

Rules & Regulations

**Victoria Ponds Townhomes
Association**

Victoria Ponds Townhomes Association
Rules and Regulations
Updated April 22, 2019

St. Louis Park, MN

Effective June 1, 2014
Updated April 27, 2015

Victoria Ponds Townhomes Association

Rules and Regulations

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Introduction

The Board of Directors of Victoria Ponds Townhomes Association (the Board) is charged under Section 5.6 of the Declaration of the Association with the power to "approve and implement such reasonable Rules and Regulations as it deems necessary from time to time for the purpose of operating and administering the Association and regulating the use of the Property."

Every unit owner is responsible for full compliance with the Rules and Regulations of the Association. The Board of Directors is charged with their enforcement.

The Rules and Regulations contained in the following pages are in addition to those stated in the Declaration and Bylaws of the Victoria Ponds Townhomes Association. In the event of any conflict among the Minnesota Common Interest Ownership Act (the Act), Declaration, Bylaws or the Rules and Regulations, the Act shall control. Among the Declaration, Bylaws and Rules and Regulations, the Declaration shall control, followed by the Bylaws. These Rules and Regulations will not reverse any previous action taken by the Board of Directors that was proper under the Declaration and Bylaws.

Townhome living is a unique style of ownership. Owners face certain differences that are not generally applicable to single family homeownership but are necessary to maintain the continued attractiveness and enhance property values of the community. This document was written to inform you of the specific rules and regulations that govern the Association, and the procedures which must be followed when any change, modification, or alteration to the buildings and grounds is considered.

These rules are intended to seek a balance between consistency and promotion of personal expression.

The recorded Victoria Ponds Townhomes Declaration, which is applicable to the property administered by the Association, restricts the right of a member (owner) to modify the exterior appearance of his home and yard without the consent of the Board. The Declaration also permits the Board to adopt reasonable Rules and Regulations aimed at controlling activities that disturb or damage our community and to enforce those Rules and Regulations.

Rules and Regulations are important in day-to-day communal living. Reasonable rules will help make the sharing of property convenient and enjoyable for all those involved. When Rules and Regulations are not followed, the Association must act firmly and impartially and, when necessary, impose penalties for violations.

None of the provisions contained in these Rules and Regulations shall be deemed to have been waived by reason of any failure to enforce the same.

Please take the time to familiarize yourself with these Rules and Regulations.

**Victoria Ponds Townhomes Association
Board of Directors**

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Definition

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| ASSOCIATION | The Victoria Ponds Townhomes Association, the non-profit corporation established for the purpose of managing the Property. (Declaration reference: Section 1.1) |
| ACT | MCIOA – The Minnesota Common Interest Ownership Act – Chapter 515B. |
| BOARD | The Board of Directors of the Association. (Declaration reference: Section 1.2) |
| COMMON ELEMENTS | All portions of the Property other than the Units (Declaration reference: Section 1.4) |
| DWELLING | A part of a building, occupying one or more floors, including the attached garage, designed for occupancy as a single family residence, and located within the boundaries of a Unit. (Declaration reference: Section 1.18) |
| GARAGE | A part of a Dwelling intended for parking and storing motor vehicles. |
| MOTOR VEHICLE | A licensed passenger vehicle not in excess of 9,000 pounds gross vehicle weight such as an automobile, a pickup truck, a panel truck, a van or a motorcycle that will fit entirely within a garage unit with the overhead door closed. |
| PROPERTY | The entire parcel of land and all improvements thereon, the Common Elements, Limited Common Elements and the Units. (Declaration reference: Section 1.17). |
| RENTER | Person(s) leasing or renting from a Unit Owner. |
| RESIDENT | Owner or renter regularly occupying a residential unit. |
| UNIT | Any platted lot upon which a Dwelling is located. (Declaration reference: Section 1.20). |
| UNIT OWNER (or OWNER) | Any person to whom ownership of a Unit has been conveyed or transferred. All owners are automatically members of the Association. (Declaration Reference 1.13). (Note: a contract vendee becomes the Owner, even though the vendor retains fee simple |

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ownership.)

Enforcement

Each owner and occupant, and any other person owning or acquiring any interest in the Property, shall be governed by and comply with the provisions of the Act, the Governing Documents, the Rules and Regulations, the decisions of the Association, and such amendments as may be made from time to time. A failure to comply shall entitle the Association to the relief set forth in Section 15 of the Declaration, in addition to the rights and remedies authorized elsewhere by the Governing Documents and the Act.

Entitlement to Relief

The Association may commence legal action to recover sums due, for damages, for injunctive relief or to foreclose a lien owned by it, or any combination thereof, or an action for any other relief authorized by the Governing Documents or available at law or in equity. Legal relief may be sought by the Association against any owner, or by an owner against the Association or another owner, to enforce compliance with the Governing Documents, the Rules and Regulations, the Act or the decisions of the Association.

Sanctions and Remedies

In addition to any other remedies or sanctions, expressed or implied, administrative or legal, the Association shall have the right, but not the obligation, to implement any one or more of the actions referred to in the Declaration.

Refer to Declaration Section 4, Section 5, Section 8, and Section 15 to understand the rights and obligations of ownership that refer to remedies.

Costs of Proceeding and Attorneys' Fees

The Association is entitled to recover all of its costs, expenses, and reasonable attorneys' fees in the collection of any and all delinquent assessments, late fees and fines, or incurred to obtain compliance with the Act, the Governing Documents, and the Rules and Regulations.

Reporting Violations

Unit owners and residents are encouraged to attempt to resolve individual differences with their neighbors before seeking recourse through the Rules and Regulations channel. An owner or 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 citing the rule or describing the action), by whom and when (date, and time where practical).

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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 Regulations of the Victoria Ponds Townhomes Association will be administered as follows for violations that pose no immediate hazard to the Victoria Ponds community. The Board reserves the right to take more stringent action when a violation is viewed as presenting an immediate hazard to the community. Penalties will be assessed and enforced by the Board or its designees.

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| a) FIRST OFFENSE: | Warning to the violator by way of letter or posted warning, and/or personal contact. |
| b) SECOND OFFENSE: | OR NON-COMPLIANCE WITHIN 7 DAYS OF LETTER AND/OR PERSONAL CONTACT WARNING: \$50.00 fine for breaking same rule, within 12 months of the previous violation. |
| c) THIRD OFFENSE: | \$100.00 fine for breaking same rule, within 12 months of the previous violation. |
| d) FOURTH OR MORE OFFENSE: | \$200.00 fine for breaking same rule, within 12 months of the 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 Delinquency Policy section. |

Continuing Non-compliance

In the case of continuing non-compliance beyond the date when a fine was assessed under (b) a fine of \$10.00 will be assessed for each and every day of non-compliance. "Continuing non-compliance" as opposed to "offense", refers to those instances when a Unit Owner or Resident has created a condition which is in violation of the Rules and Regulations. An example would be an outside storage violation, or an unapproved architectural modification, such as a non-conforming storm door or light fixture.

Appeal Procedure (Declaration reference: Section 15.3)

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

1. Alleged violator delivers a written request to the Board within the ten-day grace period provided in the violation notice.
2. The Owner will be given an opportunity to be heard at the next Board Meeting* after the written request is received.
3. Proposed sanctions will be delayed until after the opportunity to be heard and a final decision has been rendered by the Board.
4. Within ten days after the hearing, the Board will communicate in writing the decision to all parties involved. Remedies will be effective immediately.

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

Opportunity to be Heard

The purpose is to provide an opportunity for the Owner to discuss with the Board whether the alleged violation actually occurred and whether the Unit Owner is the one who should be held responsible for the violation. The following procedures will govern the conduct of participants during this portion of the Board Meeting:

1. Any Board member who has a personal interest in the matter shall excuse him/herself from the process.
2. The alleged violator must be informed of the date, time and place of the hearing with at least ten days* notice, unless the request is made within ten days of the next Board Meeting in which case the notice will be provided as soon as is reasonably possible. Attendance by a Unit Owner at a Board Meeting or hearing waives any notice requirement.
3. The Board President will normally chair the hearing and the Board Secretary will take minutes of the proceedings.
4. Attendance at the hearing is open to: Board Members and any agents of the Board; the complainant; the Unit Owner; the alleged violator if the Unit 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, however you must provide ten days notice to the Board of Directors if legal counsel will be present.
5. All parties will be given the opportunity to present relevant information and to ask relevant questions of persons offering opposing information.

6. Upon the conclusion of statements, all other parties will be excused and the Board and its agents and/or legal representative will deliberate in private. The complainant and Unit Owner will be sent written notice of the Board's decision within ten days.
7. 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 Unit Owner and the Board. If the violation has created an emergency situation, a shorter notice period may also be utilized.

Animals and Pets

An Owner or Occupant of a Unit is permitted to have up to but not to exceed, two dogs and two cats, or three cats. Dogs that are owned by a resident's guest are permitted up to one week and subject to the same rules.

Pets are not permitted on the Common Elements by any Owner or Occupant, except domesticated animals of the type normally kept as pets in residential areas. No tethered leash, kennel, doghouse or outside run shall be constructed or maintained on the Property. Pets cannot be kept for commercial purpose nor shall pets be bred for commercial purpose upon the Property. Any pet, whenever outside of a Dwelling, must be kept under direct control of the pet owner or another person able to control the pet.

Any pet walked through the community must be licensed with the City of St. Louis Park and leash controlled. All dogs and cats, if allowed outside, must be vaccinated for rabies. The person in charge of the pet must clean up after it immediately. Collected dog feces are to be properly disposed of and not to be stored outside of the owner's Dwelling. The costs to repair any damage to the grounds caused by pets will be charged back to the responsible Owner's Unit.

Pursuant to Section 7.7 of the Declaration, the Board of Directors shall have the exclusive authority to prohibit, or to allow and regulate, through these Rules and Regulations, the keeping of animals on the property and may adopt more specific rules and penalties in accordance therewith. Notwithstanding anything in the foregoing to the contrary, the Board of Directors may, make all or specified portions of the Units or Common Elements off limits to pets.

The Board of Directors may, in its sole discretion, demand the permanent removal of any

pet from the Property at the Unit Owner's expense, in addition to, or in lieu of, any fines which may be assessed. This action may be taken in regard to any unauthorized pet; or pet deemed to be dangerous to humans or other animals; or any pet that after two written warnings within the preceding 12 months, is found again to be in violation of any of the pet rules or government ordinances.

Homeowners are also responsible to abide by the City of St. Louis Park's rules regarding ownership of pets. Please refer to the City of St. Louis Park, City Code, Supp. No. 17 (12-08), Chapter 4, Animals.

Antennas and Satellite Dishes

Exterior television and radio antenna and satellite dishes may be installed on any Unit; however, any Homeowner wishing to install an antenna or satellite dish must comply with the following guidelines:

- a. Provide notice to the Association which includes:
 - i. The proposed date of installation (approximate);
 - ii. The size (in inches) of satellite dish, maximum of 39.4 inches, unless this size limitation precludes reception of an acceptable quality signal;
 - iii. Color of satellite dish (gray or black); and
 - iv. Proposed location of the satellite dish or antenna (including a detailed drawing/blueprint).

The Association may adopt preferred locations of placement of the antenna and/or satellite dish; however, Owners are not obligated to install the antenna and/or satellite in these preferred locations if it precludes reception of an acceptable quality signal. To the extent possible, Owners will use licensed contractors/installers for the installation of the antenna and/or satellite dish and will provide proof of liability insurance to the Board of Directors or the management company prior to installation.

1. Professional installation:

- a. Professional installation by a licensed contractor/installer is encouraged.
- b. Homeowners are not authorized to go onto the roofs to install the dish.
- c. To the extent possible, all wires must be hidden.
- d. Homeowners and/or installers shall take reasonable efforts not to damage stucco

and roof shingles during the installation.

e. Any damage or holes caused by fastening the device to the building must be sealed properly to avoid leaks.

2. Installation Site: The site of the installation will be determined on an individual basis, in order to avoid structural damage to the Units and minimize the visibility of the satellite dish, with the following guidelines:

a. Roof mounts are required. In the case of roof mounts, there must be adequate clearance for snow removal.

b. Mounting on privacy/patio walls, decks, or lawn located within the Unit boundaries is prohibited, unless signal reception cannot be obtained in any other location within the Unit boundaries.

3. Final Inspection: The Board of Directors will inspect the satellite dish and/or antenna installation to be sure that all guidelines are followed and that the satellite dish and/or antenna have been installed consistent with these guidelines. Homeowners will be required to make any changes to an installation that fails to meet the established guidelines. Noncompliance may result in the need to move the satellite dish or antenna. If the Owner fails to comply with the instruction to move the satellite dish or antenna within a reasonable time, the Association may assess a fine against the Owner's Unit, in accordance with the fine schedule established by the Association.

4. Structural Damage: The Association reserves the right to assess the Owner for the costs of any structural damage to Association maintained property (including rooftops) caused by the installation, maintenance, repair and removal of the satellite dish and/or antenna.

5. Maintenance and Upkeep: Any maintenance, upkeep and repairs of the satellite dish and/or antenna are the sole responsibility of the Homeowner.

6. Removal: The Homeowner will be responsible for the cost of removing the satellite dish and/or antenna and for repairing Association maintained property, in conjunction with the removal of the satellite dish and/or antenna. Upon sale of a Unit, the current Owner is responsible for professional removal unless the new Owner assumes the responsibility of ownership and is aware of the regulations.

Architectural/Landscaping Requests

Any Homeowner wishing to change, modify, improve or add to the exterior of their Unit, (other than those items already noted in the Rules and Regulations as pre-approved) must submit to the Board of Directors, an Architectural Request form for approval prior to commencing any such changes, modifications, improvements or additions to their Unit. Any trees or in ground plantings beyond 24" from the exterior wall of the Homeowner's Unit also require an Architectural Request form.

Architectural Request forms can be obtained through the Management Company. A copy of an Architectural Request form is provided in the Rules and Regulations, for information purposes only.

As more fully described in Section 8.2 of the Declaration, the Architectural Request form shall be submitted to the Board of Directors or the management company at least 60 days prior to commencement of the proposed construction. If the Board fails to approve or disapprove the request within 60 days, then approval is not required as long as the alterations are done in accordance with the information submitted.

Association Contractors

So as not to disrupt contractors or vendors who are performing work on behalf of the Association, Owners may not ask Victoria Ponds contractors or vendors to perform work on their Unit while the contractors and vendors are engaged in work for the Association. For special concerns, Owners should contact the Management Company or the Board of Directors.

This is not to discourage Owners from hiring Victoria Ponds contractors and vendors when and if the contractors and vendors are not actively working for the Owner's Association.

Awnings

Awnings are not allowed to be installed on the exterior of any Dwelling.

Birdfeeders and Birdbaths

Birdbaths and birdhouses are allowed within Unit boundaries. Birdfeeders are limited to two per Unit, should be of a squirrel-proof nature, and cannot be attached to the Unit's stucco. Only hulled seeds such as sunflower hearts (not seeds), thistle, and suet should be

used. Oriole and hummingbird feeders are permitted. Please keep feeders in a location so as to not disrupt mowing or lawn sprinklers, and keep the ground under your feeder clean.

Feeding of wildlife, such as squirrels, ducks, or geese, is not permitted.

Bat houses are not allowed anywhere on the Property.

Board Meetings

All Board of Director meetings are open to all Owners, except for closed meetings as set forth in Minn. Stat. § 515B.3-103 (i.e., to discuss personnel matters, pending or potential litigation or arbitration or other potentially adverse proceedings, and criminal activity within the Association). A portion of each meeting is set aside for Homeowner Input. In order to properly conduct business at a meeting, the Board reserves the right to set a time limit for each speaker.

The date, place and time of Board meetings are always indicated on the previous month's Minutes which every owner receives a draft copy.

For greater detail about Board Meetings and Annual Meetings, please review the Association Bylaws.

Clotheslines

Clotheslines are prohibited, nor shall clothes and laundry be hung outside, on or off any part of the Unit. Clotheslines cannot be used inside the garage when the garage door is open.

Delinquency Policy

The Annual Assessment for each Unit is payable in 12 monthly installments, due on the 1st day of each calendar month. **If any installment of the Annual Assessment becomes more than 60 days past due, then the Association may, upon 10 days written notice to the defaulting Owner, declare the entire amount of the Annual Assessment immediately due and payable in full.** (Minnesota Statutes 515B.3-115(K))

A statement shall be mailed to each 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 owner of the obligation to make timely payment.

Monthly assessment installments are due and payable in full on the first of the month. A late fee of \$30 will be assessed the 16th of each month against all homeowner accounts which were in a delinquent status at the close of business on the 15th. The date received in the Management Company office will be the date upon which payments will be credited to the respective Owner accounts.

Payments received will be credited to the Unit Owner's account in the following sequence:

- 1) Late fees and fines
- 2) Special assessments
- 3) Other charges
- 4) Annual assessments, applied to the oldest outstanding amounts first.

Any account which becomes delinquent by 75 days or more will be referred to legal counsel for collection.

All expenses relating to the collection of an account will be charged to the delinquent owner.

There will be a \$30 charge for any NSF check received in payment of fees, fines or assessments.

Driveways and Parking

The following rules and regulations regarding parking are established for the safety of all Owners and occupants and to maintain community standards.

Owners and their occupants have four parking spaces available to them, two in the garage and two on their driveway. Owners and their occupants may not park their vehicles in Guest Parking spaces; these spaces are for guests only.

There is Guest Parking available throughout the community, as well as parking on the bike path side of Victoria Way. This parking is for guests only, or contractors and vendors during the day. Any Owner who has a guest, staying longer than seven days and using Guest Parking must contact the Management Company. All vehicles that are parked in Guest Parking overnight must display an issued Victoria Ponds Visitor Parking Pass.

Vehicles must comply with posted signs. Parking in these areas limits access by snowplows, maintenance vehicles, owner's daily use and most importantly, access to

emergency vehicles. Vehicles in violation will be towed at the vehicle owner's expense.

No boats, snowmobiles, trailers, camping vehicles, buses, camper trucks, all terrain vehicles, tractors, commercial vehicles, unlicensed or inoperable vehicles may be stored or parked anywhere on the property, except inside a garage. However, temporary parking of the above listed vehicles for the purpose of loading and unloading shall be allowed. This temporary parking cannot exceed 48 hours in any one week, and is further limited to the Owner's driveway only.

The Board of Directors reserves the right to tow vehicles during snow removal or for repeated parking violations. Except in cases of emergency, the Board of Directors shall attempt to contact the Owner prior to towing.

Homeowners are required to provide their personal license plates and vehicle descriptions to the management company upon request.

Except for cleaning, auto repair or maintenance outside the garage is not permitted. Homeowners shall be responsible for any damage caused by oil and gas spills, and repairs to driveways damaged by these spills.

Exterior Doors and Garage Doors

Any modification, alteration (including painting) or replacement of exterior Unit doors, storm doors, and front doors requires prior approval of the Board of Directors of the Association. Owners shall submit Architectural Request Form for any proposed modification, alteration or replacement of exterior Unit doors, storm doors or front doors of the Unit.

Homeowners are responsible for the operational maintenance of their garage doors, but are prohibited from painting the front panels.

Exterior Lights

The following does not apply to holiday lights (See Seasonal Decorations section)

All exterior lights that are attached to the Unit must have bulbs that are white, soft white or clear. Yellow and any other color bulbs are prohibited. The Homeowner is responsible for replacing burned out bulbs.

Floodlights are not allowed.

Walk lights are allowed, but of the moveable solar type only.

Non-floodlight motion sensor security lights are allowed.

Exterior Ornaments

Any exterior ornaments that a Homeowner wishes to display must first be approved (using a Architectural/Landscaping request form) by the Board of Directors, with the guidance of the Landscape and/or Architectural Committees.

Fences

Permanent fences of any kind are prohibited except for reasons of safety. Fences of a temporary nature, such as small fences made of chicken wire, plastic and other such materials require approval from the Board of Directors.

Gates are not allowed.

Flags

The flag of the United States of America and the flag of the State of Minnesota are allowed. Homeowners are expected to maintain flags and to insure they do not become aged and frayed.

Flags for sports teams may only be displayed during that team's season. Flags for armed services may be displayed on holidays, for service anniversaries, and other dates of significance to that service.

In-ground flagpoles are not allowed.

Flag holders cannot be attached to the Unit's stucco.

Garage Sales and Moving Sales

Garage, moving, and estate sales are allowed upon receiving Board of Directors approval.

The sale cannot last more than two days and upon approval, all residents will be notified, and notification to your neighbors is recommended. The parking rules shall apply during all sales to allow for vehicles to pass by.

Gardens and Plantings

Residents do not need approval for potted plants. Homeowners may grow herbs, flowers, vegetables and small trees in containers. These containers may be placed on decks, front porches, back porches, and rock areas – providing they do not interfere with the Association's maintenance of the Common Elements. Maintaining the containers is the resident's responsibility.

Hanging pots do not need approval but are not allowed to be hung from exterior light fixtures or attached to the stucco.

Pursuant to Section 8 of the Declaration, in-ground plantings of any species, shrub or tree must have approval from the Board of Directors.

Planters on deck railings are allowed with Architectural/Landscape approval.

Note: For more comprehensive information regarding landscaping, gardens and plantings, please contact the Architectural/Landscape Committee.

Grills, Barbeques, and Fire Pits

Residents may use their grills and barbeques at least 10 feet away from the front and back of the dwelling.

Plumbed in grills are grandfathered into this rule; if a homeowner would like to install a plumbed in grill it is subject to fire marshal approval.

Grills and barbeques are prohibited from the front of a Dwelling when not in use.

Charcoal grills are not allowed to be stored under decks, on patios nor under any living area. Patios that are not below a living area or deck are allowed."

Leasing

If you plan to rent or lease your Unit, you are required to follow the below listed rules:

You must contact the Management Company, notifying them of your intent to rent or lease your Unit. A copy of the proposed lease must be provided. The Unit Owner or their rental agent, is required by the City of St. Louis Park, to attend a one-time, one-day Crime Prevention class conducted by the City Police Department for a fee.

The City of St. Louis Park requires that all residential rental properties be inspected and licensed before leasing. The City charges a fee for the inspection.

The following language is required in lease agreements: 1) The lease agreement is subordinate and subject to the provisions of the Governing Documents, the Rules and Regulations and the Act, and that failure to comply with the terms of such documents shall be a default under the Lease. 2) Tenants agree to obey all the Victoria Ponds Rules and Regulations and acknowledge that they have received and read a copy of the Rules and Regulations before moving into the Unit.

Failure to comply with the above may result in fines against the Owner and a lien against the Unit.

Nuisances

Owners, Occupants and guests shall not act in such a way that causes a nuisance. Examples of behavior/conduct which may constitute a nuisance include: refuse piles, foul or obnoxious odors, barking dogs, screaming cats, loud parties after 10:00 p.m., loud vehicles, loud music, explosive fireworks, construction debris, wind chimes, dog damage, use of power tools and equipment outside after 8:00 p.m. and before 8:00 a.m., and but not limited to, any other noise or conduct that might disturb the peace, quiet, comfort, or serenity of other residents.

Outdoor Furnishings

Except during social events or Association functions, all outdoor furnishings must be kept within the confines of the Unit's deck, front and back porches. Outdoor furnishings cannot be attached in any way to the Unit's stucco.

Hot tubs are prohibited.

Open flame torches are prohibited.

Ponds

Swimming in or ice skating on the ponds is prohibited. Playing along the rock edge of the ponds or putting toys in the ponds is prohibited. Throwing rocks in the ponds is prohibited.

Recreational Equipment

Boats, trailers, snowmobiles, mobile homes and other motorized equipment shall not be stored or parked anywhere on any street except for short-term parking of forty-eight (48) hours or less and then only on the driveway of the Unit.

Any portable sporting equipment shall be stored in the Unit's garage when not in use.

Children's inflatable swimming pools and toys must be stored away when not in use; this includes bicycles.

Seasonal Decorations

Seasonal decorations are permitted as temporary additions for specific occasions, holidays and parties.

Roof decorations and on ground decorations on the maintained lawn areas are prohibited.

Halloween decorations may be installed two weeks prior, and must be removed two days after. Carved pumpkins must be removed by November 1st.

Thanksgiving decorations may be installed two weeks prior, and must be removed two days after.

Christmas lights may be installed starting November 1st but not lit until after Thanksgiving. The lights may be placed on shrubs, trees, along the gutters and the front porch pillar. Christmas decorations may be installed on December 1st. All Christmas decorations must be removed by February 1st, weather permitting.

Signage

No signs of any kind are permitted on the grounds or in the windows of any Unit, with the exception of wire-style real estate "For Sale" signs during an Open House, and signs that indicate a home security system. Open House signs cannot be displayed for more than one hour before or one hour after the actual open house.

No signposts or banners are permitted.

No "For Sale" signs are allowed on any vehicle or in any vehicle window.

Skylights

Solar tube type skylights may be permitted but you must first make a written request to the Board of Directors pursuant to Section 8 of the Declaration, using the Architectural/Landscape request form. Conventional skylights are not allowed.

Solar Panels

Solar panels are not permitted.

Storage Containers

No storage containers (with the exception of deck boxes not to exceed 36 cubic ft.) shall be erected, placed or permitted on any Unit or the Common Elements. No compost containers or rain barrels are permitted on the exterior of any Unit or the Common Elements, unless otherwise approved by the Board of Directors or committee appointed by the Board.

PODS are permitted on a temporary basis with Board approval.

Temporary Structures

Structures of a temporary character including but not limited to, trailers, tents, shacks, garages, barns or other buildings shall not be placed on any Unit or Common Elements at any time.

Trash

Trash containers and recyclable materials should not be put out earlier than 4:00 p.m. the day before collection and returned to the garage by the evening of collection. The City of

St. Louis Park has determined that all residents must store garbage in the provided bin/trash containers with lid. Garbage and recyclable materials that are not properly contained can result in debris blowing round grounds and into the ponds. All garbage and recyclable containers must be stored in the Unit's garage and are prohibited from being stored outside of the Dwellings.

Windows and Window Coverings

Reflective film, landscape film, bed sheets, cardboard and plywood (except during emergencies) that are visible from the exterior of the Dwelling are prohibited as window coverings in both the Unit and garage.

Stickers are prohibited with the exception of stickers that warn of a security system.

No neon or blinking lights are allowed in windows.

Architectural/Landscaping Request Form

Any Homeowner wishing to perform architectural changes on their Unit or install plantings must request approval prior to the work by submitting an Architectural/Landscaping Request Form to the Management Company. Please insure that you retain a copy for yourself.

Once approved, changes, modifications, improvements, and installations must conform to the specifications agreed to in the Architectural/Landscaping Request form by the Board of Directors or its appointed committee. Any changes must be submitted as an amended application and will be subject to the same approval process. The Homeowner may be required to remove/undo work that is completed without prior approval, or any work inconsistent with the approved Architectural/Landscaping Request form. The following is an example of the request form, which is available from the Management Company or the Architectural/Landscape committees.

Victoria Ponds Townhome Association Architectural/Landscaping Request Form

Effective October 2013

Please help us, as well as the community and yourselves, by completing this request form whenever you wish to make a change to the exterior of your Unit or to any of the surrounding grounds located within your Unit.

Unit Owners who make unapproved changes may be required to restore the Unit/Grounds to their original condition. In such cases, failure to complete the restoration may result in the Board of Directors authorizing the restoration and charging the Unit Owner the costs incurred.

If you are considering changes, please fill out this form first and then wait for written permission prior to making changes.

Name _____ Address _____

Phone # _____ Email Address _____

Date Submitted _____

Complete description of work to be completed (include description of dimensions, materials, colors, name of contractor if applicable, and a drawing of the project)

If you need more space, please attach additional pages and remember to include your drawing.

This request must be submitted directly to the Management Company. Your request will be reviewed by the Board of Directors and the appropriate committee. The Board of Directors or a committee appointed by the Board has 60 days to approve or disapprove requests.

Please be thorough with your description because requests that are incomplete or ambiguous will be disapproved pending receipt of additional information. The criteria that the Board of Directors or committee appointed by the Board will consider as part of the review process is set forth in Section 8.1(b) of the Declaration.

Rules & Regulations Amendments

8/28/2017 – Garage Sales Amendment

3/19/2018 – Birdfeeders and Birdbaths

Victoria Ponds Townhomes Association
Rules and Regulations
Updated April 22, 2019

01/07/2019 – Grill Rule Amendment

4/22/2019 – Grill Rule Distance