Anoka Building codes. No person shall engage in or permit construction activities between 8pm - 7am.

Deck/Porch Maintenance

1.32 Owner is responsible for the structural condition of the total deck using the current city building code and state standards. Owner is also responsible for the maintenance of the floor, the railings, the spindles, the stairs, the deck/porch posts, and the deck/porch footings. Owner is responsible for obtaining any permits required by the City of Anoka.

1.33 Owner is responsible for deck staining. Wooden deck components should be Stained every three years with Cabot Decking Semi-Solid Stain #1400 Color #1433 Red Cedar. The Board will have the final determination if the deck needs to be stained.

Deck/Patio Storage

1.34 Maximum number of deck/patio storage containers per Dwelling is two. The containers must not exceed 6 feet in length, 28 inches in depth and not taller than the deck railing height of 36 inches. Approved colors are dark gray, light gray, terra cotta, white, black, tan, and natural colors.

Dogs/Pets

1.35 Dogs whose present weight or whose weight at maturity is more than 30 pounds are prohibited. Pitbulls, or Pitbull mixes, Rottweilers or Rottweiler mixes, or Doberman Pinschers or Doberman Pinscher mixes are prohibited. Homeowners in violation of this rule will be assessed a minimum \$100 per month surcharge, to be paid with the monthly assessment. The Board can waive this surcharge with extenuating circumstances.

1.36 Dogs, small birds, cats, and other common household pets are allowed with a maximum of two per unit.

1.37 Dog Houses/Kennels are not allowed outside the Dwelling or inside the garage. Pets shall be housed only within the Dwelling.

1.38 Tethering of pets is not allowed outside the Dwelling. Pet(s) must be leashed and controlled by the Owner **at all times** when outside.

1.39 Pet droppings are not allowed to remain in any area outside of the Dwelling. Owners or Guests with pets must immediately pick up their pet's droppings. Pet damage to the grounds or landscaping shall be paid for by the Owner/Resident.

1.40 Owners/Residents and their Guests are responsible for their pet's behavior.

1.41 The Board shall have the authority to determine in its sole and absolute discretion whether a particular pet shall be permanently removed based upon the pet's behavior or size.

1.42 Pets shall not be allowed to make an unreasonable amount of noise, nor to become a nuisance or a threat.

Driveways

1.43 Owner/Resident is responsible for shoveling the driveway when the snowfall is under the limits of the current contract.

1.44 Owner/Resident is responsible to salt/deicer and/or sand their driveway when icy.

1.45 If driveway damage is caused by the Owner/Resident/Guest(s) the Owner is responsible for the cost of the repair or replacement.

Dumpster

1.46 Owner/Resident must obtain permission from the Board **before** ordering a dumpster. The Owner/Resident will be held responsible for any damage caused by the dumpster. The Board of Directors shall determine the location and the timeline.

Estate Sale

1.47 Estate sales are not permitted.

Exterior and Storm Doors

1.48 Owner is responsible to clean, repair, and replace all exterior doors. All exterior and storm doors must be white, unless installed by the builder. Owner must submit an ARC Request form and receive written Board approval **before** installing an exterior door.

Exterior Holiday Light/ Decorations

1.49 Strings of lights that outline a Dwelling, architectural details and decorating tree(s) and/or shrubs are approved.

1.50 Hanging evergreen wreaths and swags made of natural or natural looking material are approved. Wreaths and swags hung from the exterior garage lights must not cover the house numbers.

1.51 Holiday lights and ornaments may be turned on starting November 15th and must be removed by January 15th., weather permitting.

1.52 Inflatable decorations are prohibited

Exterior Lighting Fixtures

1.53 Owners may replace patio and/or deck lights with motion sensor security lights without submitting an ARC Request form, provided they are installed properly and match the existing colors. For other locations, the Owner must submit an ARC Request form and receive written Board approval **before** installation.

1.54 Owner is responsible for cleaning and maintaining the patio and deck exterior light fixtures, the wiring, the switches and to replace the light bulbs.

Exterior Ornaments/Flowers/Containers

1.55 Exterior ornaments that are allowed include birdbaths, greeting signs, seasonal signs, sundials, stone figures, seasonal flags, wind chimes and metal figurines. Owner/Resident does not need to submit a Landscape Request form for these allowed ornaments. However the Board still may require an alternative to or removal of specific ornaments if their appearance or location is deemed unacceptable.

1.56 Exterior ornaments not allowed include: antiques/collectables, windsocks, wood figures, windmills, banners, wooden signs, plastic and resin figures.

1.57 Maximum number of exterior ornaments is (5) with (3) being visible from the street. Maximum height is (3) feet.

1.58 Exterior ornaments should be placed close to your Dwelling. If an Owner/Resident wishes to place an ornament in a Common Area, a Landscape Approval Request form must be submitted and receive written Board approval **before** installing.

1.59 Flower and plant containers are not considered to be exterior ornaments. All colors are permitted except for Fluorescent and/or patterns.

1.60 Flower and plant containers may be placed on the deck, the patio, the front stoop and/or on the rocks near the Dwelling.

1.61 For all plantings in the ground the Owner must submit a Landscape Approval Request form and receive written Board approval **before** starting the project. Planting flowers in the rocks requires contacting Gopher State One by dialing 811, **before** digging.

1.62 Artificial flowers and plants are prohibited.

Fertilizing Common Grounds

1.63 Prohibited.

Firewood

1.64 Firewood is not allowed to be stored inside the garage per Anoka city code. No Owner/Resident of a Dwelling shall accumulate boxes, firewood, lumber, scrap metal or any other similar materials in such a manner that may provide rodent harborage in or about any Dwelling.

Flags

1.65 Two flags may be displayed at any one time per Dwelling. If two flags are flown, one must be the USA Stars and Stripes. The flag must be placed on a pole attached to the front wooden molding portion of the garage door with a mounting bracket. Flag pole length is 5-6 feet. The flag may be decorative, seasonal, sports, military service or other flag that is not offensive or controversial or cause embarrassment to the Residents. Maximum size not to exceed 3 feet by 5 feet.

Garage

1.66 Garages shall not be used for living quarters.

1.67 Garages shall be used only for vehicles owned or leased by the Owner/Resident and their guests. Garages shall not be converted to other uses or storage which would prevent the parking of automobiles or similar vehicles inside the garage.

1.68 Dog Houses/Kennels are not permitted in the garage or outside the Dwelling.

1.69 Firewood cannot be stored inside the garage. Owner/Resident of a Dwelling shall not accumulate boxes, lumber, scrap metal or any other similar materials in such a manner that may provide rodent harborage in the garage.

1.70 Flammable materials such as compressed gas or liquids may be stored only if they are in a government approved container with the proper labeling.

1.71 A gas heater may be installed, but the Owner must submit an ARC Request form and receive written Board approval **before** installing in the garage. Installation must meet Anoka city codes.

Garage Sales

1.72 Prohibited.

Grass Clippings/Leaves

1.73 Owners/Residents must dispose of grass clippings/leaves they generate and pay for any costs. This is not part of the pick-up service by the lawn vendor. Owner/Resident will pay any cost charged to the Association.

Grilling

1.74 Charcoal grilling is not allowed inside the garage or on a deck. The Anoka Fire Department recommends no charcoal grilling under a deck or porch.

1.75 Gas grilling is allowed on decks, patios, and driveways. Owner/Resident is responsible for all damage caused by grilling.

Gutters/Downspouts/Coverings

1.76 Owner must submit an ARC Request form and receive written Board approval **before** installing gutters, downspouts, and/or coverings. The Association's gutters and downspouts are to match those originally installed by the Builder. The downspouts may be white in color only if the background the downspout is attached to is white.

Homeowner Conduct

1.77 Owners/Residents, and or Guest(s) shall not harass or verbally abuse, whether by phone, email, or any other form of communication, the Property Management staff, a Board member, a vendor or other Owners or Residents. Harassment includes repeated incidents of intrusive or unwanted acts, words, or gestures that have a substantial adverse effect on the safety, security or privacy of another.

Insurance-Owner

1.78 Each Owner is required to carry their own HO-6 insurance policy on their Dwelling and its contents. Owner is responsible for paying all insurance deductibles on the Association's Master Insurance Policy and their own HO-6 policy.

Insurance claims: If an insurance claim is to be made, the Homeowner has the primary responsibility of notifying the Property Manager and the Board and their own property insurance company (HO-6 policy). The Property Manager will then direct and assist the Owner during the initial portion of the claims process.

Keyless Garage Door Opener

1.79 The opener must be mounted on the painted wood garage door frame. The Owner is responsible for the maintenance and the replacement of keypads. Owners/Residents do not need to submit an ARC Request form **before** installing.

Landscaping

1.80 Owners wanting to do a landscape project must submit a Landscape Approval Request form and receive written Board approval **before** starting the project. Wait time could be up to **(60) days** to process.

1.81 After an Owner has landscaped an area, the Owner will be responsible for correcting any drainage problems resulting from the landscaping.

1.82 Owner is responsible for the cost of moving any sprinkler systems, electrical, gas telephone, or cable lines when preparing for their project.

1.83 Owner/ is required to maintain plants, landscaping or flowers not planted by the Association. If such maintenance is not done the Association shall have the right to restore all such areas on which those plants, landscaping or flowers existed to lawn space. The Common Expenses incurred by the Association to undertake that work shall be assessed by the Association against the Owner.

1.84 Association shall maintain and trim all trees and remove the stumps of the trees removed by the Association. Owner must submit a Landscape Approval Request Form and receive written Board approval **before** planting or removing a tree. Owner/Resident shall water any tree not covered by the irrigation system maintained by the Association.

1.85 Owner must submit a Landscape Approval Request form and receive written Board approval **before** planting shrub(s). **Before** any digging Owner must contact Gopher State One by dialing 811. Owner/Resident is responsible for watering all shrubs not covered by the irrigation system maintained by the Association.

1.86 Owner must submit a Landscape Approval Request form and receive written Board approval **before** installing landscape bricks/pavers. The Association color standard is either brown or gray.

1.87 Owner must submit a Landscape Approval Request form and receive written Board approval **before** installing mulch in a new location. Owner does not need to submit a Landscape Request form when only adding to existing mulch. Association color standard is browntone.

Lawn Mowing by Owners/Residents

1.88 The Owner/Resident must mow their area within 1-2 days of the vendor mowing.

1.89 The Owner/Resident will be responsible for any damage caused by their mowing.

1.90 The Owner/Resident must contact the grounds vendor in advance of their vacation.

1.91 All grass clippings will be picked up by the Owner/Resident.

Leasing a Dwelling

1.92 Leasing of a Dwelling shall be allowed provided the unit has been occupied by the owner as his / her primary residence continuously for the previous two year period. Owners who have occupied their unit less than the previous two years may apply to the Board of Directors for a waiver of this requirement to relieve personal or financial hardship. Owner cannot lease for transient or hotel purposes. No Owner shall advertise or use their Dwelling as part of Airbnb, VRBO, Timeshare, or a similar service. A Dwelling must be leased in its entirety, not by room. No Dwelling may be leased for a term of less than (6) six consecutive months, unless approved by the Board beforehand.

1.93 A copy of the lease shall promptly be delivered by the property owner to the Property Management company after it is fully signed.

1.94 All lessees are subject to the Governing documents, the Rules, the Regulations, and the Act. Owner is responsible for the Lessee's behavior and financial obligations.

1.95 A Dwelling may not be subleased.

Noise

1.96 Owners/Residents and their Guests shall not engage in activities that violate the rights of other residents to a quiet environment or use the property in such a manner that would cause a disturbance or nuisance. Owners/Residents and their Guests are to refrain from excessive noise between 10:00 pm and 7:00am.

Parking Rules

1.97 Parking on either side of the Association's private streets is not permitted per Anoka-Champlin Fire Department.

1.98 Guests should park in the driveway of the Residence they are visiting, in the Guest parking areas, or in a neighbor's driveway (with permission), dead-end stubs, or on an Anoka public street.

1.99 Guest parking spaces are reserved for people visiting Residents of Weston Woods. Residents should use guest parking spaces only on an intermittent basis not to exceed (5) days per month. Any Resident, with special circumstances needing to use Guest parking on a temporary basis, for more than (5) days per month, must submit a request to the Board and receive written Board approval.

2.00 Camping vehicles, boats, snowmobiles, truck/trailers, and other recreational vehicles shall not be stored or parked outside, except for a short period of time for loading and unloading. Trucks or trailers cannot exceed 7,000 pounds.

2.01 A vehicle with expired license tabs cannot be parked outside anywhere on the property except inside the garage.

2.02 Parking in another Owner/Resident driveway needs Owner/Resident permission.

Patio Furniture

2.03 Patio furniture can be placed only on the patio and/or the deck. Owner/Resident must submit a Landscape Approval Request form and receive written Board approval **before** placing any furniture in a Common Area. Swings fall under the patio furniture category and must go through the Landscape Approval Form process. Swings may not be attached permanently to the building or permanently secured to the ground. Swings and their frames must be stored appropriately during the winter.

Pets

2.04 See Dogs/Pets.

Pods

2.05 Owner/Resident must request permission from the Board for a temporary Pod(s). The Board will determine the location and the timeline. Owner/Resident will be held responsible for all costs associated with any damage caused by Pod(s) whether repaired by the Association or by the individual.

Political Signage

2.06 Prohibited. Refer to rule 2.18.

Property Damage

2.07 The Owner of the Dwelling is responsible for any damage to any part of Association property caused by the willful act of an Owner/Resident, their Guests or Tenants.

Radon Mitigation System

2.08 Owners who need a radon pipe to extend through their Dwelling roof must submit an ARC Request form and receive written Board approval **before** installing. Owner is held responsible for any roof leaks and/or damages that occur due to the installation. The radon pipe that extends through the roof must be painted with Rust-Oleum Ultra 2x Satin Spray Color Granite.

Railing Outside

2.09 Owner must submit an ARC Request form and receive written Board approval **before** installing railings outside of the Dwelling. Color Standard is RAL 7040 Gray Powder. Railings installed in the back of a unit may remain black.

Ramps Outside

2.10 Owners must submit an ARC Request form **before** installing the ramps outside the Dwelling.

Sale of the Townhome

2.11 Owner contacts the Property Management company to begin the process. The Management Company will provide at the seller's expense an information package which must be given to prospective owners. Antennas or dishes no longer in service must be removed, together with all related wiring and hardware.

Salt/Deicer

2.12 Owner/Resident is responsible for sanding and/or deicing their driveways and Sidewalks.

2.13 Owner/Resident must use salt/deicer that is manufactured for use on cement and/or asphalt.

Screened-in-Porch/Patio

2.14 Owner/Resident must submit an ARC Request form and receive written Board approval **before** starting the project. The exterior appearance must match the rest of the Dwelling.

Seasonal Coverings

2.15 If Owner /Resident chooses to use seasonal coverings for patio furniture and/or ornaments, etc. the colors are limited to clear, white, gray, black, dark green, tan, terra cotta, and verdigris colored material.

Security Cameras & Doorbells

2.16 Owners/Residents must submit a Security Request form and receive written Board approval **before** installation.

Service Animals

2.17 Reasonable accommodation of a disability will be considered uniformly whether the alleged disability is evident or not. Waiver requests should be in writing and include written verification from the petitioning resident's physician. *The petitioning resident is not required to disclose the details of the disability or provide a medical history.* Associations may not be able to apply rules about "size, weight, number or dog walking areas" to service animals. If the resident provides the necessary information, the association must allow the animal to reside in the unit unless the request imposes an undue financial or administrative burden on the association or requires a fundamental change in the nature of the housing.

Signs

2.18 The placement or use of signs on personal property, the exterior of a dwelling, or the interior of windows of a Dwelling shall not be allowed. Signs may not be placed on Common Ground. Contractor signs and political signs are prohibited. A "For Sale" sign may only be posted in front of the dwelling and is limited to a maximum size of 3'x5' and limited to one per dwelling.

Smoke Detectors/Fire Alarms

2.19 Every Dwelling must have approved and operational smoke detectors/fire alarms placed in the corridors that give access to the bedrooms and in the bedrooms on each floor of a Dwelling. Owner is responsible for all maintenance and the replacement of these devices. It is recommended to have a fire extinguisher in the unit.

Snow Removal

2.20 Owner/Resident is responsible for shoveling snow from their sidewalk and their driveway when the snow level is under the limits of the current contract. Owner/Resident is responsible for sanding/deicing their sidewalk and their driveway during icy conditions. The contractor service will begin when the snowfall is over the limits of the current contract.

Solar Tubes

2.21 Owner must submit an ARC Request form and receive written Board approval **before** starting the project. Owner is responsible for all the maintenance and repairs. Request for disclosure purposes only.

Solicitation

2.22 Prohibited. Owners should call 911. Individuals may go door to door trying to get a message out, e.g., religious and/or political.

Speed Limit

2.23 15 miles per hour within the Association.

Storage Requirements

2.24 No personal property can be stored or displayed on the Common Areas. Owner/Resident must submit an ARC Request form and receive written Board approval to obtain an exception.

2.25 Owner/Resident may store flammable material(s), compressed gas or liquids only if they are in a government approved container(s).

2.26 Maximum number of deck/patio storage containers per Dwelling is (2) two. The containers must not exceed 6 feet in length, 28 inches in depth and not taller than the deck height of 36 inches. Approved colors are dark gray, light gray, terra-cotta, white, black, tan, and natural colors.

2.27 Owner/Resident of a Dwelling shall not accumulate boxes, firewood, lumber, scrap metal or any other similar materials in such a manner that may provide rodent harborage in or about any Dwelling.

Toxic Waste

2.28 The deposit or leakage of toxic waste materials, including motor oil and antifreeze, is prohibited within the Association. Owner will be held liable for any and all costs associated with the clean-up and/or repair.

Trash Containers

2.29 Owner/Resident must place the trash and recycling container(s) at the end of the driveway on the days scheduled for collection. Owner/Resident may place the container(s) out the evening before collection day. Owner/Resident will place the container(s) back into the garage by the end of the collection day.

Trees

2.30 Owner must submit a Landscape Approval Request form and receive written Board approval **before** planting a tree. **Before** any digging begins, Owner/Contractor must contact Gopher State One, by dialing 811. Owner/Resident is responsible for watering trees not covered by the irrigation system.

Voting

2.31 Owner, or the person designated to act as a proxy on behalf of the Owner, may cast (1) one vote per Dwelling.

Walkway Security Lights

2.32 Maintenance and replacement of the walkway security lights are the Association's responsibility. The lights must be powered by an electrical line. Solar powered lights are prohibited.

Windows

2.33 Owner must submit an ARC Request form and receive written Board approval **before** installing windows. Exterior of the window must be white.

Enforcement of the Rules and Regulations and Standards

Homeowners should read Section 14 of the Declaration and paragraphs 8.3 and 8.4 of the By-laws for more detailed information about this subject.

Reporting Violations

Homeowners and Residents are encouraged to attempt to resolve individual differences with their neighbors before seeking recourse through the Rules and the Regulations process. An Owner/Resident may deliver to a member of the Board or the Management Company a written and signed complaint or email stating which Rule is being violated, by whom and when (date and time). The Board or its designee will review each complaint and notify the complainant of the final action taken in each case.

Penalties for Violations

Except as otherwise stated herein, the penalties for violations of the Rules and the Regulations and Standards will be administered as follows for violations that pose no immediate hazard to the Weston Woods on the River community. The Board reserves the right to take more stringent action when a violation is viewed as presenting an immediate hazard to the community or the violation was particularly egregious.

Penalties will be assessed and enforced by the Board or its designees.

- a) First Offense: A courtesy warning to the violator by way of a letter or personal contact by the Board President or the Management Company. The violator will have 10 days from notification to remedy the issue.
- b) Second Offense: \$50.00 fine for failure to remedy within 10 days and/or violating the same Rule, Regulation or Standard, within (12) months of previous violation. The violator has a right to a hearing before a fine can be levied.
- c) Third Offense: minimum \$200.00 fine after 10 days of 2nd offense notice and/or for violating the same Rule and/or Regulation within (12) months of previous violation.
- d) Fourth or More Offense: minimum \$500.00 fine after 10 days of 3rd offense notice and/or for violating the same Rule and Regulation or within (12) months of previous violation.

e) All fines are due and payable with the following month's Association assessment. Any fines not paid when due are subject to the same delinquency policy as set forth in the Payment and Delinquency Policy.

Continuing Non-Compliance

In the case of continuing non-compliance after the date when a fine was assessed under paragraphs (b) through (d) above, a \$10.00 fine will be assessed for each and every day of non-compliance. "Continuing noncompliance" as opposed to "offense", refers to those instances when an Owner or Occupant does not remedy a continuing condition which is a violation of the Rules and the Regulations. An example would be a deck storage violation, or an unapproved architectural modification, such as non-conforming sidewalk security lights.

Appeal Procedure

The Board provides for an appeal process as described below in order to ensure the opportunity for a fair hearing and due process.

1. Alleged violator delivers a **written** request to the Board or Management Company within the (10) day grace period provided in the violation notice.
2. A hearing will be conducted by the Board within (30) days after the **written** request is received.
3. Proposed sanctions will be delayed until after the hearing and final decision by the Board.
4. Within (10) days after the hearing, the Board will communicate in writing the decision to all parties involved. Remedies will be effective immediately.

Hearing

The following procedures will govern the conduct of the hearings.

1. A quorum of the Board must be present.
2. Any Board member who has a personal interest in the matter shall excuse him/herself from the hearing process.
3. The Owner must be informed of the date, time and place of the hearing with at least (10) days' notice.
4. The Board President will normally chair the hearing and the Board Secretary will take minutes of the proceedings.
5. Attendance at the hearing will be limited to the following persons: Board members, and any agents of the Board; the complainant; the Owner of the Townhome, the alleged violator if the Owner is a non-resident; and any other persons who have evidence or testimony to offer. Any of the parties may elect to be represented by legal counsel, but must notify the other parties at least (5) days prior to the hearing date.
6. All parties will be given the opportunity to present their case and to ask questions of persons offering opposing evidence or testimony.
7. Upon the conclusion of testimony and statements, all other parties will be excused and the Board and its agents and/or legal representative will deliberate in private. The complainant and Townhome Owner will be sent written notice of the Board's decision within (10) days.
8. The decision of the Board shall be final and binding on all parties.

Note: Time limitations may be extended or reduced upon mutual agreement between the Townhome Owner and the Board. If the violation has created an emergency situation, a shorter notice period may also be utilized.

Note: Abatement of Fines: The Board has the authority to abate all fines.

Default in Payment of Assessments

- A. A statement shall be mailed to each Townhome Owner on or about the 26th of the month. In addition to other relevant information, the statement will disclose the previous account balance, all new charges, the payments received since the last billing, and the total amount, which will be owed on the first of the next immediate month. Failure to receive a statement, however, does not relieve the Townhome Owner of the obligation to make timely payments.

- B. A late fee of \$60.00 will be assessed on the 16th of each month against all Unit Owner accounts, which were in delinquent status at the close of business on the 15th. The date received in the Management Company office or as designated will be the date upon which payment will be credited to the respective Unit Owner accounts.
- C. Payments received will be credited to the townhome Owner's account in the following sequence:
 - 1. Late fees and fines
 - 2. Special assessments
 - 3. Annual assessment, applied first to the oldest outstanding amounts.
- D. All expenses relating to the collection of an account will be charged to the delinquent Townhome Owner.
- E. There will be a \$30 charge for any NSF (Not sufficient Funds) check received in payment of fees, fines or assessments.
- F. The Association has the right to foreclose a lien against a Unit for assessments imposed by the Association.