



PINTAIL VILLAS HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

PINTAIL VILLAS HOMEOWNERS ASSOCIATION INC

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EFFECTIVE 1-1-2011

Pintail Villas is a community of 142 condominium units occupied by responsible Owners. Pintail Villas Owners view all of the Association's common areas as an extension of their home. Therefore, the Pintail Villas Board of Directors adopted the following guidelines to ensure that all residents use the common areas in a careful and respectful manner.

The following rules and regulations have been updated and established with each Pintail Villas Owner's comfort and convenience as its first priority. The rules and regulations are also intended to help maintain the value of our property and be reasonably consistent with the expectation of the Owners who purchased their units within our community.

The Association requests your cooperation following the guidelines set forth in these rules and regulations. For the benefit of our community, these rules and regulations will be enforced according to the procedures described below or authorized by the Minnesota Common Interest Ownership Act, Minnesota Statutes Chapter 515B.

The Association welcomes input from the Owners so that our rules and regulations accurately reflect the wishes and needs of every Owner to the fullest extent possible.

DEFINITIONS

The terms used in these rules and regulations shall have the definitions assigned to them in the Association's governing documents, including its Declaration of Condominium and Bylaws, unless another definition is set forth in these Rules and Regulations. The term "Property" shall include all real estate governed by the Association's Declaration of Condominium, regardless of Ownership. The term "Owner" as used herein shall include the Owner of any Unit, together with the Owner's family, guests, tenants, renters/leasees, residents, and invitees.

ADOPTION AND ENFORCEMENT OF RULES

Any violation of these rules and regulations, Declarations of Condominium, and or Bylaws of the Association by an owner will be responded to according to the procedures set forth below or as authorized by the Minnesota Common Interest Ownership Act. The Association will notify an Owner of any alleged violation of these rules and regulations by means of written notice from the Board of Directors.

The notice will identify the conduct or condition in question, will identify the relevant section or sections in these rules and regulations, and will request the Owner's immediate, voluntary compliance with the rules and regulations. If the Owner believes that he/she is in compliance with the rules and regulation(s), the Owner must respond in writing to the Board of Directors within fourteen (14) days from the date of the original notice. (During the fourteen (14) day appeal period the homeowner is required to be in **full** compliance with all of Pintail's Rules and Regulations, including the cited violation.)

If within fourteen (14) days the Owner has not corrected the conduct or condition to the Board's satisfaction, the Board will then send a formal (second) notice of the alleged violation to the Owner. Such formal (second) notice will identify the conduct or condition that is alleged to be a violation, will identify the section or sections in these rules and regulations and or bylaws that the conduct or condition is alleged to violate, and will state that the Owner must either cause the alleged violation to be correct or must submit a written request for a hearing before the Board within fourteen (14) days of the date that the formal (second) notice is mailed to the Owner. (During this period the homeowner is required to be in **full** compliance with all of Pintail's Rules and Regulations, including the cited violation.)

If the alleged violation has not been correct within such fourteen (14) days, the Board will hold a hearing to determine whether to make a formal finding that a violation has occurred. If the Owner has submitted a written request for a hearing in accordance with the formal notice, the Owner will have the opportunity to present his/her case to the Board at a hearing. Any such formal findings will specify each section or sections of the rules and regulations, or bylaws that the Owner is found to have violated. If the Board makes a formal finding that a violation has occurred, then the Board will impose a fine against the Owner.

Fines will be imposed according to the following schedule:

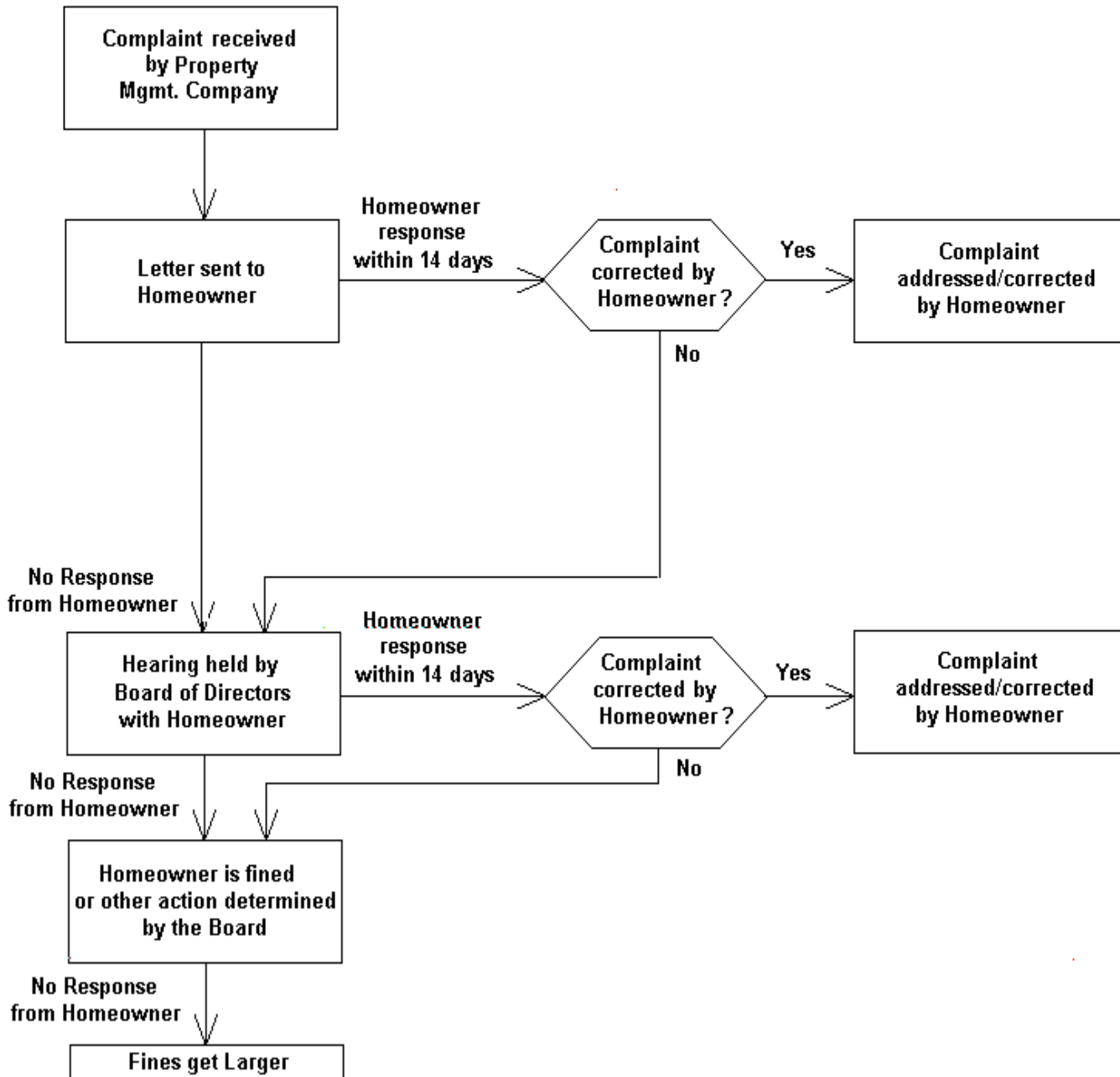
The fine for a violation of each and every section of the rules and regulations will be twenty five dollars (\$25.00) for the first violation of such section within any three (3) year period, fifty dollars (\$50.00) for the second violation of the same section within any three (3) year period, and one hundred dollars (\$100) for the third and each subsequent violation of the same section within any three (3) year period. Continuing violations may be fined on a periodic basis (i.e. daily, weekly, monthly, quarterly, or annually), as determined by the Board of Directors.

In addition to such fine or fines, the Board, upon making such formal findings, may assess the costs of the formal notice and the hearings, and any other costs incurred in correcting the violation, to the Owner against whom such formal findings were made. The costs shall include, but are not be limited to, costs incurred to correct the violation, as well as any necessary repairs for damages caused by the Owner, either directly or indirectly on the property, any legal expenses, and any other necessary expenses to cure the violation. Nothing in the Association's procedures shall terminate or waive the rights of the Association, the Board, any Owner, or any other person or persons that may be entitled, to commence legal action to require future compliance and collect amounts due to the Association, including assessments, late fees, attorneys' fees and costs.

In the case of a rented unit, upon making such a formal finding, the Board may terminate the rental agreement and require the renter to vacate the premises within thirty (30) days of notice to the Owner from the Board of Directors. Any such termination of a rental agreement and any such requirement of vacating the premises shall not make the Board, the Association, or any person or persons liable for any rent due or interference with contract. Any such termination and any such requirement of vacating of premises shall be in addition to, and shall not in any way remove or limit, any other rights, claims, or causes of action to which the Association may be entitled. All legal remedies shall be available to the Association, its Board of Directors, and all other Owners as provided in the rules and regulations, bylaws, declarations, and of the Association and by law. Any Owner may report an infraction of these rules and regulations to the Board. Any request for enforcement by an Owner must be submitted in writing to the Board.

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

Process for resolving Homeowner violations of the Rules & Regulations



I. GENERAL

- 1) Owners are personally responsible and liable for any damage to the buildings or common areas caused by any owner or his/her invitees.
- 2) Owners are to leave all areas and facilities used in an orderly condition.
- 3) Personal property shall not be left unattended in any common area, *when not in immediate use; such items must be stored within the Owner's closed garage or the unit itself.*
- 4) No Owner shall install or operate apparatus or equipment, or use or permit to be brought into, or stored in and/or on any Units any inflammable oils or fluids, such as gasoline, kerosene, naphtha, or benzene, or other explosives or articles deemed extra hazardous to life, limb, or property. This would also include the storage of such items in the garage of the unit, patio, deck, sidewalk, lawn or common areas and /or elements.
- 5) All outdoor sports equipment, *including* but not limited to, volleyball nets, badminton nets, basketball hoops, bicycles, skateboards, skis, skates, sleds, baseball, softball, hockey, football, and tennis equipment, etc, that is used on common areas shall be put away when not in use; these items are not to be stored on lawns, patios, decks, driveways, sidewalks, and any other common areas. Such items must be stored in the garage *or the unit itself.*
- 6) Garage doors should be kept closed when garages are not in use.
- 7) No noxious or offensive activity shall be carried on in any Unit or in the common areas / elements; nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to any other Owners.
- 8) No Owner shall make or otherwise cause any disturbing noises to be made on the Property or permit anything to be done by such persons that would interfere with the rights, comforts, or convenience of other residents in the Association.
- 9) No Owners shall permit anything to be done or kept in his/her Unit or in the common areas and or elements that will result in a cancellation or increase in the cost of insurance on the Property or contents thereof, or which would be in violation of any law.
- 10) An owner shall be permitted to display a sign of not more than three square feet, (i.e. 21 inches by 21 inches) advertising such Owner's units for sale or lease. Such a sign shall be located in the yard area between the Owner's unit and the road in front of the Homeowner's unit. "Open House" signs are permitted at such times and in such places that are customary for real estate agents. Directional signs for estate, garage, or moving sales may be placed on the day of the sale only. Any sign that has to be dug into the ground is prohibited - NO LARGE POST SIGNS. Any damages caused by the placing of such signs shall be repaired at the expense of the Unit Owner. (Refer to Pintail's Governing Documents, which also gives additional information regarding the regulation of signs.)
- 11) Owners are not permitted to place, or cause to be placed any other sign, banner, or other notice except as stated in # 10 including, but not limited to, business signs, advertisements, any signs promoting a cause, or action, or any political signs anywhere on the property or common area / elements, including the placement of such signs on windows, doors, walls, patios, decks, lawns, driveways, or common areas / elements.

12) The United States flag may be displayed from the Owner's patio or deck. No flagpoles are allowed in the grassy areas or in the common areas / elements. Seasonal display of small flags is permitted on national holidays.

13) Each Owner is responsible for supplying a copy of the current rules and regulations, and Association bylaws to a prospective buyer prior to the signing of a purchase agreement for a Unit by the prospective buyer, or if no purchase agreement is signed by the prospective buyer, prior to the transfer of ownership or rental of the Unit.

14) The agents of the Association and any contractor or workman authorized by the Association or its agents, bearing proper identification, may enter any Unit at any reasonable hour of the day, after 24 hours notification to the Owner or Occupant (except without notice in case of emergency), for the purposes of correcting any condition which presents a danger of loss or damage to the Property, injury, or death to any person.

15) Each month's Association assessment is due on the first day of each month, and must be received no later than 5:00 p.m. on the tenth (10th) day of the month. If the tenth day falls on a weekend, or holiday, payment must be received by 5:00 p.m. on the first business day following said weekend or holiday. Payments not received as described in the foregoing two sentences are late and will be assessed a twenty-five dollars (\$25.00) late fee (effective 1/1/2005). Additional collection fees may be charged to your account if an unpaid balance is more than 90 days past due.

16) A fee of \$150.00 is assessed to Owners, mortgage companies, or title companies upon the request to fill out any disclosure statements/resale certificates relating to the sale or refinancing of a unit. Advance notice of *three* (3) business days is required to ensure timely and accurate processing of the disclosure statements/resale certificates.

17) Snow and Ice Removal

Owners are responsible for the following:

- a. Snow removal for snow falls of less than one (1) inch of snow or the current contracted snow trigger depth.
- b. Snow removal from patios and decks.
- c. Ice accumulations on drives, steps, patios, decks, sidewalks, and garage aprons.
- d. The use and application of de-icer materials on drives, steps, patios, decks, sidewalks, and garage aprons will be done by the Owner at their own cost and discretion.
- e. Snow removal underneath and around parked cars.
- f. Snow removal from walkways caused by the clearing of snow from patios and decks.
- g. Snow removal in /and around the Owner's own gas meter.

The Association **is not** responsible for any personal injuries or damages that may occur for failure to follow these Rules and Regulations.

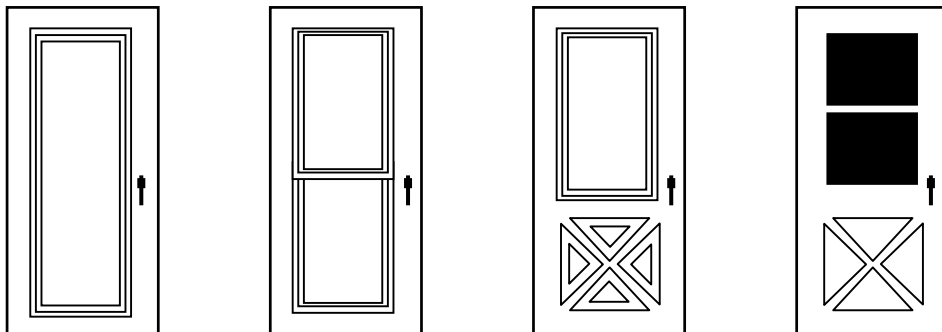
Use good judgment parking cars. Do **not** park in areas where snow must be pushed and/or stored, or where there are signs posted prohibiting parking. Failure to follow these guidelines may result in your vehicle, or any guest vehicles being towed, without prior notice at Owner expense.

II. ARCHITECTURAL REGULATIONS

- 1) Any changes, alterations and/or additions to any part of the common areas / elements or Limited common elements not specifically approved in these rules and regulations are prohibited without approval by the Board of Directors.
- 2) No Owner or Resident shall install or shall cause to be installed wiring for electrical or telephone installation, television antennae, satellite dish, machines, air conditioning units, or the like on the exterior of the Building or that protrude through the walls or the roof of the Building, without the consent of the Board.
- 3) No one may enter, open, or change any structural, and/or mechanical elements of the common areas / elements.
- 4) Any request for architectural changes or alterations not specifically prohibited in this rules and regulations or the Association's governing documents may be submitted for consideration to the Board of Directors. The Owner making the request must provide the Board of Directors with plans and specifications showing the nature, kind, shape, color, height, materials, and location of contemplated structural addition or alteration to existing structures in a form and detail acceptable to the Board of Directors. Proof of the contractor's insurance must also be provided by the Owner along with this request. No Owner may commence work on any such request until written approval is received from the Board of Directors.

III. STORM DOOR POLICY

- 1) Owners are not required to install a storm door in conjunction with their front door. However, Owners may purchase and install, at their own expense, a storm door to protect against the weather and elements. All installed storm doors must meet the following criteria:
 - a. the door must be a heavy duty all weather door;
 - b. the door must be entirely white in color;
 - c. the door must be constructed of at least 1 inch thick insulated steel, or be constructed of 1 inch thick, or greater, solid wood inside with an aluminum or vinyl clad exterior;
 - d. The style of door must be full view glass, mid-view glass, or mid-view glass with a crossbuck doorframe design to match the interior front door;
 - e. The door must have a single, double, or full view clear painted glass throughout. No beveling, etching or other designs on the glass or doorframe will be allowed. Additionally, the glass must be square or rectangular in shape;
 - f. No bars or exterior attachments are allowed on the storm door;
 - g. Approved storm door styles are pictured as follows:



IV. BALCONIES (DECKS) / GROUND LEVEL PATIOS

1) Each Owner has the exclusive right to use the Owner's balcony. However, no Owner shall place portable floor furniture as a barrier around or that extends beyond the Owner's balcony. Only patio furniture (rather than household furniture) is to be used on balconies and patios.

2) Holiday decorations and lights are allowed on the property but must be removed within thirty (30) days following the holiday. Christmas lights are allowed from November 1 through January 31 only (depending on weather conditions). No holiday decorations are to be hung on the unit's exterior lighting or hung in such a manner as to obscure the unit number. Due to safety reasons, the unit number must be visible so any emergency vehicle can easily identify it.

3) Owners shall not plant flowers, fruits, vegetables, or any other vegetation of any type in the common areas, around trees, adjacent to sidewalks, patios, driveways, or lawns, as this may interfere or impede with the lawn contracting service, and affect the overall appearance and uniformity on the property. Nothing shall be hung from or in the trees. Potted plants and planters may be used on balconies and patios.

4) Owners may only use electric barbeque grills meeting the City of Plymouth fire codes on balconies. The use and storage of all other grills, including gas (bottle) or briquettes is allowed on ground level patios as long as they are used (5) five feet from the building and the use of these items must meet all City of Plymouth fire codes. The use of such grills however, must be used in a manner so to not damage the buildings, sidings, or roofs. Any such damages caused by the use of such grills must be repaired at the Unit Owner's expense. Barbecue grills or cooking devices of any kind are not permitted on any common areas / elements.

5) Hanging of laundry garments, rugs, and the like from or on the balcony or railing of the balcony or a patio is not permitted at any time. No items may be hung or displayed over the outside of the balcony or patio railings.

6) The covering of the underside of a Unit's balcony with sheeting, blankets, tarps, or other coverings which may hinder the flow of snow melt, rain water, or run off and result in damage to the balconies wood surface is not allowed.

7) No Owner may feed any wild animals such as wild cats, birds, squirrels, deer, or other similar animal(s) as this may attract rodents who may tunnel or burrow into the townhouse units.

V. POLICY ON SATELLITE DISHES

1) Residents must receive written approval from the Board of Directors **prior** to the installation of a satellite dish.

2) The Owner must sign the Association's satellite dish approval form that may be obtained by contacting the Management Company, **prior** to the installation of the satellite dish. Resultant damage and/or any personal injuries, if any, from the installation and/or usage of the satellite dish shall be the sole responsibility of the homeowner for whom the satellite dish was installed. The Owner agrees in writing to 'accept liability for any damage(s) and/or personal injuries caused by the installation and/or usage of such dish and will responsible to pay for any costs incurred due to any such damage and/or injuries.'

3) Satellite dishes may not exceed 22" inches in diameter.

- 4) Satellite dishes may only be neutral in color.
- 5) Satellite dishes must be installed and anchored by an insured contractor within the satellite dish industry.
- 6) Proof of the installing contractors insurance must be provided to the Board of Directors prior to installation.
- 7) Satellite dishes must be placed within the boundaries of a unit's deck / balcony area. If proper reception is not attainable within the units deck area a variance may be applied to through the Board of Directors **prior** to installation to have the satellite dish installed on the side fascia area of the unit. Satellite dishes may **not** be installed on the rooftops.

Satellite dishes which are not installed in compliance with these Rules and Regulation may be removed by the Association with any costs, including but not limited to, removal, repair, and other necessary expenses assessed back to the individual unit Owner's account.

VI. PARKING, STORAGE, AND PROPERTY USAGE

- 1) Owners and residents are to park their vehicle inside their garages whenever possible.
- 2) Owners and residents should not park their vehicle(s) in guest parking facilities. If an owner's vehicle is parked in a guest parking spot, the vehicle may be subject to towing without notice at the owner's/resident's expense.
- 3) No vehicle, including motorcycles shall be parked anywhere on the property except in a parking space. The patio areas and/or balconies are not considered a parking space.
- 4) Parking is prohibited in front of driveways and in the fire lanes.
- 5) No vehicle may be parked in an area that will obstruct or hinder other traffic on the property.
- 6) Disabled or abandoned vehicles shall not be stored or parked on the property at any time. (This includes vehicles with expired license tabs that are a month or more past their expiration date.) All disabled or abandoned vehicles shall be subject to towing at owner's expense without prior notice to the owner. No storage of vehicles is allowed on the property. Any vehicle that has not been moved within seven (7) consecutive days will be considered abandoned and may be towed at the owner's expense. When on vacation, your vehicle will need to be parked in your garage or driveway.
- 7) Boats, tractor trailers, all other types of trailers, campers, recreational vehicles, motor homes, trucks in excess of three-quarter ton, bicycles, motorcycles, all terrain vehicles, snowmobiles, or all types of water toys shall not be allowed to be parked or stored on the property. All such items will be towed at owner expense without prior notice to the owner.
- 8) Portable storage devices (such as 'PODS') containers not on wheels, or similar such devices need **prior approval** before they can be place on the property. Notify Pintail's Management Company **prior to** placing portable storage containers on Pintail's grounds. Please be mindful that the presence of these storage devices can be an unsightly obstruction for your neighbors. As such, portable storage containers may only be placed on the homeowner's driveway and then only for a maximum of seven (7) consecutive days. Since most driveways are shared on the property, please be sure not to block your neighbor's access to their driveway or garage. Such units are only allowed up to a maximum of two (2)

separate periods (i.e., moving in and moving out) and again are subject to approval **before** delivery. Such units may **not** be stored or left on the property in any common area such as, but not limited to parking areas, roadways, cul-de-sacs, lawns, sidewalks, decks, or patios. Fines will be applied after the seventh (7th) day if such units are not promptly removed, or immediately if such units are left in any common area. The homeowner will also be subject to fines for not obtaining **prior approval** for delivery of such a container. If there is any damage done to Pintail's property related to the usage of such storage units or devices, the homeowner will be responsible for **all costs** related to these damages, for any repairs, and any other necessary costs to correct this violation of the Rules and Regulations.

9) No major vehicle repairs, painting, or mechanical work, except necessary emergency work, shall be conducted on the Property.

10) Owners shall be responsible for reasonable cleanup of spills, and other emissions of oil and other vehicle fluids on the Property.

11) Owners shall not drive off of the hard driving surface of the driveways and/or the public street that accesses the driveways. All costs incurred to repair damage caused by such actions will be assessed to the offending Owner.

12) All vehicles must be moved from drives and parking spaces following snow falls exceeding 1 inch (or the current snow trigger) to allow for snow plowing services. Owners are responsible for snow removal underneath and around their parked cars. Parking is not allowed in areas where snow must be pushed, i.e. at the end of street cul-de-sacs between the buildings, or where signs are posted which prohibit parking. If vehicles are parked in these areas they will be towed at the owner's expense **without prior warning**.

13) No Owner shall cause or permit the blowing of any horn from any vehicle anywhere on the Property except as may be necessary for safe operations thereon.

14) No snowmobile riding is allowed anywhere on the property.

Please be courteous to your neighbors at all times when driving or parking a vehicle on the Property.

VII. PET REGULATIONS

1) Owners shall be permitted to have no more than two pets maximum, so long as both are less than 20 pounds each, i.e. two (2) dogs or one (1) dog and one (1) cat or two (2) cats per unit. For homeowners with a single pet, (dog or cat) that pet must also be less than 20 pounds. Small birds and fish shall also be allowed. All pets are to be housed and maintained within the owner's home except when under the direct control of their owner. Other quarters such as dog runs or doghouses outside of the unit are not permitted.

2) Any Owner who keeps or owns an animal of any kind on the property shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from the keeping or owning of any such animal on the Property.

3) No Owner shall allow the Owner or Resident's pet to cause or create a nuisance or unreasonable disturbance on the Property. Each owner who keeps or owns an animal of any kind shall comply with all Plymouth City Codes and any other governmental regulations pertaining thereto. Dog barking on the property is to be strictly controlled by the dog's owner.

- 4) No Owner shall allow the Owner's pet out of the Owner's unit unless the pet is on a leash at all times and accompanied by its Owner or carried by its owner.
- 5) The tethering or leashing of pets to a bush, tree, gaspipe, vehicle, or other object, or building structure is not allowed.
- 6) Owners shall not allow their pets to urinate or defecate in any common area on the property. Owners shall not allow their pets to urinate or defecate on the balconies or patios. Owners shall immediately dispose of pet waste in a sealed plastic bag placed in the garbage.
- 7) Damage caused by any pet to any part of the property shall be the full responsibility of the Owner, and the Owner shall promptly pay all costs involved in restoring such damaged portion of the Property to the condition it was in before such damage occurred. Any such damage caused by cleaning, chemical, or other such materials used in the attempt to remedy said damage shall be the full responsibility of the Owner of the pet, and said Owner shall pay the full cost of removal and replacement of such damaged items. Failure to promptly clean up, replace, and restore all damages caused by a pet will subject the pet's owner to an assessment from the Association for the cost of the clean up and repairs.
- 8) Each Owner shall be financially responsible for any personal injury or property damage caused by his/her pet.
- 9) Any violation of the Pet Regulations shall be subject to the fining procedures set forth in the Rules and Regulations. In addition, the Board of Directors has the right to pursue further actions by whatever means are available through these rules and regulations, the Association's governing documents, and through the City of Plymouth.

VIII. OUTDOOR COMMON ELEMENTS

- 1) Each owner shall pay for any damage to the Property caused by the moving of the owner's personal property.
- 2) No rubbish, debris, or unsanitary material(s) shall be permitted in the common areas / elements of the property.
- 3) Garbage/Recycling containers
 - a. Garbage: Only proper trash containers may be used for garbage. Containers should be placed at the end of the driveway or curb on pick-up days, or you may set out your receptacles as early as 5:00 p.m. the night before pick-up. These containers are to be stored in the owner's garage by midnight on the day of pick-up. Avoid placing containers over lawn sprinkler heads, which may become damaged by the weight of these containers. Proper trash containers are made of rigid plastic or metal trash cans with lids. No trash is permitted to be left uncovered. Tightly sealed, heavy-duty garbage bags may be used for excess garbage only. Trash containers are to be stored out of site in the unit owner's garage on non-trash pick up days.
 - b. Recycling: Only recycling containers provided by the City of Plymouth are allowed. Overflow items must also be contained in additional recycling containers. Such containers should be placed at the end of the driveway or curb on pick-up days or you may set out your receptacles as early as 5:00 PM the night before pickup. These containers are to be stored in the owner's garage by midnight on the day of pick up. Avoid placing containers over lawn sprinkler heads, which may become damaged by the weight of these containers. The storage of such

containers on non-pick up days is subject to the same guidelines as the trash containers outlined above.

- c. **There is no storing of trash and recycling containers on decks, patios, driveways, sidewalks, lawns, or other areas outside of the unit.** If trash or recycling receptacles are left outside, the Homeowner will be notified by letter that they are in violation of the Rules and Regulations. A fine will be issued following the homeowner's third violation as outlined in accordance with the Association's fining practices.

IX. RENTAL OR LEASING POLICY

1) Owners must provide prior written notice to the Board of Directors of the Association, or the management agent for the Association, whenever they rent or lease their Unit. Information to be supplied to the Board must include:

- a. Name(s) of renter and all occupants of the Unit.
- b. Term of rental agreement. Rental agreement must be at least one (1) year.
- c. A copy of executed rental/lease agreement.

2) Owners must comply with the rental/lease requirements each time a Unit is leased to a new renter/occupant or, whenever the rental/lease period is extended or renewed with an existing renter.

3) Each Owner renting is responsible for supplying a copy of these rules and regulations to the renter and is ultimately responsible for each renter and occupant's compliance with these rules and regulations.

4) Each Owner is responsible for all maintenance and repair(s) within the Owner's Unit and to make sure that the renter fully understands all matters regarding the maintenance and repairs of these items will be handled by the Owner.

5) Any Owner who is not also an occupant must notify the Board of Directors or the management agent for the Association of his/her current mailing address, together with business and home telephone numbers.

X. INSURANCE POLICY:

In compliance with the Association's Declaration of Condominium and the Minnesota Common Interest Ownership Act, the Association maintains a blanket type policy of insurance covering the common areas / elements and limited common elements of the Association in their entirety and the individual Units to a limited degree. For a more complete description of the Association's insurance coverage, please refer to the Association's Declaration of Condominium and Bylaws.

In general, the Association's insurance does not cover personal property and interior improvements to the Units. As such, each owner is required to maintain, at Owner's expense, a homeowner's policy of insurance to cover any items not covered by the Association's policy of insurance, which items are generally described below. The required policy of insurance provides protection against a wide range of hazards that could result in loss to personal property both at and away from the Unit, including the value of alternations or improvements to the Unit. This policy also includes liability protection against injuries or damage to third parties arising from the Unit itself or your personal activities away from the Unit.

The purpose of the remaining provisions is to explain, in simple terms, the insurance responsibilities of the Association and the Owner, including the Owner's guest, tenants, and invitees. Please refer to the Association's Declaration of Condominium/Bylaws for further in depth information or explanation of coverage.

WHAT SHOULD I DO WHEN DAMAGE OCCURS?

- 1) Take any reasonable measures necessary to contain the damage. Prevent further loss by protecting undamaged property.
- 2) Contact the property manager at the Management Company to report the damage. This is to be followed by written notice of the damage and when it occurred and was reported.
- 3) Report the loss to your insurance agent.

WHAT HAPPENS AFTER THE LOSS?

The Property Manager will assist in the immediate containment of the damage and coordinate the clean up and repairs of the Association's property with the Association's insurance company.

You are responsible for coordinating and the clean-up and repair of your property with your insurance company.

The respective insurance companies will investigate the loss and allocate payments in accordance with the requirements of the Association's governing documents.

The insurance companies as may be appropriate will reimburse reasonable expenses incurred to contain the damage and prevent further loss.

HOW DOES INSURANCE WORK?

After a loss has occurred, the insurance company representatives for the Association and the Owner or the Owner's tenants will review the Declaration of Condominium, the Association's Bylaws and these rules and regulations to determine the payment responsibilities of each party involved in the loss. In general, the loss will be allocated on the following basis:

The Association's insurance is responsible for the clean up and repairs of the common areas / elements and limited common elements.

Your insurance is responsible for the clean up, repairs, and replacement of your personal property, improvements to the inside of your unit (whether attached or not) and other items within the Unit as defined in the Declarations of Condominium, Bylaws, and these rules and regulations. Your insurance should cover those property items within the Unit that are not covered by the Association's insurance. The Association is not responsible for damages to personal property.

Under Minnesota law, The Association's insurance policy coverage provides a "waiver of subrogation" for each Owner in the Association. In other words, the Association's Insurance company has waived its right to collect from you the damage(s) you caused to the Association's property. However, the Association retains its rights to assess you for the

Association's insurance deductible and related costs in appropriate circumstances even though the Association's insurance company has waived its right of recovery. **When a Owner's negligence, actions, or inactions either directly or indirectly cause damage to their unit or another Unit or Units, or personal injury, the responsible Owner may be held liable for the cost of repairs and any injuries.** The liability section of the responsible Owner's insurance policy may provide coverage for those damages, check with your individual HO-6 carrier.

The Association is not an absolute indemnifier. You cannot expect the Association to pay for damage to your property that results from a defect in the building or the failure of a building system, unless the Association itself was somehow at fault or otherwise legally responsible.

If your personal property is damaged as a result of a covered loss to the building or building systems (such as broken water main, heating pipe, sprinkler, etc), your insurance policy will respond and pay for the damage, less your deductible if any. If your insurance company believes that the Association was legally responsible, it will pursue recovery of any payments made from the Association's insurance company. *Please remember that the Association is not required to reimburse you for your deductible, if any.*

The cost to repair damage(s) to Association property caused by the moving and/or carrying of items into, out of, or within the Association's property will be assessed the Owner associated with the items being moved.

Association

The Association's insurance policy is commonly referred to as "Special Form" coverage. This type of policy provides coverage for any form of direct physical loss or damage to property except those causes that are specifically excluded. Generally, the exclusions are: Earth movement, Government Action, Enforcement of Ordinance or Law, Nuclear Hazard, Off premises Utility Interruption, War or Military Action, Flood, Mud Slides, Underground Water, Wear and Tear Deterioration, Smog, Settling, Cracking, Shrinking, Expansion, Animals, Rodents, Repeated Seepage or Leakage, Dishonest or Criminal Acts or Pollution.

Owner

The standard condominium homeowner's insurance policy is known as "Named Peril" coverage. This type of policy will cover direct damage to personal property resulting only from the following causes: Fire, Lighting, Explosion, Windstorm, Hail, Smoke, Aircraft, Vehicles, Riot, Civil Commotion, Vandalism, Leakage from Fire Suppression Systems, Sinkhole, Collapse, Volcanic Action, Falling Objects, Weight of snow, Ice or Sleet, Rain (driven by Wind through damage in building) and the Accidental Discharge or Leakage of Water or Steam resulting from the breaking or cracking of a System or Appliance containing water or steam. The insurance industry commonly refers to the standard condominium homeowners' policy as a HO-6 policy. In the event that your property is indirectly damaged as a result of damage to the building, your personal property will be covered, by your insurance policy, for the same causes of loss as those listed for the Association.

The range of covered losses provided by the homeowners' policy are more restrictive than the "All Risk" type of coverage provided under the Association's policy. "All Risk" type coverage for your personal property is an option that may be available to you.

**THE ASSOCIATION REMINDS YOU TO CONSULT YOUR
INSURANCE AGENT FOR THE COVERAGE YOU NEED.**

Claims.

Under Minnesota Law, when damage occurs to a Unit or Units, The Association may elect to either:

- (1) Pay the deductible amount under the Association's Policy of insurance as a Common Expense of the Association;
- (2) Assess the deductible amount against the unit or units affected in any reasonable manner, or;
- (3) Require the Owners of the affected Units or Units to fund the deductible amount directly to the Association.

In the event that damage necessitating a claim against the Association's Policy of insurance is experienced, the Owner sustaining damage will be responsible for the deductible amount. The current deductible amount is \$5,000.00 as of October 2010.

The following is an example:

- 1) The roof leak causes \$7,500.00 in damage to a unit.
- 2) The Association's insurer will pay \$2,500.00. (\$7,500.00 less the \$5,000 deductible).
- 3) If the homeowner has a \$100.00 deductible on their HO-6 policy, and has "Gap Coverage", the homeowner's HO-6 insurer will pay \$4,900.00 for the "gap" in coverage between the \$100.00 HO-6 deductible and the Association's \$5,000.00 deductible.
- 4) The Association will reimburse the homeowner a MAXIMUM of \$100.00 for the Deductible after the claim has been filed and settled with the homeowner's HO-6 carrier.*
Proof of settlement will be required from the owner's HOA-6 policy.

*Should the homeowner have a larger deductible, the maximum deductible reimbursement will not exceed \$250.00

The Association advises homeowners to make sure their HO-6 policy provides what is known as 'gap coverage' for the deductible amount. "Gap coverage" is the coverage between the HO-6 deductible amount and the Association's deductible.

Summary of the above example:

Damage from roof leak amounts to \$7,500.00. If the homeowner has a \$100.00 deductible on their HO-6 policy the homeowner received payments as such:

\$2,500 from the Association's insurer.
\$4,900.00 the Homeowner's HO-6 insurer
\$100.00 from the Pintail Homeowners Association, Inc

TOTAL AMOUNT RECEIVED: \$7,500.00

CONDOMINIUM RESPONSIBILITIES GUIDE
(FOR COMMONLY ASKED QUESTIONS)

A = ASSOCIATION H = HOMEOWNER

<u>ITEM</u>	<u>PAINT</u>	<u>REPAIR</u>	<u>REPLACE</u>	<u>MAINTAIN</u>
Appliances (unit)	H	H	H	H
Furnace	N/A	H	H	H
Washing Machine Hose	N/A	N/A	N/A	H
Balcony / Patio (clean wall area & snow removal)	N/A	N/A	N/A	H
Patio	N/A	A*	A*	H
Balcony floor boards (Sealing)	N/A	A*	A*	H
Bathroom Fans	N/A	H	H	H
Cable TV (within unit)	N/A	H	N/A	H
Address Plaque Light Fixture and Bulb	N/A	A	A	A
Garage Door	A	H	H	H
Storm Doors & Window Screens	H	H	H	H
Door (external side only)	H*	H	H	H
Electrical (unit)	N/A	H	N/A	N/A
Fireplace	N/A	H	H	H
Laundry Vents (Exterior/interior)	N/A	H*	H*	H*
Lock (unit doors)	N/A	H	H	H
Mailbox	A	A	A	A
Pest Control (unit/building)	N/A	N/A	N/A	H

<u>ITEM</u>	<u>PAINT</u>	<u>REPAIR</u>	<u>REPLACE</u>	<u>MAINTAIN</u>
Plumbing (unit)	N/A	H	H	H
Sliding glass patio door/ door track	N/A	H	H	H
Roof	N/A	A	A	A
Windows including (Interior window molding/frames)	N/A	H	H	H
Smoke Detectors (in units)	N/A	H	H	H
CO2 Detectors (in units)	N/A	H	H	H
Sewer Pipes (in unit)	N/A	H	H	H
Water Damage - (From adjacent unit)	N/A	H	H	H
Water Damage –	N/A	H	H	H

(From damages caused from both exterior and interior sources to carpet, walls, ceilings, painting, etc. This also includes water leaks in the interior of the unit. (i.e.: from siding, window leaks, heat and water pipes, appliances, plumbing, and other sources.)

Charges:

A Association

A* Association will replace, repair as needed for safety and structural integrity. This does not include repairs for cosmetic/aesthetic purposes.

H* Homeowner's Expense- When repair or maintenance is required to maintain architectural integrity of a Limited Common Element, the homeowner's Association, or the Management Company on behalf of the Association, will make the repair or hire a subcontractor to make the required repair. Appropriate notification will be given to the homeowner as to the required work and cost of the work. Actual cost will be billed to the homeowner.

H Homeowner's Expense

N/A Not Applicable

**** Cost may vary depending on the nature of the repair or replacement of the different items above. It is recommended you have an estimate first.

**Pintail Villas Homeowners Association
Satellite Dish Approval Form**

WHEREAS, The Board of Directors of the Pintail Villas Homeowners Association is empowered to make and enforce rules regarding architectural control issues concerning the Association...

WHEREAS, there is a need to affect a rule regarding the installation of satellite dishes on common area property...

WHEREAS, it is the intent that this policy shall be applicable to all residents who seek to install an eighteen inch satellite dish on the common property of the Association until this resolution is rescinded, modified, or amended by a majority of the Board of Directors...

THEREFORE, BE IT RESOLVED THAT the Association requires residents to abide by the following guidelines regarding the installation and usage of a satellite dish on the Association's limited common area or common area:

- 1) Residents must receive written approval from the Board of Directors **PRIOR** to the installation of a satellite dish;
- 2) The Owner must sign the Association's satellite dish approval form which may be obtained by contacting the Management Company, **PRIOR** to the installation of the satellite dish. Resultant damage and/or any personal injuries, if any, from the installation and/or usage of the satellite dish shall be the sole responsibility of the homeowner for whom the satellite dish was installed. The Owner agrees in writing to 'accept liability for any damage(s) and/or personal injuries caused by the installation and/or usage of such dish and will responsible to pay for any costs incurred due to any such damage(s) and/or injuries.'
- 3) Satellite dishes may not exceed 22 inches in diameter;
- 4) Satellite dishes may only be neutral in color;
- 5) Satellite dishes must be installed and anchored by an insured contractor within the satellite dish industry.
- 6) Proof of the installing contractor's insurance must be provided to the Board of Directors prior to installation.
- 7) Satellite dishes must be placed within the boundaries of a unit's deck/balcony area, if proper reception is not attainable within the unit's deck area; a variance may be applied for through the Board of Directors prior to installation to have the satellite dish installed on the side fascia area of the unit. Satellite dishes may NOT be installed on the roof tops.

Satellite dishes which are not installed in compliance with these Rules and Regulations may be removed by the Association with any costs, including but not limited to, removal, repair, and other necessary expenses assessed by to the individual unit Owner's account.

I/We agree to abide by the rules pertaining to the installation and/or usage for satellite dishes as outlined in the above provisions

_____ Homeowner Signature (s)

_____ Homeowner Signature (s)

_____ Date signed