

# RULES & REGULATIONS

Eagles Landing Association  
Hugo, MN

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## INTRODUCTION

The Board of Directors of Eagles Landing Association, Inc. ("Association") is charged under Section 5 of the Declaration with the power to "adopt, amend and revoke Rules and Regulations not inconsistent with the Governing Documents." The April 10, 2023, revision of the Rules and Regulations were approved by the Board of Directors by written action on April 10, 2023.

Every Unit Owner and Occupant is responsible for full compliance with the Rules and Regulations of the Association by all Unit occupants, guests, and visitors. The Board of Directors is charged with their enforcement.

1. Condominium associations in Minnesota are controlled by the Governing Documents. The Rules and Regulations contained in the following pages are in addition to those stated in the Declaration and Bylaws of Eagles Landing Association. References to other Governing Documents in these Rules and Regulations are merely for convenience and reference and are not intended to be legal interpretations.
2. 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.
3. Rules and Regulations may be amended from time to time by the Board of Directors provided that all such Rules and Regulations shall not be effective until at least ten (10) days after notice to the Owners and Occupants. Posting of amendments on the Association's designated website shall be deemed adequate written notice to each Owner, unless an Owner or Occupant has previously requested that notice of amendments be provided to him/her via email.

## PURPOSE

When a group of people share property, rules must be defined. These rules and their enforcement are essential to preserve property values in the community. In addition, they are intended to promote the health, safety, and maximum enjoyment of the property by all Occupants.

Reasonable rules will help make the sharing of property convenient 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. Without proper enforcement, they would be meaningless.

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

## DEFINITIONS

ASSOCIATION	Means Eagles Landing Association, a nonprofit corporation created pursuant to Minnesota Statutes Chapter 317A and Section 515B.3-101 of MCIOA, whose members consist of all Owners.
BOARD	Means the Board of Directors of the Association, as provided for in the Bylaws.
COMMON ELEMENTS	Means all parts of the Property including all improvements thereto, except the Units.
GOVERNING DOCUMENTS	Means this Declaration, and the Articles of Incorporation and Bylaws of the Association, as amended from time to time, all of which shall govern the use and operation of the Property.
LIMITED COMMON ELEMENTS	Means a portion of the Common Elements allocated by this Declaration, the Plat or by operation of Section 515B.2-109(c) or (d) of MCIOA for the exclusive use of one or more, but fewer than all, of the Units.
MANAGEMENT AGENT	Means an individual or management company retained by the Board to manage day-to-day operations of the Association and to represent the Board. The Board may delegate any of its powers to the Management Agent, subject to the Governing Documents. Unless otherwise noted, actions and the authority of the Board and Management Agent are interchangeable.
MEMBER	Means all Persons who are members of the Association by reason of being Owners as defined in this Declaration. The words "Owner" and "Member" may be used interchangeably in the Governing Documents.

OCCUPANT	Means any Person or Persons in possession of or otherwise occupying all or a portion of a Unit, including Occupants.
OWNER	Means a Person who owns a Unit, but excluding a contract for deed vendor, Mortgagee, the holder of remainder or reversionary interest and other secured party within the meaning of MCIOA. The term "Owner" includes, without limitation, a contract for deed vendee and a holder of a life estate.
PARKING AREAS	Means the surface parking areas located on the Common Elements.
PERSON	Means a natural individual, corporation, limited liability company, partnership, limited liability partnership, trustee, or other legal entity capable of holding title to real property.
PROPERTY	Means all of the real property subjected to this Declaration, now or in the future, including the Property and all other structures and any other improvement located thereon. The underlying legal description of the Property is set forth in Exhibit B of the Declaration.
UNIT	Means a part of the Property, other than the Common Elements, described in Section 2 of the Declaration and identified as Unit on the Plat, including all improvements thereto.

1. ENFORCEMENT

REPORTING VIOLATIONS

Unit Owners and Occupants are encouraged to resolve individual differences with their neighbors before seeking recourse through the Rules and Regulations channel. An Owner or Occupant may deliver to a member of the Board or the Management Agent a written and signed complaint stating which rule is being violated, by whom and when (date and time). The complainant will be notified of the final action taken in each case. Generally, complaints will be maintained confidential by the Board and will not be disclosed to the other party.

PENALTIES FOR VIOLATIONS

Except where other penalties are stated for violation of a specific rule, the penalties for violations of the Rules and Regulations of Eagles Landing Association will be administered as follows for violations that pose no immediate hazard to the Eagles Landing 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.***

FIRST OFFENSE	Warning to the violator by way of letter and/or personal contacts.
SECOND OFFENSE	\$100.00 fine for violating same rule within twelve (12) months of the previous violation, OR NON-COMPLIANCE WITHIN SEVEN (7) DAYS OF LETTER AND/OR PERSONAL CONTACT WARNING.
THIRD OFFENSE	\$200.00 fine for violating same rule, within twelve (12) months of the previous violation.
FOURTH OR MORE OFFENSE	\$300.00 fine for violating same rule, within twelve (12) months of the previous violation.
ALL FINES ARE DUE AND PAYABLE	With the following month's Association assessment. Any fines not paid when due are subject to the same policy as set forth on page 14.

## CONTINUING NON-COMPLIANCE

In the case of continuing non-compliance beyond the date a fine was assessed, a fine of \$10.00 will be assessed for each day of non-compliance in addition to the penalties stated in paragraphs 1, 2, 3 and 4 above. "Continuing non-compliance," as opposed to "offense," refers to those instances when a Unit Owner or Occupant has created a condition which is in violation of the Rules and Regulations. An example would be failure to provide required insurance or Occupant lease information.

## APPEAL PROCEDURE

The Board provides for an appeal process as described below to ensure the opportunity for due process and a fair hearing. [Declaration Paragraph 13.3]

1. The alleged violator delivers a written request to the Board requesting a hearing within the ten (10) day grace period provided in the violation notice.
2. A hearing will be conducted by the Board within thirty (30) days after the written request is received. (NOTE: Time limitations may be extended or reduced upon mutual agreement between the alleged violator and the Board. If the violation has created an emergency, a shorter notice period may be utilized.)
3. Proposed sanctions will be delayed until after the hearing and final decision by the Board.
4. Within ten (10) days after the hearing, the Board will communicate in writing the decision to all parties involved. Remedies will be effective immediately.

HEARING - The following procedures will govern the conduct of hearings.

1. Any Board member who has direct involvement in the matter shall excuse him/herself from the hearing process.
2. The alleged violator must be informed of the date, time, and place of the hearing with at least ten (10) days' notice. (NOTE: Time limitations may be extended or reduced upon mutual agreement between the alleged violator and the Board. If the violation has created an emergency, a shorter notice period may also be utilized.)
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; the alleged violator; and any other persons who have evidence or testimony to offer. Any of the parties may elect to be represented by legal counsel.
  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 and/or legal representative will deliberate in private. The complainant and alleged violator will be sent written notification of the Board's decision within ten (10) working days.
  7. The decision of the Board shall be final and binding on all parties.
- 1.01 APPEALS: The Board of Directors will exercise discretion and will make every effort to consider appeals from responsible Owners regarding fees and fines and may reduce fines and/or fees under special circumstances. Fines and additional fees that the Owner wishes to appeal may be done so only if a reasonable explanation is presented to the Board in writing or in person at any Board meeting. The Board will discuss and vote regarding the appeal. In the event that a decision is required prior to a Board meeting, the President of the Board may make this decision after consulting with the Management Agent and any available Board members. Contact the Management Agent to confirm the day and time of the meeting.



2. UNITS - GENERAL RULES ON ACCESS AND USE

- 2.01 Each Unit Owner must provide the Management Agent with a copy of their /her Unit door key. Failure to provide a copy of the Unit key will be subject to a Continuing Non-Compliance fine. In addition, any Unit Owner who fails to provide a key to the Management Agent will be held responsible for all costs of repairing damages which result from a forced entry necessitated by a perceived emergency (e.g., medical, fire, plumbing) situation. Determination of what constitutes a perceived emergency will be at the sole discretion of the Board.
- 2.02 After proper notification to the Unit Owner or Occupant, the Board, Management Agent, or its designees shall have the right to enter any Unit during reasonable hours as may be necessary for the operation of the Condominium. (Proper notification would be phone contact ahead of time or written notice with sufficient time allowed - at least 24 hours). The Board or its designees shall have the right to immediately enter any Unit at any time in the event of an emergency. [Declaration Paragraph 7.11]
- 2.03 Every Owner shall comply with all laws, ordinances and regulations of all government bodies having jurisdiction thereof and shall save the Association and other Owners harmless from all fines, penalties, costs, and prosecution arising from any violation thereof by the Unit Owner, Unit Occupant, guests, or visitors.
- 2.04 Each Owner is responsible for payment of losses and damages to the Common Elements caused by the Unit's Occupant, guests, or visitors.
- 2.05 No Unit Owner shall permit any use of the Unit, Limited Common Elements or Common Elements which could increase the rate of insurance on, or result in the cancellation of, insurance on the Property or contents thereof.
- 2.06 All Owners and Occupant are responsible for observing any posted rules which may be in addition to those contained in these Rules and Regulations.
- 2.07 If any Occupant notices a Common Element broken or in need of repair, it should be reported as soon as possible to a Board member or the Management Agent.
- 2.08 No unlawful, noxious, or offensive activities shall be carried on in any Unit, or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance, or which shall in the judgment of the Board of Directors, cause unreasonable noise or disturbance to others.

- 2.09 No Occupant or guest may threaten, intimidate, or behave in an abusive manner toward another Occupant, guest, member of the Board of Directors or Management Agent on the Condominium Property.
- 2.10 If a Unit has been cited by a governmental agency (such as the City, Fire Marshal, or Heath Officer) for an unsafe condition existing within the Unit, the Association will assess a fine of \$100 for each day that the violation continues unabated.
- 2.11 No signs or other emblems or placards shall be placed on or about the Common or Limited Common Elements, including Unit windows, except as authorized by the Board.
- 2.12 Each Unit Owner is responsible for maintaining their /her plumbing fixtures, so as to not cause waste of common utilities paid as a common expense. The Association reserves the right to make periodic inspections to monitor compliance.
- 2.13 The unit shall be used for non-residential purposes only. Business, retail, service, office, parking, and related purposes will be permitted as outlined in Paragraph 2.1 of the Declaration.
- 2.14 It is the responsibility of the Occupant to be present to meet the delivery truck for delivery of appliances, furniture, or other similar large items.
- 2.15 Occupants in building B shall specify on delivery instructions that packages are to be delivered to their Unit. Occupant shall promptly pick up packages left in Common Elements upon delivery. Any delivery from a food-related service (e.g., Blue Apron) shall be picked up within twenty-four (24) hours. Any damage caused by a package shall be the responsibility of the owner of the package. Occupants in buildings A and C shall specify on delivery instructions that packages are to be delivered to the management office.

3. NOISE

3.01 Noise shall always be kept to a reasonable level so as not to disturb another Occupant.

3.02 Musical instruments, radios, televisions, and stereos cannot be played at a level to disturb Occupant in your neighboring area.

4. PETS

- 4.01 All pets must be maintained in accordance with all local government ordinances as to licensing, vaccination, restraints, and handling of pet waste.
- 4.02 Pets shall be allowed on the Premises with the following restrictions: Only dogs allowed.
- 4.03 The owner of any pet shall indemnify the Association and hold it harmless against and from any loss or liability of any kind whatsoever arising from having any pet on the Property.
- 4.04 No pet shall be allowed out of its owner's Unit unless carried by its owner or on a leash not to exceed six (6) feet in length. Unattended pets are not permitted outside of a Unit, tethered or un-tethered. Unattended pet tethers and leashes are not allowed.
- 4.05 Pet owners walking their pets must have in their possession plastic bags or a clean-up apparatus. Pet owners are responsible for the immediate cleanup and disposal of feces. The Property entrances reflect upon Eagles Landing. Pet owners must make every attempt to restrain their pet from urinating immediately outside Property doors.
- 4.06 Pets must not be allowed to urinate on shrubs. No pet shall be permitted to bark, howl, yowl or make other loud noises or create disturbances for such a time as disturb the peaceful and quiet enjoyment of Occupants Units or the Common Elements.
- 4.07 Any damage to any part of the Common Elements caused by a pet shall be the full responsibility of the Unit Owner to make restitution. This includes lawn damage, which if not repaired in a timely manner, will be repaired by the Association at the expense of the responsible Unit Owner.
- 4.08 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 (2) written warnings within the preceding twelve (12) months, is found again to be in violation of any of the pet rules or government ordinances.

5. SERVICE ANIMAL POLICY

- 5.01 Disabled people may need service animals to help them perform daily activities. Service animals help disabled persons cope with blindness, hearing loss, breathing difficulties, epilepsy, and other less recognizable, physical, and mental disabilities. The Minnesota Human Rights Act helps ensure individuals with service animals and/or emotional support animals can live with dignity, free from discrimination in housing, employment, and public places. The Association adopted this Service Animal Policy to allow the equal opportunity to enjoy the Property to all of its Occupants, including those who may have a disability.
- 5.02 Under the Service Animal Policy, the Association will waive some of the prohibitions that apply to pets in the Property. However, recognizing the rights of other Occupants to the peaceful and quiet enjoyment of their Units, a disabled persons keeping a service animal on the Property must maintain control of their service animal. A service animal must not pose a health or safety hazard.
- 5.03 Service animals are allowed in Common Elements only to accompany their disabled Occupant or a guest of the Occupant.
- 5.04 If it is not obvious the service animal in question is not a service animal, Members can ask two questions:
1. Is the animal required because of a disability?
  2. What task has the animal been trained to perform?

Members can never:

3. Ask for details about the person's disability.
4. Demand any paperwork.
5. Ask for a demonstration of the task(s) the animal is trained to perform.

While it is unlawful for any person to misrepresent an animal as a service animal in order to gain special rights or privileges at a public place, businesses should ensure that stereotypes and assumptions do not result in discrimination against individuals with disability who have a legal right to access.

6. SAFETY / SECURITY – Charges for key and fob door openers
- 6.01 All security doors and gates to the Property must remain closed and locked at all times, except when entering or leaving. This also applies when moving in or out. If any security door or gate seems to be malfunctioning in any way, notify the Management Agent or a Board member immediately. Security doors must not be propped open for any reason.
- 6.02 No Occupant may store any materials that are considered a fire hazard in their Unit, Garage, Warehouse or in their Motor Vehicle parked on the Property. Said combustible material is that material designated as such by the Hugo Fire Department, or Minnesota Fire Code.
- 6.03 Additional or replacement Property fobs and Unit keys may be purchased from the Management Agent:
- Fobs – \$50.00
  - Key – \$25.00

7. HOLIDAY DECORATIONS

- 7.01 A Holiday item may be attached to the Unit entrance door(s). The holiday item must be of an artificial fire-retardant material only, with a depth not more than five (5) inches.
- 7.02 Flashing holiday lights are not allowed. Holiday lights are not permitted outside Units or in Common Elements.
- 7.03 Trees or wreaths must be wrapped in plastic or in a sheet when being brought into the Property. The Occupant transporting the tree or wreath is responsible to clean up any debris that falls in the Common Elements of the Property.
- 7.04 Christmas trees are considered a large item and must not be disposed of in any waste containers. In the event you need to dispose of such items, prior arrangements must be made with ACE Solid Waste, Inc before they are left out for pickup. Items not picked up must be returned to your unit until other arrangements have been made. Any fee for disposing of the Christmas tree shall be paid by the Unit Owner.

8. **INSURANCE**

8.01 The Association's insurance includes all Common Elements, as well as the Units as originally constructed, and Board of Director coverage. The cost of this insurance is included in the Unit Owner's Association fees.

1. Each Unit Owner must obtain their /her own property insurance and commercial general liability insurance of at least \$2,000,000 or in such greater amounts as the Association may from time to time reasonably require. Each Unit Owner must provide the Association with a certificate of insurance providing evidence of the required insurance. [Declaration 10.4]
2. Each Owner shall hold harmless, indemnify and defend Declarant, other Owners and the Association, and their respective officers, directors and employees, from and against all claims, actions, damages and other liabilities, including attorneys' fees, other professional fees and costs, arising out of incidents occurring within such Owner's Unit or arising out of the conduct of the Owner or Occupants of the Unit or their employees, agents, contractors and invitees, unless caused by the intentional or negligent act or omission of the party to be indemnified. [Declaration 10.4.3]



9. **COMMON ELEMENTS AND LIMITED COMMON ELEMENTS**

- 9.01 No personal or recreational items, of any kind, are to be left in the Common Elements. This includes door mats and shoes, as per Hugo Fire Code.
- 9.02 There shall be no storage of personal property in any Common Element except in special cases pre-approved by the Board. However, bicycles and motorcycles may be stored within the boundaries of the Occupant's Unit.
- 9.03 Electric cords shall not be strung across Common Elements without special justification and pre-approval by the Board. Electric cords across pedestrian or vehicle traffic ways must not be left unattended.
- 9.04 A Unit entrance decoration may be attached to the door. The decoration must be fire-retardant, have a maximum size of 180 square inches and a depth not to exceed five (5) inches.
- 9.05 Unit doors must not be propped open to allow odors or heat to escape into the Common Elements. (The fire alarm can be set off.)
- 9.06 No unauthorized person shall tamper with lighting, ventilation, heating, air conditioning or windows in the Common Elements. Any repair for damage to Eagles Landing Association Common Elements (inside or outside), caused by a Unit Owner, Occupant or guest, is the sole responsibility of that Unit Owner and the repair of those damages must be approved by the Board.
- 9.07 No structure or tent shall be placed, erected, kept, or maintained on "outdoor" Common Elements or Limited Common Elements without prior written approval from the Board of Directors.
- 9.08 When an Owner is remodeling, repairing, or re-carpeting their Unit, the mess caused by these changes is to be cleaned up in the Common Elements, on a daily basis, by the Unit Owner. This includes the parking areas, sidewalks, and halls.
- 9.09 The outdoor water spigots are not to be used without prior written approval from the Board of Directors.

10. GARBAGE, TRASH, AND RECYCLING

10.01 General Information.

1. The Eagles Landing disposal contract is with ACE Solid Waste, Inc located at 6601 McKinley Street NW, Ramsey, MN, 55303. ACE Solid Waste, Inc can be contacted by phone at 763-427-3110 or via email at [service@acesolidwaste.com](mailto:service@acesolidwaste.com).
2. Trash pickup is every other week on Wednesday and Recycling pickup is every other week on Monday. Only holidays observed on a Monday through Friday delay collection by one day. Holidays that fall on Saturday and Sunday do not cause service delays.
3. Scheduled trash and recycling pickup days and times may vary. For questions regarding the current schedule, contact ACE Solid Waste, Inc by phone at 763-427-3110 or via email at [service@acesolidwaste.com](mailto:service@acesolidwaste.com).
4. Collection bins are located in a gated area between units C200 and B330.

10.02 Rules and Regulations.

1. Under no circumstance should trash, recycling, or any other waste be stored in any Common Elements other than the designated collection site.
2. The waste collection site must always be kept clean.
3. Trash and recycling must be placed inside the designated collection bins and the collection bin lids must be kept closed.
4. Always place acceptable recycling loose in the container or in brown paper bags. The recycle container may not be collected and/or additional fees will apply if in plastic bags or there are unacceptable items in the container.

10.02.4.1 Acceptable Items: Cardboard, cardstock, computer printouts, envelopes, file folders, newspaper, office paper, writing paper tablets.

10.02.4.2 Unacceptable Items: Waxed cardboard, dirty and wet cardboard, scrap metal, bathroom wastepaper, carbon paper, Styrofoam and packing peanuts, photographs and transparencies, books, shredded paper, plastic bags, and electronics.

5. Appliances and Large Items.

10.02.5.1 Do not leave appliances, electronics, fluorescent bulbs, hazardous waste, tires, pallets, or other large items in the parking lot or other common areas. Such items are NOT to be disposed of in the collection bins.

10.02.5.2 In the event you need to dispose of such items, prior arrangements must be made with ACE Solid Waste, Inc before they are left out for pickup. Items not picked up must be returned to your unit until other arrangements have been made.

10.02.5.3 Major appliances are described as clothes washers and dryers, dishwashers, hot water heaters, heat pumps, furnaces, garbage disposals, trash compactors, conventional and microwave ovens, ranges and stoves, air conditioners, dehumidifiers, refrigerators, and freezers.

6. Hazardous wastes is materials that your business will discard, or that you cannot use any more for their intended purpose, and that present risks to public health or the environment if improperly managed.

10.02.6.1 ACE Solid Waste, Inc cannot accept liquid or hazardous waste with the regular trash and recycling service.

10.02.6.2 If you have hazardous waste, electronics, or recyclables that you need to get rid of, you can bring them to Washington County's Environmental Center located at 4039 Cottage Grove Drive, Woodbury, MN 55129. For more information visit their website at [www.co.washington.mn.us/604/Environmental-Center](http://www.co.washington.mn.us/604/Environmental-Center).

10.02.6.3 For more information on what qualifies as hazardous waste visit the Washington County's Environmental Center website at [www.co.washington.mn.us/604/Environmental-Center](http://www.co.washington.mn.us/604/Environmental-Center).

10.03 Enforcement

1. The Board of Directors shall have the authority to have any waste not in compliance with the provisions of these Resolutions removed from the Association Property. This authority may be delegated to the Manager of the Association. All cost and risk of removal and storage shall be the sole responsibility of the Occupant.

2. The Association reserves the right to exercise all other powers and remedies provided by the Association's governing documents or the laws of the state of Minnesota and Washington County.
3. In the case of all other situations not addressed herein the Board or its designated representatives shall deliver a written citation notice to the Occupant's unit not in compliance with the rules and regulations of the Association. No other form of notice is required. If the owner of the waste does not bring the waste into compliance within three (3) days of the date of the notice or contact a member of the Board, the waste will be subject to removal at the Occupant's cost.
4. Any request from an Occupant for the enforcement of this waste policy by the Association against another Occupant must be directed to the Board in writing.
5. The Association reserves the right to exercise all other powers and remedies provided by the Association's governing documents or the laws of the state of Minnesota and Washington County.
6. If the Association must enforce this policy through any form of legal action, the offending Owner shall be responsible for all expense and/or attorneys' fees incurred by the Association in enforcing the provisions of this policy.

#### 10.04 Liability.

1. The Association assumes no responsibility for and disclaims responsibility for any damages to any property as the result of improper disposal of waste in the Association's community.
2. Occupants shall be held liable for, and expenses incurred by the Association as a result of any damage done to the Common Elements by the waste storage, spillage, or as a result of negligence, whether on the part of the Occupant, its employees, agents or invitees.

11. **PARKING AREAS**

11.01 The following described vehicles shall be prohibited from parking at any time in the Association's Parking Areas except when picking up or delivering passengers or merchandise or during the performance of work or services at the location.

1. **Recreational Vehicles.** Any boat, boat trailer, private or public school or church buses, motor home, self-contained camper, trailer, pop-up camper/trailer, horse trailer, or similarly oriented vehicle.
2. **Inoperative Vehicles.** Any vehicle with a malfunction of an essential part required for the legal operation of the vehicle or which is partially or totally disassembled by the removal of tires, wheels, engine, or other essential parts required for legal operation of the vehicle.
3. **Abandoned Vehicles.** Any vehicle left unmoved in an unassigned parking space for more than twelve (12) consecutive days, unless the owner provides written notice to the Board in advance the he or she will be away and unable to move the vehicle for a period greater than twelve (12) days, it will be subject to the Association's towing policy.
4. **Other Equipment and Machinery.** Any agricultural, industrial, construction or similar machinery or equipment.

11.02 **Rules and Regulations.**

1. Parking areas shall be used only for parking vehicles no longer than full size passenger automobiles.
2. Occupant shall not permit or allow any vehicles that belong to or are controlled by Occupant or Occupant's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by the Association for such activities.
3. Users of the parking areas will obey all posted signs and park only in the areas designated for vehicle parking.
4. Unless otherwise instructed, every person using the Parking Areas is required to park and lock their own vehicle. The association will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the persons using the parking areas.

5. The major repairs or maintenance of vehicles, painting of vehicles or the drainage of automobile fluids in the parking areas or Common Elements is prohibited except for minor repairs or maintenance, such as repairing a flat tire or re-charging of a dead battery.
6. Occupant shall be responsible for seeing that all its employees, agents and invitees comply with the applicable parking rules, regulations, laws, and agreements.
7. The Association reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the property operation of the parking area.
8. Owners and Operator's Responsibilities.
  - 11.02.8.1 Occupant's vehicles shall only be parked in a garage and assigned parking spaces.
  - 11.02.8.2 Parking is prohibited on the grass of the Association. No parking shall be permitted other than on the existing paved driveway or designated spaces within Common Elements. Vehicles parked in Parking Areas shall be parked in such a manner as to not impede sidewalks or extend beyond parking spaces.
  - 11.02.8.3 Vehicles shall not be parked in fire lanes, impede the normal flow of traffic, block any sidewalk or mailbox, extend into the street, or prevent ingress and egress of any other vehicles to adjacent parking spaces or the open road.
  - 11.02.8.4 If a vehicle's security system interferes with the right of quiet enjoyment of the community for more than 60 uninterrupted minutes, the vehicle is in violation of the Association's regulations and subject to removal through towing.

#### 11.03 Enforcement

1. The Board of Directors shall have the authority to have any vehicle not in compliance with the provisions of this policy removed from the Association Property. This authority may be delegated to the Manager of the Association. All cost and risk of towing and impoundment shall be the sole responsibility of the vehicle's owner.

2. Any vehicle (i) parked in a designated fire lane, (ii) sidewalk, (iii) impeding access to sidewalk ramps or mailboxes, (iv) extending into street, (v) constituting a safety hazard, (vi) whose security system has been triggered and left unattended for more than 60 uninterrupted minutes, shall be subject to immediate removal without notification to the owner of the vehicle.
  3. The Association reserves the right to exercise all other powers and remedies provided by the Association's governing documents or the laws of the state of Minnesota and Washington County.
  4. In the case of all other situations not addressed herein the Board or its designated representatives shall post a citation notice on any vehicle not in compliance with the rules and regulations of the Association. No other form of notice is required. If the owner of the vehicle does not bring the vehicle into compliance within three (3) days of the date of the notice or contact a member of the Board, the vehicle will be subject to removal by towing.
  5. Any request from an Occupant for the enforcement of this parking policy by the Association against another Occupant must be directed to the Board in writing.
  6. The Association reserves the right to exercise all other powers and remedies provided by the Association's governing documents or the laws of the state of Minnesota and Washington County.
- 11.04 If the Association must enforce this policy through any form of legal action, the offending Owner shall be responsible for all expense and/or attorneys' fees incurred by the Association in enforcing the provisions of this policy.
- 11.05 Liability.
1. The Association assumes no responsibility for and disclaims responsibility for any damages to any vehicle parked or operated in the Association's community.
  2. Occupants shall be held liable for, and expenses incurred by the Association as a result of any damage done to the Common Elements by the use, repair, or maintenance of their vehicle, or as a result of negligence, whether on the part of the Occupant, its employees, agents or invitees.

12. SALE AND LEASE OF UNITS

- 12.01 The Minnesota Common Interest Ownership Act requires that the seller provide the buyer with a "Condominium Resale Disclosure Certificate." The statute gives the buyer a ten (10) day rescission period following receipt of the certificate. It is the obligation of the seller to provide the certificate, but it usually must be completed by the Management Agent. In the event of a Unit sale, the Association assesses a \$200.00 resale disclosure fee for the assistance of the Management Agent in providing information required by lenders, title companies, etc. The \$200.00 resale disclosure fee is payable to the Association and shall be remitted immediately after closing.
- 12.02 In the event of a Unit re-financing by an Owner, the Association assesses a \$75.00 disclosure fee for the assistance of the Management Agent in providing information required by lenders, title companies, etc. The \$75.00 disclosure fee is payable to the Association and shall be remitted immediately after closing.
- 12.03 To establish their membership privileges and voting rights in the Association, buyers must provide the Association with a copy of the documents evidencing transfer of Ownership rights. [Bylaws Section 2]
- 12.04 No signs or other visible advertising attractions announcing the availability of the Unit for sale or lease will be permitted anywhere on Condominium property. This restriction also applies to signs or displays in Unit windows.
- EXCEPTION: Two (2) "For Sale" signs may be posted outside the Property entrances in areas approved by the Board with prior written approval from the Association.
- 12.05 When a Unit is open for an "Open House" or is being shown for sale or lease, prospective buyers or renters must be escorted by the Unit Owner or the Owner's agent from the time they arrive at the Property entrance until they leave the Property.
- 12.06 Unit Owners who elect to lease their Units are to notify the Management Company in writing within ten (10) days of signing the lease, but in any case, prior to the Renter moving into the Unit. This notification is to include a copy of the lease.
- 12.07 Unit Owners are deemed by the Association to have delegated their rights to the use of building amenities to their Occupants, subject to restrictions listed in the appropriate sections of these Rules & Regulations and the other Governing Documents.



- 12.08 Each Unit Owner is required to provide the Management Agent with the following information concerning the Occupants of their Unit (whether owner-occupied or rented):
1. Names of all Occupants.
  2. Home and work telephone numbers (Occupant can specify a number as emergency use only).
  3. Name, address, and telephone number of a person to contact in case of an emergency.
- 12.09 Unit leases must be in writing and shall be for a minimum of three hundred sixty-five (365) days.
- 12.10 Every lease should provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, the Bylaws, and the Rules and Regulations, and that any failure by the Renter(s) to comply with the terms of these documents shall be considered a default under the lease.
- 12.11 The Declaration, Bylaws and Rules and Regulations of the Association apply to all Occupants as well as Unit Owners. Owners are required to furnish a current copy of all Governing Documents to their Renters.
- 12.12 The Unit Owner is responsible for the actions of all Unit Occupants. This includes the payment of any fines assessed, and the repair costs of any damages caused to the Common Elements. The Unit Owner is also responsible for the recovery of Unit and keys upon termination of the occupancy.

13. OCCUPANT REGISTRATION – MOVE-INS AND MOVE-OUTS

13.01 Eagles Landing is a non-residential condominium Association. The Property was developed to provide high-quality, long-term use for its Unit Owners and is successful only if all Occupants share this vision. The purpose of this section is to protect the safety of the Occupants and Property of Eagles Landing and to maintain property values. [Bylaws Section 2]

13.02 Every Unit Owner must complete an Owner-Occupant Information Form as provided by the Management Agent. The form provides the Management Agent with complete owner contact information.

1. If the Owner is occupying the Unit, the form must list all vehicles that the Owner will be parking on the Property and emergency contact information, as well as information on all Owner pets which will be on the Property.
2. If the Owner is renting the Unit, the form includes information on the property management company representing the Owner, if any.
3. The Owner-Occupant Information Form must be accompanied by a current property and liability insurance certificate for the Unit.

13.03 If the Unit is being rented, the Owner must always provide the Management Agent with current and complete tenant information.

13.04 Move-in and move-out procedures.

1. Must be scheduled with the Management Agent at least three (3) days in advance to allow for the proper arrangements to be made.
2. Management Agent and Occupant walkthroughs must be conducted between the hours of 8:00 a.m. and 3:00 p.m.

13.05 Only curtains, drapes, blinds, and shades are permitted as permanent window coverings. Sheets, blankets, etc., will not be permitted.

1. All moves must be made through the garage or front entry. At no time shall any moving activities be conducted through the side entries or windows.
2. Security doors or gates must not be propped open during move-ins/outs unless they are attended at all times. Once the attendant has left the immediate area of a door it must be closed and locked.

3. Security doors, gated entrances, neighboring doors, and neighboring garage doors must not be obstructed.
- 13.06 The Unit Owner is responsible for payment of damages to Common Elements incurred during a move-in or move-out, regardless of whether the damage is caused by a Renter, or agents hired by the Unit Owner or the Renter.
- 13.07 Failure of the Unit Owner to comply with all provisions of this section, or failure to submit a complete and accurate Owner-Occupant Information Form will result, in addition to applicable fines, denial of use of Common Elements.

14. **DELINQUENCY POLICY**

- 14.01 All annual assessment installments (commonly known as “dues”) shall be due and payable by the 1st day of each month. It is each Owner’s responsibility to pay each assessment (or installments thereof) and all other amounts owed by the Owner to the Association, in full each month regardless of whether a statement is sent out by the Association. All other assessments, including, but not limited to, special assessments, are due and payable by the Owner to the Association on the date specified by the Board of Directors. The annual assessment installments are subject to change at any time upon a resolution of the Board of Directors.
- 14.02 If an assessment (or an installment thereof) is not paid by the Owner by the 10th day of the month in which it is due, a \$25.00 late fee will be charged to the Owner’s account on the 11th day of that month. The date a payment is received by the Association will be the date upon which the payment is credited to the Owner’s account. All late fees are due and payable by the Owner to the Association when they are charged to the delinquent Owner’s account.
- 14.03 In addition to other amounts charged to a delinquent Owner under this delinquency policy, a \$25.00 collection cost will be charged to an Owner for a collection letter sent to the Owner by the Management Agent, and a \$35.00 collection cost will be charged to an Owner if the Owner’s account is assigned to an attorney or a collection agency by the Association (through the Management Agent or the Board of Directors).
- 14.04 An Owner’s account that becomes at least thirty (30) days delinquent may, at the discretion of the Association, be referred to an attorney or to a collection agency for collection. All attorney’s fees, other legal expenses, collection costs, and contingency collection amounts shall be the delinquent Owner’s liability to the Association, shall be part of the Association’s lien against that Owner’s Unit, and shall be due and payable by that Owner to the Association when they are incurred by the Association. The Association’s collection remedies include, but are not limited to, court action against the delinquent Owner and foreclosure of the Association’s lien against the delinquent Owner’s Unit.
- 14.05 Each payment received by the Association from an Owner shall be applied to the then oldest outstanding charge on that Owner’s account with the Association, unless the Owner and the Association enter into an agreement providing for payments to be applied in a different manner.

- 14.06 There will be a \$35.00 charge to an Owner for any NSF check received by the Association from that Owner, plus any bank charges incurred by the Association for depositing an NSF check into its bank account.
- 14.07 If any installment of an assessment becomes more than sixty (60) days past due, the Association may, upon at least ten (10) days' written notice to the defaulting Owner, declare the entire amount of assessment (for the remainder of the calendar year) immediately due and payable in full by the Owner. [Declaration, Section 6]
- 14.08 Under Minnesota law and the Declaration, the Association has a lien against a Unit for unpaid assessments and installments thereof, late fees, fines, attorney's fees, costs of collection, and other amounts, assessed to and levied against that Unit by the Association. A lien may be enforced and foreclosed by the Association in any manner allowed by law. Under Minnesota law, the lien also includes all attorney's fees, other legal expenses, and collection costs incurred by the Association in its collection efforts (including, but not limited to, the enforcement and foreclosure of the lien).
- 14.09 No Owner has the right of offset against any amount that Owner owes to the Association. That is, an Owner may not withhold assessments or other amounts owed by the Owner to the Association, based upon the alleged grounds that the Owner is entitled to recover money or damages from the Association, or based upon some obligation that the Owner claims the Association owes to the Owner.
- 14.10 Prior to the Association's release of any lien against a Unit, or prior to the Association's dismissal of any legal action, all assessments, late fees, costs of collection, legal expenses (including, but not limited to attorney's fees), and all other delinquent amounts owed by the delinquent Owner to the Association, must be paid in full to the Association (unless an alternative arrangement is agreed to by the Association). If the Association has recorded a lien against the title to a delinquent Owner's Unit, a release of that lien will be recorded against the title to that Unit in the office of the Washington County Registrar of Titles upon payment in full by the delinquent Owner of the amount of the lien (or of the amount negotiated between the delinquent Owner and the Association), but only if the legal expenses to be incurred by the Association to prepare and record the release of the lien are also paid by the delinquent Owner. The Association retains the right to delay the preparation and recording of the lien release if the Owner's payment of the lien amount/debt is made by a personal check (if that type of payment is allowed by the Association), to allow for the waiting period for that check to clear the appropriate bank.

- 14.11 The failure of the Association to pursue collection remedies against a delinquent Owner shall not limit or otherwise affect, or be a waiver of, the Association's right to pursue in the future the Association's collection remedies for any or all delinquent sums owned to the Association by any other delinquent Owner.
- 14.12 All provisions set forth in this delinquency policy may be revised by the Board of Directors at its discretion. Such revisions shall become effective after reasonable notice to the Owners, as described in the Introduction to these Rules & Regulations. The Board of Directors also has the authority and discretion to deviate from the provisions of this delinquency policy, given the circumstances surrounding the relevant delinquency, whether the subject Owner has a history of delinquencies with the Association, or based upon other relevant information.

15. **REPAIRS AND CONTRACTORS WORKING ON THE PROPERTY**

15.01 A large multi-unit structure such as Eagles Landing contains complex, interrelated mechanical systems. Contractors and other individuals unfamiliar with the building can create unintentional mechanical and liability issues affecting multiple units, even though the immediate work being performed may be self-contained in only one Unit. For this reason, the Association must enforce the following restrictions:

1. Association insurance policies do not allow any contractors to perform work on the Property unless the Management Agent has on file a current insurance certificate providing evidence that the contractor has liability and workers' compensation insurance. The necessary evidence of insurance must be provided to the Management Agent before any work begins.
2. The Management Agent maintains a list of approved contractors authorized to work on the Property. Owners are welcome to suggest additional names for the approved list.
3. No individual, specifically a plumber, may turn off or change plumbing controls or valves outside of a Unit, unless that individual has the prior approval of the Management Agent. Likewise, no individual, specifically an electrician, may change or work with any electrical wiring or systems outside of a Unit, without the prior approval of the Management Agent.
4. The Owner shall not make any alterations, additions, modifications, or improvements to or affecting the structure of the Property or Unit without prior written approval of the Association.

16. **BOARD OF DIRECTORS**

- 16.01 The Association is governed by a Board of Directors elected by the Unit Owners at the annual meeting. Board meetings are held a minimum of one (1) time per year, generally on a quarterly basis, on premise. The exact date, time and agenda of the Board meeting will be emailed at least one (1) week in advance of the meeting to all Occupants on file and on the Association's designated website.
- 16.02 Board meeting minutes and financial statements for the Association will be published on the Association's designated website within two (2) weeks of the quarterly Board meeting. Detail on the Owner accounts receivable portion of the quarterly financials is available only to Board members.
- 16.03 Unit Owners are welcome to observe Board meetings, except for portions of the meeting that concern Owner accounts receivable, personnel matters, hearings on appeals of complaints and fines and other sensitive matters, e.g., lawsuits.
- 16.04 The first agenda item of each Board meeting is for Owner comments and questions. The Board reserves the right to limit discussion or defer items to future meetings. After this time for open discussion, Board discussions are closed to attendee comments or questions.
- 16.05 Renters may receive Board minutes or financial statements and may observe or speak at Board meetings.
- 16.06 Mailing and office address is 13025 Fenway Blvd N Suite 300, Hugo, MN 55038.