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# **RULES AND REGULATIONS**

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Hunters Crest Homeowners Association, Inc

**MARCH 1, 2023**

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**TABLE OF CONTENTS**

INTRODUCTION .....1

DEFINITIONS .....2

ENFORCEMENT .....4

    REPORTING VIOLATIONS .....4

    PENALTIES FOR VIOLATIONS .....4

    CONTINUING NON-COMPLIANCE.....4

    APPEAL PROCEDURE.....5

    HEARING .....5

RULES AND REGULATIONS .....6

    SECTION 1: GENERAL .....6

    SECTION 2: SIGNS .....6

    SECTION 3: BEHAVIOR/NOISE .....7

    SECTION 4: GRILLS, FIRE PITS AND WOOD BURNING DEVICES .....7

    SECTION 5: PETS .....7

    SECTION 6: LAWN, LANDSCAPING, AND TREES.....7

    SECTION 7: RECREATIONAL EQUIPMENT AND VEHICLES.....8

    SECTION 8: DRIVEWAYS, GARAGES, AND PARKING .....9

    SECTION 9: TRASH AND RECYCLING .....10

    SECTION 10: SIDING, ROOFING AND WINDOWS.....10

    SECTION 11: STORAGE BUILDINGS & PLAYHOUSES .....11

    SECTION 12: DECKS, PATIOS AND FENCES .....11

    SECTION 13: IN-GROUND SWIMMING POOLS, HOT TUBS, AND TEMPORARY POOLS.....13

    SECTION 14: SATELLITE DISHES AND ANTENNAS .....13

    SECTION 15: SALE AND LEASE OF DWELLINGS.....14

SOLAR ENERGY SYSTEM GUIDELINES .....16

RODENT REMOVAL REIMBURSEMENT POLICY.....17

ARCHITECTURAL REVIEW POLICY .....18

COLLECTIONS RESOLUTION .....19

## INTRODUCTION

Rules and Regulations are important in day-to-day community living. When a group of people live in close proximity and shares in the use of property, which is the case at Hunters Crest, rules have to be established to define how people use the property, function together to minimize the potential for conflict, and expedite the operation of the business of the Association. Besides promoting the enjoyment of the property by all the Owners and Occupants, rules promote and preserve health and safety, and they are essential to preserving property values in the community.

Please take the time to familiarize yourself with the Rules and Regulations included in this document.

The Board of Directors of Hunters Crest Homeowners Association, Inc. is charged under Article IX. Section 1d of the Bylaws of the Association with the power “to adopt and publish Rules and Regulations.” Every Owner is responsible for full compliance with the Rules and Regulations of the Association by all occupants, guests, and visitors. 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 Hunters Crest Homeowners Association, Inc. In the event of any conflict among the provisions of the Rules and Regulations, and the Governing Documents, the Governing Documents shall control.

These Rules and Regulations will not reverse any previous action taken by the Board of Directors that was proper under the previous Rules and Regulations.

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.

The Board has exclusive authority to approve and implement Rules and Regulations, as it deems necessary, for the purpose of operating and administering the Association and regulating the use of the property. The Rules and Regulations must be reasonable, lawful, and consistent with the Governing Documents. New or amended Rules and Regulations shall be effective only after reasonable notice has been given to the Owners.

Hunters Crest Homeowners Association, Inc.  
Board of Directors

## DEFINITIONS

ARC	An Architectural Review Committee may be appointed and supervised by the Board of Directors to ensure the architectural attractiveness and uniformity of appearance of the community. The authority of this committee is delegated to it by the Board of Directors, and in lieu of this committee, the Board of Directors retains the functions under Section 8 of the Declaration.
ANTENNA	Any device used for the receipt of video programming services, including direct broadcast satellite, television broadcast, and multipoint distribution services. A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna, provided that it meets FCC standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.
ASSOCIATION	Hunters Crest Homeowners Association, Inc.
BOARD	The Board of Directors of the Association, as provided in the Bylaws.
BYLAWS	The Bylaws governing the operation of the Association, as amended from time-to-time.
COMMON ELEMENTS	Outlots within the Community, and the improvements thereon or thereto, owned by the Association for the common use and enjoyment of the Owners of Lots in the Community.
DWELLING	A building designed and intended for occupancy as a single-family residence. The Dwelling includes the garage.
GOVERNING DOCUMENTS	The Articles of Incorporation, the Bylaws, and the Declaration of the Association, all of which govern the use and operation of the Association.
MOTOR VEHICLE	A licensed passenger vehicle less than 9,000 pounds gross vehicle weight such as an automobile, a pickup truck, a van, or motorcycle that will fit within the garage without extending into the driveway.
OCCUPANT	Any person or persons, other than the Owner, in possession of or residing in a Dwelling.

OWNER	Any person who owns a Dwelling. The term "Owner" includes without limitations, contract for deed vendees, and holders of a life estate. All Owners are automatically members of the Association.
PERSON	A natural person, corporation, limited liability company, limited liability partnership, trust, or other legal entity capable of holding title to real property.
PLAT	The plat depicting the Property pursuant to the requirements of the Act.
RULES AND REGULATIONS	The Rules and Regulations of the Association as approved from time-to-time, including pursuant to the Declaration.
TENANT	A natural person, corporation, limited liability company, limited liability partnership, trust, or other legal entity granted legal occupancy of a Dwelling by a Lease Agreement.

## **ENFORCEMENT**

### **REPORTING VIOLATIONS**

Owners and Residents are encouraged 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 complaint stating which rule is being violated, by whom, and when (date and time). If possible, pictures of violation(s) are encouraged to accompany the written complaint. The complainant will be notified of the final action taken in each case.

### **PENALTIES FOR VIOLATIONS**

The penalties for violations of the Rules and Regulations of Hunters Crest Homeowners Association, Inc. will be administered as follows for violations that pose no immediate hazard to the Hunters Crest Homeowners Association, Inc. community. However, the Board reserves the right to take more stringent action when a violation is viewed as presenting an immediate hazard to the community, or for particularly egregious behavior.

#### **PENALTIES WILL BE ASSESSED AND ENFORCED BY THE BOARD OR ITS DESIGNEES.**

<b>a) FIRST OFFENSE:</b>	Warning to the violator by letter and/or email.
<b>b) SECOND OFFENSE OR NON-COMPLIANCE WITHIN 10 DAYS OF FIRST LETTER AND/OR LETTER:</b>	Five Dollar (\$5.00) per day continuing non-compliance fine for violating same rule within 12-months of the previous violation.
<b>c) ALL FINES ARE DUE AND PAYABLE:</b>	Any fines not paid when due are subject to the same Delinquency Policy as set forth in the Delinquency Policy.

### **CONTINUING NON-COMPLIANCE**

In the case of continuing non-compliance beyond the date when a fine was assessed under (b), a fine of \$5 will be assessed for each and every day of non-compliance. "Continuing non-compliance", as opposed to "offense", refers to those instances when a Dwelling Owner or Resident has created a condition which is in violation of the Rules and Regulations.

## **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 within the ten-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 ten (10) days after the hearing or review, 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 hearings:

1. Any Board Member who has direct involvement in the matter shall excuse him/herself from the hearing process.
2. The alleged violator will be informed of the date, time, and place of the hearing with at least ten (10) days\* notice.
3. The Board President will normally chair the hearing, and the Board Secretary will take complete minutes of the proceedings.
4. Attendance at the hearing will be limited to the following persons: Board Members and any agents of the Board; the complainant(s); the alleged violator if the Dwelling Owner is a nonresident; and any other persons who have evidence or testimony to offer.
5. All parties will be given the opportunity to present their case and to ask questions of persons offering opposing evidence or testimony.
6. Upon the conclusion of testimony and statements, all other parties will be excused and the Board and its agents will deliberate in private. The complainant and Dwelling Owner will be sent written notice of the Board's decision within ten (10) 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 alleged violator and the Board.



## **RULES AND REGULATIONS**

### **SECTION 1: GENERAL**

- 1.01 No resident will do or permit anything to be done on the property which will create a hazard to life or property, or cause the cancellation of, or increase to the cost of insurance of neighboring homes.
- 1.02 The Association and other Owners are to be held harmless from all fines, penalties, costs, and prosecution arising from any violation thereof by the Owners, Occupants, guests, or visitors.
- 1.03 The Management Company or the Association Board may, without warning and at the owners expense, remove nuisance items or personal property which appear to be abandoned in the common areas.
- 1.04 Storage of personal property outside of a Dwelling is prohibited. This includes, but is not limited to: bicycles, trashcans, motorcycles, and snowmobiles; all of which must be stored in the Dwelling. Outdoor furniture and grills may be stored on patios and decks through the winter.
- 1.05 All Owners and Occupants are responsible for observing any posted rules that may be in addition to those contained in these Rules and Regulations.
- 1.06 The Association will complete routine maintenance for the mailboxes and the mailbox structure. Any interim repairs needed are the responsibility of the homeowner, which may include, but is not limited to the flag, hinge, or any other needs.
- 1.07 Flags, pennants, banners, windsocks, and weathervanes may be displayed, provided that the display is no more than fifteen (15) square feet, in good condition, and mounted using proper hardware to the Dwelling.

### **SECTION 2: SIGNS**

- 2.01 Except as specifically provided in these Rules and Regulations, no signs or other emblems or placards shall be placed on the Common Elements or on any Dwelling so as to be visible from the exterior. See Rule 13.02 for Rules and Regulations regarding "FOR SALE" signs.
- 2.02 Signs to show support for a local school, place of worship, or positive cause may be placed in landscaping areas adjacent to the Dwelling, or Dwelling windows, but may not be larger than 18" x 24". The sign may not be placed in the yard.

- 2.03 Signs advocating candidates or issues that are on a ballot for governmental elections are not allowed to be posted on the property, in the yard, landscaping areas, or placed in Dwelling windows, except for fourteen (14) days prior to a primary election, and must be removed within seven (7) days after.

### **SECTION 3: BEHAVIOR/NOISE**

- 3.01 No noxious, destructive, or offensive activity shall be allowed at any Dwelling, nor shall anything be done thereon which may become an annoyance or nuisance to any other Owner or Occupant. Contact the Minnetrista Police at 911 to report a problem, then also notify the Management Company.
- 3.02 No vehicle horns shall be blown except as necessary for the safe operation of the motor vehicle.

### **SECTION 4: GRILLS, FIRE PITS AND WOOD BURNING DEVICES**

- 4.01 Grills of any kind, portable fire pits and wood burning devices are permitted for use in the front or back of the dwelling. Storage of these items on the front facing, streetscape side of the dwelling is not allowed. They must be stored in the garage once it is safe to do so following use, or in the back of the dwelling.

### **SECTION 5: PETS**

- 5.01 A maximum of two (2) dogs or cats per household or a combination of three total pets with no more than two dogs are allowed. (Per Article II, Section 8 of the Declaration of Covenants)
- 5.02 No animals of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose. (Per Article II, Section 8 of the Declaration of Covenants)
- 5.03 Pets shall not be allowed to make an unreasonable amount of noise, to become a nuisance, or a threat to the safety of Owners/Occupants, and their guests. No dog shall be permitted to bark, howl, or make other loud noises, or create disturbances, for such a time that disturbs neighbors' rest or peaceful enjoyment of their respective Dwellings. Contact the non-emergency line for Minnetrista Police to report a dog nuisance.

### **SECTION 6: LAWN, LANDSCAPING, AND TREES**

- 6.01 Lawn ornaments such as statuettes, birdbaths, windmills and whirly-gigs, and lawn art such as sculptures and statues, are prohibited in front yards and side yards. (Per Article II, Section 6 of the Declaration of Covenants)

- 6.02 Every area on each Lot where natural vegetation has been removed but not replaced with improvements or landscaping must be completely sodded. (Per Article II, Section 12 of the Declaration of Covenants)
- 6.03 The Owner of the Lot closest to a tree shall properly maintain the tree for so long as it lives and shall remove the tree if it dies or becomes diseased, including any boulevard trees on the Lot. ARC approval is required for tree replacements on the streetscape side of the home if the tree will be of a different species than the originally planted tree.
- 6.04 An ARC application is required for retaining walls, boulder walls, and rock beds on the sides and front streetscape of a Dwelling.
- 6.05 All landscaping changes on the front streetscape side of a Dwelling, including front yard, require ARC approval.
- 6.06 All landscaping should be maintained so as to maintain the overall integrity and beauty of the Association. This includes trimming the grass along both sides of a fence and removing weeds from landscape beds on the streetscape sides of the home. The Board reserves the right to request modification if landscaping is not done with common sense and complaints are received for things such as overgrowth, excessive plantings, lack of general care and maintenance, and obtrusive items.
- 6.07 The planting of trees, shrubs and plants along the sides and back of one's property is at the discretion of the homeowner.
- 6.08 Sump pumps must discharge water onto the lot in a manner so as to prevent water from flowing onto or accumulating upon the sidewalk or street.

**SECTION 7: RECREATIONAL EQUIPMENT AND VEHICLES**

- 7.01 Use of the property for ball and yard games is allowed. The Owner or Occupants are responsible for the removal of all recreational equipment in the front yard at the end of the day.
- 7.02 A maximum of one permanent, in-ground basketball hoop with a clear acrylic backboard may be installed along either side of the driveway.
- 7.03 Hockey enclosures are allowed in backyards only from November 1<sup>st</sup> through March 1<sup>st</sup>.
- 7.04 Sport courts are allowed in backyards with ARC approval. The court may be no larger than 30' x 36' and constructed with either a permeable base layer or a poured concrete base, with the option of adding interlocking sport court tiles on top. The primary tile color must be green, with the option to use one additional accent color of choice. The basketball hoop may be temporary or permanent. Surrounding landscaping is also required with a minimum height of 12".

- 7.05 Large play structures are allowed in the backyard only. The play system may consist of wood or maintenance free materials in natural colors.
- 7.06 Temporary swimming pool - Portable swimming or wading pools are allowed, if located on the grass or a landscaped area, but must be removed and stored inside the Dwelling or Garage on a daily basis. Owners are responsible for repairing any damage to the lawn or landscaping caused by the pool. The Board reserves the right to limit or prohibit pool use at such time a pool is deemed to be a nuisance to other Dwellings.
- 7.07 Recreational vehicles, such as, but not limited to, snowmobiles, four-wheelers, ATV's, motorcycles, dirt bikes, dune buggies and go-karts may not be operated on Association property, including empty lots, out lots, sidewalks, land buffers, wildlife areas, ponds or City parks within Hunters Crest.

**SECTION 8: DRIVEWAYS, GARAGES, AND PARKING**

- 8.01 Compliance with regulatory signs posted by the Association and/or City is expected. Such signs include No Parking, Fire Lane, Speed Limit, etc.
- 8.02 All driveways and parking areas constructed on any Lot shall be paved with an asphalt, brick, concrete or bituminous surface. Any change in material or shape of a driveway or garage apron require ARC approval.
- 8.03 The driveway is allowed only for operable automobiles, trucks and vans. Inoperable, or stored vehicles of any type are not allowed on the driveway, and must be parked, kept or stored in the garage or offsite.

No boats, snowmobiles, trailers, recreational vehicles, buses, campers, all-terrain vehicles, tractors, or trucks greater than 9,000 pounds gross vehicle weight, shall be parked or stored anywhere on the property except in the garage. All items stored in the garage must allow for complete closure of the garage door.

EXCEPTION: Recreational vehicles, boats, trailers, etc. which fit within the driveway boundaries may be parked in the driveway temporarily for the purposes of loading or unloading. On very limited occasions, owners may request a temporary exception from Management, subject to Board approval regarding frequency and duration, to park one of the above items in the driveway. Unless the item and dates are approved and recorded with Management, no temporary exception is granted, and the item is subject to violation.

(Per Article II, Section 9 of the Declaration of Covenants)

- 8.04 No motor vehicle in a non-operative condition, not in a good state of repair, not legal for road use, or not bearing current license plates, shall be left standing in the driveway.

- 8.05 The driveways are not to be used for the storage of motor vehicles. Any motor vehicle remaining in a driveway continuously for a period of 15 days is considered a stored vehicle and is prohibited.
- 8.06 Garage sales are permitted but must be limited to no more than three (3) days in duration. Signs are allowed the day before the sale through the end of the sale.

**SECTION 9: TRASH AND RECYCLING**

- 9.01 Litter, rubbish, or debris must not be deposited or left on the Property.
- 9.02 Trash and recycling receptacles may not be stored outside a Dwelling except after 5:00 p.m. on the afternoon prior to the day of pick-up. Trash and recycling receptacles are to be returned to the Dwelling's garage by 7:00 a.m. the day following pick-up.
- 9.03 Outside storage of trash and recycling containers is only allowed in an enclosure constructed for that sole purpose, and with ARC approval. The enclosure must be constructed adjacent to the garage and constructed primarily of maintenance free materials in a color that compliments the Dwelling. A maximum height of 6', width of 4', and length of 10' is allowed. A gate may be placed at the front or back of the enclosure. A concrete slab or footings are not required.

**SECTION 10: SIDING, ROOFING AND WINDOWS**

- 10.01 All exterior modifications to the home and roof require ARC approval. The material composition of the outside walls including but not limited to, all types of siding, stucco, and brick must be of a quality grade.
- 10.02 Exterior color changes require ARC approval, including, but not limited to, siding, entry doors, garage doors and trim.
- 10.03 All roofing, including subsequent replacement roofing, require ARC approval and must consist of upgraded asphalt architectural composition shingles. In the event of storm damage, ARC approval is required before commencement of roof replacement, and repairs must comply with the Declaration of Covenants and Rules and Regulations.
- 10.04 Changing the style of windows on the streetscape side of the home, or any new construction involving windows (new enclosed patio, three or four-season addition, etc.) requires ARC approval. Replacing existing windows with the same style and color does not require ARC approval.
- 10.05 Air conditioners may not be installed in windows viewable from the streetscape. Replacing a central air conditioning unit does not require approval unless the location or size of the unit is being changed.

## **SECTION 11: STORAGE BUILDINGS & PLAYHOUSES**

- 11.01 Free standing sheds or other types of storage buildings are strictly prohibited.
- 11.02 Attached structures for storage purposes are permitted with ARC approval. Any structure on a Lot must be of the same color and constructed of the same exterior materials as the Dwelling, including the siding and roofing. (Per Article II, Section 2.c of the Declaration)
- 11.03 Playhouses are permitted with ARC approval. A playhouse is just that, and not a storage building, and its general appearance will not be that of a storage building. General guidelines for constructing a playhouse include, but are not limited to:
1. Playhouse must conform to the image of the community.
  2. Maximum size of playhouse is 12' x 12' including porch.
  3. Maximum size of door is 36"; one swinging door only.
  4. Under-window planter boxes are encouraged, but not required for approval.
  5. A minimum setback of five feet from neighboring lot line.
  6. Three operational windows of standard size.
  7. Windows and roof to reasonably match applicant's house (8/12 is recommended, 6/12 is minimum roof pitch).
  8. Shingles and siding to reasonably match color and style of applicant's house (horizontal siding only, architectural grade shingles).

## **SECTION 12: DECKS, PATIOS AND FENCES**

- 12.01 All decks and patios must comply with City regulations and guidelines, and also require an ARC application. It is the responsibility of the homeowner to acquire proper permits from the City or governing authorities. However, the ARC application may be denied if deck or patio materials distract from the image of our community at large. Bright, unnatural colors or unusual building components may fail ARC approval strictly on appearance to our community. A deck or patio should naturally compliment the house. Natural earth tone or complimentary colors are recommended.

All decks (including cedar and treated lumber) must be stained and finished. Periodic maintenance – painting, staining and finishing is required. Decks that fall into disrepair will be subject to remediation.

- 12.02 The following information and documentation is required to accompany an ARC application to build a deck:
- a. A copy of the original lot survey, which can be obtained from the city, with the placement of the proposed deck drawn on the survey as close to scale as possible, including the dimensions of the deck.
  - b. Material type (wood or composite) and color of the finished deck

- c. Dimensions of the deck and materials. Note: ALL DECK POSTS must be 6 x 6 inches in size and finished to match the deck.
  - d. An example picture of the finished deck (optional)
- 12.03 Underdeck enclosures are allowed with ARC approval. The material and color choice must complement the existing deck and exterior of the Dwelling, and require finished surfaces. Raw or weathered wood will not be allowed.
- 12.04 The following information and documentation is required to accompany an ARC application to install a patio:
- a. A copy of the original lot survey or an alternative public map, with the placement of the proposed patio drawn on the map as close to scale as possible, including the dimensions.
  - b. Material color and type
  - c. Dimensions of the patio
  - d. An example picture of the finished patio (optional)
- 12.05 Fences constructed of black vinyl coated chain link, black wrought iron, or black aluminum are the only allowed fence styles, and color, and require ARC approval. Slotted or privacy fences are not allowed. The maximum allowed height for a fence is four-feet (4'), with the exception of five-feet (5') height allowed for a fence to be installed surrounding an in-ground pool. Fences may extend as far up as the center plane of a house, or off the back corners of the house.
- 12.06 The following information and documentation is required to accompany a completed ARC application to install a fence:
- a. A copy of the original lot survey, with the placement of the proposed fence drawn on the survey, including the location and width of any gates.
  - b. Material type, color and height.
- 12.07 Dog kennels are allowed with written ARC approval and constructed using vinyl coated black chain link fence, not taller than six-feet (6'). The complete dog run may be no larger than 6'x15' and be located immediately adjacent to the homeowners building. Dog runs must be placed in locations which minimize impact on neighboring structures.
- a. Perimeter landscaping is also required to screen the dog run. Plant materials must be placed three-feet (3') on center along the perimeter of the dog run and must at maturity, grow to a minimum height of four-feet (4').
- 12.08 A doghouse may be constructed from a similar material as the home itself, and in such a manner as to give the appearance that it is an extension of the home itself. It may be placed along the side or back of a home, as long as the side is not streetscape facing.

### **SECTION 13: IN-GROUND SWIMMING POOLS, HOT TUBS, AND TEMPORARY POOLS**

13.01 Permanent in-ground swimming pools are allowed with ARC approval. The application must include the following information to be considered for approval:

1. Proof that a City permit has been acquired.
2. Installation of lot or pool perimeter fence (up to 5' height allowed), or proof of existing perimeter fence.
3. Lot survey with location of pool, fence and any other additions noted, including measurements.

Please note: A perimeter fence is mandatory, even if an automatic pool cover is installed.

13.02 Hot tubs are allowed in the backyard of a home only. They must be kept within 10' from the home and landscaped around to minimize their appearance. Covers are required and must be adequately secured when the hot tub is not in use.

13.03 Temporary pools are allowed between May 1<sup>st</sup> through September 15<sup>th</sup>, with ARC approval. The maximum allowed size is 16' diameter and 4' height and may be any shape. The color must be neutral, and complimentary to the surroundings. Placement of the pool must be in an area of the yard where it is least obtrusive to the community.

### **SECTION 14: SATELLITE DISHES AND ANTENNAS**

14.01 Satellite dishes less than 30 inches in diameter are allowed on every Lot; provided the placement of the dish does not detract from the overall appearance of the façade of the home. All satellite dishes should be mounted in a position that is not visible from the street when possible, preferably on the back side of the home on the roof. The Board of Directors reserves the right to have satellite dishes repositioned for any non-approved placement so long as the movement of the satellite dish does not hinder the ability of the homeowner to acquire the services being provided. (Per Article II, Section 7 of the Declaration of Covenants)

14.02 Any other exterior antenna, aerial, tower, wire, line, cable, dish or other device for transmitting or receiving radio, television, microwave, laser or other electromagnetic signals shall not be located on any Lot without the written permission of the Architectural Control Committee. The Architectural Control Committee shall deny permission if it determines, in its sole discretion, that the Antenna would be offensive to the sight (taking into account the visibility of the Antenna during all seasons of the year) from other Lots within the Community located nearby. Any structure intended to shield an exterior Antenna from sight shall also be subject to review and prior approval by the Architectural Control Committee.



## **SECTION 15: SALE AND LEASE OF DWELLINGS**

- 15.01 To establish their membership privileges and voting rights in the Association, buyers must provide the Management Company with a copy of the document evidencing transfer of ownership rights.
- 15.02 One sign advertising the availability of the Dwelling for sale or lease will be permitted. Signs used to advertise an "Open House", may only be placed on the Common Elements for the period of time that the "Open House" is being conducted. Additional signs on Common Elements are not permitted to advertise the sale of a Dwelling.
- 15.03 Owners are required to provide a signed and executed copy of Lease Agreement to the Management Company. Any lease between an Owner and tenant:
1. Must be in writing
  2. Must provide that the terms of the lease are subject in all respects to the provisions of the Governing Documents
  3. Must provide that failure by the tenant to comply with the terms of such documents shall be a default under the lease; and
  4. Permit the Association to terminate the lease in the event of a violation by a tenant of a provision of any of the Governing Documents.
- (Per Article II, Section 11 of the Declaration of Covenants)
- 15.04 Fines (per the current enforcement and fine policy) will be assessed for each violation related to any Tenant or Dwelling Owner. It shall be the Owner's responsibility, and not the Association's, to prevent or address all Tenant related issues or disturbances. Owners are liable for the conduct of their Tenant(s) at all times.
- 15.05 Each Owner is required to provide the Management Company with the following information concerning the Occupants of their Dwelling, whether Owner occupied or leased to others:
1. Names of Tenants
  2. Telephone numbers and email addresses for Dwelling Occupants.
- In addition to the above, absentee Owners must also provide:
1. Owner's mailing address
  2. Telephone numbers and email addresses
  3. Lease start and expiration date
- 15.06 Dwelling Owner is responsible for the actions of their Tenant(s) and their guests. This includes the payment of any fines assessed, as well as any costs incurred by the Association to repair any damage to the Common Elements.

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## SOLAR ENERGY SYSTEM GUIDELINES

Hunters Crest Homeowners Association, Inc is dedicated to identifying ways to provide internal and external cost savings, while providing a sustainable benefit to our economy, ecology and community. In order to ensure that property owners have the freedom to employ alternative energy solutions, to promote the use of solar energy for heating and cooling, and to ensure uniform installation and design of solar energy systems, the Board adopts these Solar Energy System Guidelines (the “Guidelines”).

1. Homeowners desiring to install a solar energy system on their property must submit and provide plans to the Architectural Control Committee (“ARC”) for approval at least fourteen (14) days before the installation is commenced. All plans must be preapproved by ARC prior to installation. Applications submitted to the ARC should include the following:
  - a. A diagram “drawn to scale” by the licensed contractor installing the system showing where the system will be installed;
  - b. Photos of the roof where the array will be mounted;
  - c. Material to be used and/or manufacturer’s description of the system, photos and/or pictures of the system, with the only color allowance being black framing and black panels; and
  - d. Where possible, provide photos of similar existing systems as examples;
  - e. Documentation of a completed roof inspection, which includes the life of the roof. Minimum 10-year economic life of roof required.
2. Subject to approval by ARC, solar panels may be placed on the roof of a dwelling. ARC prefers solar panels to be installed on a rear-facing, roof-mounted array. Flush-mounted solar panels (i.e. – the plane of the array is parallel to the roof) on a roof facing a street will be allowed if documentation is provided from the solar contractor indication this is the only feasible location for a solar array. If panels are installed on a side or rear roof, the array may be tilted or raised if a variance is granted, up to 6 inches. Ground-mounted solar energy systems are not allowed.
3. Solar connectors shall be located in such a way as not to obstruct windows of adjacent homes.
4. The highest point of a solar panel array will be lower than the ridge of the roof where it is attached.
5. Piping and electrical connections will be located directly under and/or within the perimeter of the panels, when possible, and placed as inconspicuously as possible when viewed from all angles.
6. All components of the solar system should be integrated into the design of the home. The color of the solar system components should generally conform to the color of the roof shingles to the extent practical. Solar “shingles” that mimic the look of a composite shingle are acceptable but should match the color of the current roof shingles as much as is practical.
7. The installation of all solar heating and cooling systems shall only be done by a licensed installer.

## RODENT REMOVAL REIMBURSEMENT POLICY

The Hunters Crest Homeowners Association will supplement the cost of the removal of rodents by licensed contractors on homeowner-owned lands if rodents are posing risk to or damaging association property. This policy protects the assets of the association and homeowners, thus benefiting all.

To be considered for reimbursement homeowners must submit the following:

1. License of contractor specializing in rodent removal
2. Proof of liability insurance held by contractor
3. Receipt showing payment to contractor for rodent removal
4. Proof of animal removal (pictures) may be requested on a case-by-case basis

Approval for reimbursement will be addressed promptly but may take up to 2 weeks for approval *plus* administrative time.

Rodents eligible for reimbursement currently are:

- Beavers up to \$150 with correctly submitted paperwork
- Muskrats up to \$45 with correctly submitted paperwork

***All additional expenses and all liabilities are the responsibility of the homeowner.***

Reimbursements may be adjusted annually to account for changes in the market and variety of rodents. Upon board approval, interim adjustments may be approved for extreme market changes or special circumstances.

## **ARCHITECTURAL REVIEW POLICY**

Those parts of the Dwelling that are visible from the exterior are to be kept architecturally attractive and uniform in appearance. Accordingly, no modifications, improvements, repairs or replacement of any type, whether temporary or permanent, structural, aesthetic, or otherwise (e.g. alterations) including but not limited to, any structure, building, addition, deck, patio, fence, wall, enclosure, window, exterior door, satellite dish, or any other type of sending or receiving apparatus, color change, shrubbery or trees, material topographical or landscaping change, or any other improvements to or alterations of any Dwelling, which affects the Common Elements or other Dwellings or which is visible from the exterior of the Dwelling, cannot be commenced, erected, or maintained in any part of the Common Elements or in any Dwelling without the approval of the Board or a committee appointed by the Board.

The alteration includes, but is not limited to dwelling exterior doors, light fixtures, gutters, windows, garage doors, fireplaces, furnaces with exterior exhaust and intake piping, central air conditioning, landscape lights, patios, decks, landscaping features, and satellite dishes.

An Architectural Improvement Application and Review Form may be obtained from the Management Company. The Board or its designated committee has sixty (60) days from the date that the application is received to approve or disapprove the project. After which, the approval shall be deemed to have been granted, provided that the alteration is completed in accordance with the application. Work may not begin until written approval has been received (or the sixty days has elapsed) and all work must be completed within thirty (30) days from the commencement of work or the delivery of supplies, whichever is earliest, unless the Board grants a longer time frame to complete the work.

## COLLECTIONS RESOLUTION

**WHEREAS**, the Board of Directors (“Board”) of Hunters Crest Homeowners Association, Inc. (the “Association”) is charged with the responsibility of collecting assessments for common expenses from Association members pursuant to the Association’s governing documents and/or Minnesota law; and

**WHEREAS**, the Board deems it to be in the best interest of the Association to adopt a uniform and systematic procedure for dealing with delinquent accounts in a timely manner, and further believes it to be in the best interests of the Association to refer these accounts promptly for collection so as to minimize the Association’s loss of assessment revenue; and

**WHEREAS**, the Board has retained Compass Management Group, Inc. (the “Managing Agent”) to provide property management services, which includes handling the Association’s financial transactions; and

**WHEREAS**, the Board has directed the Managing Agent to employ the process set forth herein relating to delinquent assessments.

**NOW, THEREFORE, BE IT RESOLVED** that the Managing Agent shall employ the following general process when dealing with delinquent accounts:

**Step 1:** For accounts that become more than thirty (30) days past due, the Managing Agent shall send the delinquent owner a notice notifying the owner that the account is past due and request payment. A fee of \$20 will be assessed against all Owners accounts which receive a delinquent account notice.

**Step 2:** If there is no acceptable response to the notice referenced in Step 1 above, the Managing Agent shall send the owner a second notice giving the owner ten (10) days to pay the account in full, and notifying the owner that failure to bring the account current will result in the account being referred to an attorney for collection.

**Step 3:** If an acceptable response to the letter referenced in Step 2 above is not received, the Managing Agent shall refer the delinquent account to an attorney for collection action. The attorney shall then send the delinquent owner a 30-day demand letter as required by federal law.

**Step 4:** If the owner fails to respond to the letter from the attorney as referenced in Step 3 above, title work will then be ordered for the dwelling and the Managing Agent, in consultation with the attorney, shall determine what additional process may be necessary to seek collection of the delinquent assessments, including but not limited to filing a lien against a delinquent owner’s dwelling, pursuing a judgment against the delinquent owner, or foreclosing upon the Association’s assessment lien.

**BE IT FURTHER RESOLVED** that management collection fees may be charged to the delinquent owner, and levied against the dwelling for collection action undertaken pursuant to this policy. The Managing Agent is authorized to waive such collection fees, if it determines that making such an offer would be the most efficient way to collect owner’s account; and

**BE IT FURTHER RESOLVED** that payment of each owner's annual assessment must be received and posted to the owner's account April 1 (or by an alternative due date set by the Board). If payment of the annual assessment is not received and posted within thirty (30) days of this due date, then a \$50.00 late fee will be assessed to the owner's account with the Association; and

**BE IT FURTHER RESOLVED** if allowed by the Association's governing documents, the membership rights, other than voting rights, of any member whose account is thirty (30) days delinquent may be suspended at any time at the discretion of the Board during the period that any installment, charge or assessment remains unpaid; and

**BE IT FURTHER RESOLVED** that the Managing Agent is authorized to take any action that it reasonably believes is necessary to secure the interest of the Association and the collection of delinquent accounts, including negotiating and approving payment plans that will bring the delinquent account current within a six month period and authorizing an attorney to file a Proof of Claim on the Association's behalf in order for the Association to receive any payments pursuant to a Chapter 13 Bankruptcy Plan; and

**BE IT FURTHER RESOLVED** that the Managing Agent, acting on behalf of the Association, shall provide notice to all members of the Association of the foregoing policies and procedures by mailing a copy of these resolutions to such members at the address last shown of record with the Association; and

**BE IT FURTHER RESOLVED** that this Resolution is not intended to limit any authority or recourse that the Association has regarding the collection of delinquent accounts pursuant to the Association's governing documents and Minnesota law; and

**BE IT FURTHER RESOLVED** that the foregoing policies and procedures shall go into effect on March 1, 2023.

**IN WITNESS WHEREOF**, this Resolution was adopted by the Board of Directors on the 17<sup>th</sup> day of January, 2023.