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**COMMON INTEREST COMMUNITY NO. 1104
Planned Community**

FIELDS OF NANTERRE HOMEOWNERS ASSOCIATION

FIRST AMENDMENT TO BYLAWS

OF

FIELDS OF NANTERRE HOMEOWNERS ASSOCIATION

This First Amendment to Bylaws (the "First Amendment") was approved by the Board and by the Members of Fields of Nanterre Homeowners Association (the "Association"), a Minnesota nonprofit corporation, in accordance with the requirements of the Existing Bylaws (defined herein) and Minnesota law. The terms used in this First Amendment shall have the same meaning assigned to them in the Existing Declaration (defined herein) or Minnesota Statutes Chapter 515B, known as the Minnesota Common Interest Ownership Act (the "Act"), as applicable. References to section numbers in this First Amendment shall refer to sections of the Existing Bylaws, unless otherwise indicated herein.

WHEREAS, the Association was incorporated under Minnesota Statutes Chapter 317A, and is an owners association which is contemplated by Section 515B.3-101 of the Act and which governs the existing planned community in Hennepin County, Minnesota, known as Fields of Nanterre, Common Interest Community No. 1104, Hennepin County, Minnesota, and

WHEREAS, the Bylaws of the Association were executed on May 13, 2002 (the "Existing Bylaws"), and

WHEREAS, there is recorded in the office of the Registrar of Titles in and for Hennepin County, Minnesota (the "Registrar"), that certain Declaration of Fields of Nanterre as Document No. _____, as amended by and/or supplement by Document Nos.

_____, _____, and _____ (said Declaration and said amendments and/or supplements thereto are collectively referred to in this First Amendment as the "Existing Declaration"), and

WHEREAS, the Existing Declaration and this First Amendment affect the Property legally described on Exhibit A attached hereto, and

WHEREAS, the Association and the Members desire to amend the Existing Bylaws as set forth herein, with the intent that this First Amendment shall amend the Existing Bylaws only as provided below, and the Existing Bylaws shall otherwise remain in full force and effect.

AMENDMENTS

THEREFORE, the Existing Bylaws are hereby amended, only as to the Sections specified below as follows:

1. **Section 4.5 of the Existing Bylaws is hereby amended in its entirety to read as follows:**

4.5 Quorum/Adjournment. The presence of Owners, in person or by proxy, who have the authority to cast in excess of twenty percent of the total votes in the Association shall constitute a quorum at all meetings of the Owners for the transaction of any business, except that of adjourning the meeting to reconvene at a subsequent time. The Association may not be counted in determining a quorum as to any Unit owned by the Association. Any meeting may be adjourned from time to time, but until no longer than thirty days later than the date of the meeting as initially called, without notice other than announcement at the meeting as initially called. If a quorum is present at the reconvened meeting, any business may be transacted which might have been transacted at the meeting as initially called had a quorum then been present. If a quorum has been established at a meeting or a reconvened meeting, the quorum shall continue to exist for the meeting in question notwithstanding the departure of any Owner originally in attendance in person or by proxy.

2. **Section 6.4.i of the Existing Bylaws is hereby amended in its entirety to read as follows:**

6.4 Powers.

- i. grant rights-of-way, easements, leases, and licenses through, over, and under the Common Elements, for public roadways, utilities, and other public purposes, for public and private cable, internet, satellite, and other electronic communications systems, and for any other purpose authorized by the Declaration; and to grant other easements, leases, and licenses through, over, or under the Common Elements with approval by a majority vote of the Owners;

3. **Section 6.8 of the Existing Bylaws is hereby amended in its entirety to read as follows:**

6.8 Vacancies. A vacancy in the Board other than a vacancy under Sections 6.2 and 6.9, shall be filled by a natural Person elected by a majority vote of the remaining directors, regardless of their number. Each Person so elected (whether by the Board or by the Owners, as provided in these Bylaws or under Minnesota law) to fill a vacancy in the Board shall serve out the term vacated.

4. **Section 6.10 of the Existing Bylaws is hereby amended in its entirety to read as follows:**

6.10 Removal by Board with Cause. A director may also be removed from the Board by a vote of a majority of the other directors if such director: (1) has more than three (3) unexcused absences from Board meetings during any twelve (12) month period, or (ii) is more than sixty (60) days past due with respect to assessments on the director's Unit; provided that (x) the notice of the meeting at which removal is to be considered states such purpose, (y) the director to be removed has a right to be heard at the meeting, and (z) any resulting vacancy shall be filled by the vote of the Board as provided in Section 6.8.

5. **The first paragraph of Section 8.1 of the Existing Bylaws is hereby amended in its entirety to read as follows (no change or amendment is made to Section 8.1a, Section 8.1b, or Section 8.1c):**

8.1 Assessment Procedures. The Board shall annually prepare a budget of Common Expenses for the Association and assess such Common Expenses against the Units according to their respective Common Expense obligations as set forth in the Declaration. The annual budget shall include a general operating reserve, and an adequate reserve fund for the replacement of those Common Elements, and those parts of the Units, that the Association is obligated to replace on a periodic basis.

6. **Section 9.1 of the Existing Bylaws is hereby amended in its entirety to read as follows:**

9.1 Approval. The amendment must be approved by Owners who have the authority to cast in excess of fifty percent of the total votes in the Association, in writing (by written ballot, in lieu of a meeting, or otherwise) or at a duly held meeting of the Owners; subject to any approval rights of the Eligible Mortgagees as provided in the Declaration; and

7. **Section 9.3 of the Existing Bylaws is hereby amended in its entirety to read as follows:**

9.3 Effective Date; Recording. The amendment shall be effective on the date of approval by the required vote of the Owners (and Eligible Mortgagees, if required) and shall be recorded in the office of the Registrar of Titles in and for Hennepin County, Minnesota.

The undersigned, the Secretary of Fields of Nanterre Homeowners Association, hereby executes this First Amendment, and certifies that they were adopted by the Board, and were approved by the Members as required by the Existing Bylaws and/or by law.

FIELDS OF NANTERRE RULES & REGULATIONS

The Board of Directors and the Owners of a common interest community have established the following Rules and Regulations to create the most livable and enjoyable conditions for the majority of the members/owners. The rules were given substantial consideration not established in an arbitrary fashion or to create a hardship on anyone. With mutual respect, consideration and cooperation, all may enjoy the many benefits of community living to its fullest.

Registration and Payment of Assessments

1. All owners are required to register their current name, address where they reside, list of all vehicles which will be left on site and telephone numbers with the association via The Community Association Group. Failure to provide this information within 30 days after assuming ownership shall result in an automatic fine of \$100.00 for each month the owner fails to register. In accordance with the association documents, any owner who has not registered will not have voting rights or use of any recreational facilities.
2. All owners are asked to make their association assessment payments via the ACH method or automatic withdrawal from a designated account. Any owner who does not utilize this method of payment may be charged a service fee of \$25.00 per year. Any payment not received in full by the 15th day of any month will be subject to a late of \$30.00 per month. Any payment which is more than 60 days delinquent may be subject to acceleration and legal action in accordance with the association documents.

Use of Community

1. Individual homes shall only be used for single family residential purposes by unit owners, their immediate families, tenants and guests. Commercial or business activity is limited to professional occupations carried on within a living unit and without external evidence of same.
2. Children are welcome at our community. Residents who have children or have guests, who have or are children, shall warrant they abide by the Rules and Regulations of the Association. Parents/tenants and homeowners are responsible for their own children's' and guests' safety while on common areas of the community. Bicycles and toys may not be stored on Common property, or exterior limited common property.
3. Residents shall not conduct any activity nor maintain any item within their home, patio, deck or yard area, garage or on the property which is unlawful, hazardous or could result in a rate increase or cancellation of Association insurance.
4. Occupancy shall not exceed an average of two persons per bedroom.
5. All internal repairs to living units and garages are at the owner's expense. Owners are responsible for damage to other units, garages and common areas due to their actions, negligence or failure to make necessary repairs.
6. Improvements or alterations within units that impair the structural integrity, mechanical systems or lessen the support of any portion of the building are prohibited.
7. Tampering with any common area electrical, mechanical, plumbing, TV cable, antenna, irrigation lines or pool and recreation equipment is prohibited. In addition to the cost of repair and/or replacement, the responsible party will be fined \$30.00 by the Association per incident.

8. Residents shall not overload the electrical wiring in the buildings, or operate machines, appliances, accessories or equipment which may cause unreasonable disturbance to other residents.
9. Wood burning stoves are prohibited. Installation of a gas fireplace may be allowed in locations provided, subject to approval as referenced in the Architectural section of the Rules and Regulations. Specifications and approval forms are available from The Community Associations Group.
10. Garage areas shall be solely for the use of parking motor vehicles, bicycles and storage of personal property. No owner shall erect any structure to utilize the garage area as a part of the unit or living area or for business purposes.
11. Garage doors shall not be left open while unattended. Owners may leave their doors up 6-12 inches for ventilation during the months of May through September.
12. Other than those sponsored by the Association, garage sales are not allowed on the property. The association may designate days which owners may hold garage sales.
13. Park and picnic area shall be used only during the hours of 8:00 AM and 10:00 PM. Any guest using the recreation areas must be accompanied by an owner at all times. For health and safety, children under the age of 14 should be supervised by an adult at all times. The association takes no responsibility for anyone using these areas. Owners are asked to please remove all debris.
14. It is the owner's responsibility to inform guests of the community Rules and Regulations, particularly those regarding parking. Owners shall be responsible for any violation and damage caused by their guests.

Guests

1. It is the owner's responsibility to inform guests of the community Rules and Regulations, particularly those regarding parking. Owners shall be responsible for any violation and damage caused by their guests.
2. Owners should advise the Association and neighbors of guests occupying their condominium for more than 21 days in their absence.

Pets

1. Animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall not be raised, bred or kept in any condominium, garage or on the common property. Household pets such as dogs, cats, birds and fish are the only pets permitted in condominiums.
2. Only one (1) dog weighing 100 pounds or less when fully grown or two (2) dogs with a total combined weight not exceeding 100 pounds or less when fully grown will be permitted in any unit. A maximum of two (2) cats is allowed in any unit.
3. All pets are subject to any and all City Pet Ordinances.
4. Pets are not permitted in common areas unless carried or on a leash.
5. Pet owners are required to carry a suitable disposal container/bag and immediately remove excrement from the grounds.
6. Pet owners shall be considerate when walking their pets not to allow pets to make deposits around patios

and mailboxes.

7. Unattended pets shall not be kept or restrained on patios, decks, garages or anywhere on common property.
8. Kennels, dog houses or animal pens of any kind are prohibited.
9. Commercial breeding is prohibited.
10. Owners are responsible for any damage to property and grounds, including sod replacement caused by their pet, guest's pet or tenant's pet. Owners must replace any damaged sod or landscaping before June 1st of each year or be subject to a \$25.00 per week fine in addition to any cost for the association to conduct the repair. Owners must keep all landscaping in a healthy condition from June 1st to September 30th of each year.
11. Pets must not be permitted to habitually bark, cry or behave so as to annoy or endanger the safety or comfort of other residents and become a nuisance to the community.
12. Pet owners shall indemnify and hold harmless the Association and the management against any loss or liability arising from a pet.
13. Pet owners will not permit pets to leave excrement on neighbors living areas and common grounds.
14. Pets are not permitted near or in any recreational areas of the community.
15. Pet owners that are in violation of the By-laws will be given only one (1) written warning. Any further incidents will be subject to a fine and or request to remove the pet permanently.

The first violation of pet rules and regulations will result in a warning letter from the Board of Directors advising the owner of the violation and consequences of additional infractions. The second violation will initiate another warning letter in addition to a \$50 fine. The fine will be added to the owner's account and if not paid promptly, will initiate a late charge to the account. If a third violation occurs, the resident will receive written notice to permanently remove the pet from the property within three days. Refusal to remove the pet will then result in an additional \$50 per day fine.

Selling

1. Prior to listing their unit for sale, owners must notify the Association.
2. "For Sale" signs or other advertising or window displays shall not be placed anywhere on the property without approval of the Board. Owners in violation of this rule will be fined \$50 per day that the sign is displayed.
3. Open houses may only be held on Saturdays or Sundays from 9:00 A.M. thru 6:00 P.M. Open house signs will be allowed during the hours of the open house (one in front of the home and one at each main entrance to the community). Signs must be removed by 6:30 P.M.
4. Lock boxes may only be located on the garage door or front door of the respective unit for sale. Lock boxes must be coated with a protective soft covering.
5. Owners must provide the Condominium Documents, and Rules and Regulations with a potential buyer prior to entering into a purchase agreement.

6. Minnesota Statutes require sellers to obtain a copy of a Disclosure Statement including the amount of any unpaid assessments or other charges due and owing the Association. Statements must be obtained from The Community Association Group and require a ten day notice and payment of a processing fee to be paid by the seller. An additional fee will be required of the seller when a statement is requested with less than a ten day notice.

Leasing

1. Homes may not be leased for a period of less than one year, absent prior written consent of the Board of Directors.
2. "For Rent" or "For Lease" signs or other advertising or window displays shall not be placed anywhere on the property.
3. A fee of \$100 will be assessed for each issue the association must deal with relating to any renter or rental unit and the owner. It shall be the owner's responsibility not the association to prevent or address all renter or tenant related issues and disturbances. Owners are liable and responsible for the conduct of their renters at all times.
4. Owners must provide the address and phone number of their off-site residence if they are renting out their home within the community and also provide the name of each occupant or renter within any unit/home. A fine will be assessed to any owner failing to provide such information.
5. Owners must provide a potential tenant with a copy of these Rules and Regulations for review prior to entering into a lease. Owners must include a paragraph in their lease informing the tenant of the Association's authority to enforce the Documents, By-Laws, and Rules and Regulations.
6. Owners shall advise all renters to obtain a tenant homeowner insurance policy also known as an HO3 policy. A certificate of insurance shall be provided to the Homeowners' Association. Owners are advised to maintain their own insurance on the respective property.
7. Request for service from tenants of owners shall be directed only to the landlord. The Association and/or The Community Association Group shall have no responsibility or liability to respond to guest, occupant or tenant requests.
8. Owners are responsible for tenant compliance with the Community Documents including the rules and regulations. Lease Agreements shall provide that the renters of the lease must be subject in all respects to the provisions of the Governing Documents of the community and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. Fines for violations are the responsibility of the owner and will be added to the owner's account.
9. A move in/out fee of \$200.00 must be paid to the Association, prior to any move into or out of the property. This is to compensate the Association for additional wear and tear to the common property. If the Association is not notified of a move and/or the fee not paid in advance, the owner will be fined an additional \$100 by the Association.

10. A Unit Owner ("Owner") may not lease the Unit to a tenant ("Tenant") unless the Owner first obtains and approves a national criminal background investigation on **all persons that will occupy the unit**. Such investigation shall be performed by a company licensed to conduct criminal background investigations. In order to evidence that the Owner has complied with this requirement, the Owner shall provide to the Association an official receipt from the company performing the investigation stating that the results of the investigation have been delivered to the Owner.

Failure by any owner to fully comply with this rule shall result in a fine of \$1,000.00 for each month of noncompliance.

Architectural Changes and Modifications

1. Alterations or additions (INCLUDING INSTALLATION OF SATELITE DISHES) to any of the Common Elements or Limited Common Elements shall not be made by a resident without prior written approval of the Association. Owners must first obtain any necessary City approval before submitting a request to the Board of Directors.

2. A "Request for Change" must be accompanied by plans and specifications prepared at the expense of the owner. However, consent of the Board is not required to replace or restore windows, screens, doors, screen doors, storm doors and garage doors to the original color/style and condition or to install solar film on windows as long as the film is non-reflective. All changes to original specification (including storm doors) are subject to the Architectural Control Committee to maintain architectural integrity in the complex. Changes made without the approval of the Board of Directors may be subject to fine, removal and/or restoration at the expense of the homeowner.

Letters should be addressed to the Board, % Community Association Group, LLC.

3. Any construction must meet all safety standards and all changes to the exterior of units must be approved prior to construction or such additions will be removed at owner's expense.

4. Homeowners in violation of the installation guidelines will be given a warning and 30 days to adhere to the satellite rules. For residents in violation after the 30 days, a \$50 fine will be assessed and given 30 additional days for corrective action. If homeowner is still in violation, a \$100 fine will be assessed and granted an additional 30 days. If after 60 days the homeowner is still in violation, a \$150 fine will be assessed each month until resident adheres to policy.

Any other antennas, wiring or cable may not be visible from the exterior of the building. All wires and cable shall be hidden whenever possible.

5. Air conditioners and fans may not be installed in windows. Central air conditioning units must be installed at locations provided, upon approval of the Association.

6. Residents shall not place items such as lawn ornaments, bird feeders/baths, windmills, clotheslines, swing sets, wading pools, etc., on the common property of the Association at any time.

7. Signs, advertisements or notices shall not be displayed by a resident on the building, grounds, interior or exterior of a unit.

8. Rugs, blankets, towels, clothes, etc., shall not be exposed on patios, decks or on any part of the common elements. Doormats are permissible.

9. Draperies, curtains and blinds, visible from the exterior of the building, must be typical window treatments compatible with the community.

10. Holiday lights and decorations are permitted on patios, privacy fences, trees, shrubs, and entry doors. Winter holiday decorations may not be displayed prior to November 15th and must be removed by January 30th. All other holiday decorations may be displayed for a two week period.

General Appearance

1. All tenants and owners will take responsibility to keep their immediate areas clear of any clutter.
2. Temporary window coverings will be permitted for 60 days.

Patios & Decks

1. Patios must be clean and free of debris and unsightly items. Only outdoor furniture and approved grills may be stored. Storage of bicycles or other objects is prohibited. Patios are not to be used for storage.
2. The only types of grills permitted on the deck area shall be electric or gas. Charcoal grills must be conducted a minimum of 15 feet away from buildings for public safety. Grilling must only be done in accordance with city ordinances as amended, and as specified by the state and community and the insurance policy. The Board may prohibit a resident from grilling if warranted complaints are received. Any exterior damage resulting from grills on deck will be the responsibility of the resident. The HOA has the right to repair the damage to the exterior structure and then bill the resident.
3. Screening or enclosing of patios is not allowed as referenced in the Architectural section of the Rules and Regulations.

Lights

1. Each homeowner is required to maintain the exterior light attached to the garage of that unit. This light is to have an operable white or clear 60 watt output bulb, and is to be left on at night. The building exterior lights are vital for the safety and security of the entire community and each owner should be mindful of its importance. Colored bulbs are permitted during the winter holiday season.

At the September 20, 2006 Board of Directors meeting, the Board decided to have the exterior garage lights checked by the CAG maintenance staff on October 15th and April 15th of each year. Owners that have burnt out garage lights will have their bulbs changed automatically and charged \$25.00.

2. Owners are asked to utilize their garage light and to keep it working at all times.
3. The Board reserves the right to replace bulbs and charge a fee to the owner if necessary.

Parking

1. Homeowners and residents are to park in their own garage and or driveway.
2. Guest parking areas may be used for short term intermittent basis by homeowners and residents. Otherwise, the guest parking areas shall be available for guests not to exceed 72 hours.
3. No parallel parking in driveways or near mailboxes or in front of a fire hydrant is permitted.

*No Parking shall be permitted in the alleyways of the Carriage Townhomes.

4. Not at any time may a vehicle be parked in the street blocking any portion of another homeowner or resident's driveway.
5. No boats, trailers, recreational vehicles, snowmobiles or similar vehicles be parked in the community unless in garage for a period of time to exceed 72 hours. Exceptions may be granted on a short term basis by the Board.
6. No non-operative vehicle may be parked or stored in the community except garage.
7. For the safety of the community's children, garage doors must be kept closed unless homeowner or resident is in close attendance. However, garage door may be left open up to twelve (12) inches for ventilation.
8. The community shall adhere to any applicable city Fire Code. Therefore, no vehicle may block a route defined as an emergency access.
9. Should any owner, guest, occupant or tenant residents disregard any portion of the parking policies, the obstructing vehicle will be towed at the owner's expense.
10. Owners are responsible for advising their guests, occupants, and service and delivery personnel of parking regulations.
11. Maximum speed limit within the community streets and roadways shall be no more than 15 MPH.
12. All vehicles must be in operating condition. During a resident's absence, a designated responsible individual must have keys and be available to move a vehicle for maintenance or emergency. If necessary, vehicles will be removed at the owner's expense.
13. Vehicles must be maintained to prevent damage or cause negative effects upon the property. Non-operating vehicles may not be stored on the property. Homeowners and residents are responsible for any damages to the common areas.
14. Commercial and Oversized vehicles may not be parked or stored on the property. Parking spaces may not be used for storage.
15. Pads must be placed under motorcycle kickstands to prevent damage to blacktop.
16. Mechanical repairs other than routine maintenance on personal vehicles is not permitted in garages and parking areas of the community
17. During snow months, residents are responsible to insure all parked vehicles do not interfere with snow removal. Owners who fail to remove their vehicles may be held responsible for any additional charges for return visits made by the snow removal contractor.
18. Each violation of the parking rules and regulations will result in a \$25 fine plus expenses for any damages incurred to the property and the Association may remove a vehicle, without warning, at the owner's expense. If not promptly paid, a late charge will be added to the owner's account.
19. A maximum of 2 vehicles per unit may be stored outside either in the driveway or on the common area at anytime.

Locks & Keys

1. In event of an emergency, it may be necessary to enter a unit. The Association does not maintain keys to individual units, therefore, it is imperative owners or another responsible party is available to provide access to a unit. Should forcible entry become necessary, it will be at the owner's expense.
2. Replacement mailbox keys may be obtained from the local Post Office. Mailboxes and mailbox keys are owned and maintained by the U.S. Post Office.

Moving & Deliveries

1. Owners will be fully responsible for any damages and wear and tear to the common property.
2. Moves and major deliveries must be completed between 7:00 A.M. and 10:00 P.M.
3. Cleaning or repairs necessitated by a move or delivery must be completed immediately. The Association will bill the owner for any cleaning or repairs required as referenced in "Use of Condominiums".
4. Owners must supervise and be responsible for all aspects of a move or delivery.
5. Damages caused by the moving of any occupant or renter shall be charged to the homeowner.

Refuse Disposal & Recycling

1. All garbage and trash must be secured in plastic bags and deposited in approved garbage containers.
2. No garbage and/or trash shall be permitted to become a nuisance, annoyance, safety or health hazard to the community.
3. Failure to adhere to the proper procedures for disposing of garbage and/or trash may be subject to a written warning and fine if problem continues.
4. Refuse may not be placed outside prior to 7:00 PM on the evening prior to trash pick up day. Trash must be curbside for pickup by 7:00 A.M. on trash pick up day and refuse containers must be placed back in the garages by 9 p.m. the day of pick up.
5. Owners must prepare refuse as set forth by the sanitation company or city recycling program.
6. Non-corrugated packing boxes, moving materials, furniture, mattresses, tires, batteries, etc., will not be taken by the regular collector and must be removed promptly from the property. Homeowners must contact the refuse company directly to make special arrangements for pickup and direct billing to their own home for that special pickup.
7. Refuse or other items should never be left in common areas.
8. Christmas trees must not be wrapped for pickup. Plastic must be removed from trees or the collector will not pickup. Trees will only be picked up by the collector during the first two weeks in January.
9. Our homes have a significant impact on recycling precious resources. Your Association encourages your

participation and each unit has been provided with a stacking recycling system. As specified by the collector, properly separate recycling in paper bags and then put those paper bags into the stacking system for pickup. Haulers will not pick up any recycling which is not properly bagged or separated.

10. Recycling procedures are as follows: Remove and throw away all caps, lids, pumps and metal handles. After rinsing containers clean, they may be commingled and must be in bags prior to placing in bins. Commonly accepted plastic bottles are: soda, milk, water and laundry product containers. Please exclude the following items: aerosol cans, paint cans, motor oil, gasoline containers, light bulbs, pens, window panes, mirrors, pottery, ceramics, disposable razors, glasses, medicine containers, plastic cups, plastic silverware, plastic wrap, styrofoam cups, styrofoam packaging, yogurt, cottage cheese and butter containers. Newspaper should be separated from containers and placed inside a paper bag. Miscellaneous paper such as envelopes, office paper, junk mail, and magazines should be placed in a separate paper bag. Corrugated card board (especially moving boxes) must be broken down, laid flat and tied together. These procedures do not apply if your site participates in a "one sort" program.

11. Owners are responsible for appropriately disposing of all toxic waste materials such as paint, solvents, motor oil, etc.

12. Any owner utilizing more than the 60 gallons of trash as provided by the container will be responsible for any additional charges assessed to the community.

Noise & Disturbances

1. Homeowners, residents and guests shall not interfere with the rights, comfort, and or convenience of other homeowners, etc.
2. In the interest of neighborliness, homeowners and residents are asked to cooperate among themselves.
3. Problems concerning annoyances and nuisances caused by loud music, parties, excessive behavior, etc. that are not resolved by the individuals involved should be brought to the Board's attention.
4. Any emergency situation or suspicious behavior shall be reported immediately to the local police department.
5. Any fines that are assessed by the police and/or fire department are the responsibility of the homeowner and/or resident.
6. Residents are responsible for the actions of their children, guests, guest children and pets, and agents to assure they do not cause any annoyance which may unreasonably disturb other residents.
7. Residents shall not make or permit unreasonable noise that will disturb others. Radios, TV's, stereos and musical instruments must be kept at a reasonable volume at all times.

Enforcement Policy

The fiduciary responsibility of the Board of Directors to preserve the common scheme of the community includes the enforcement of use restrictions, preservation of architectural integrity and maintenance of the safety and soundness of the common property. The Board is committed to the uniform, consistent and timely enforcement of Association Documents.

Violations

1. Prior to reporting an infraction or dispute to the Association and The Community Association Group, residents should make every reasonable attempt to resolve the matter between themselves.
2. Violations must be documented and reported, in writing, to the Board of Directors through Community Association Group, LLC. Please include date, address and time of incident. Anonymous complaints will not be recognized.
3. The Association may levy reasonable fines against a unit for failure of the owner, tenant, guest or agent to comply with any provision of the Declaration, Bylaws, or Rules and Regulations of the Association. A fine may be levied on the basis of each day of a continuing violation with a single notice and an opportunity for a hearing to the unit owner.
4. At the direction of the Board, Community Association Group, LLC, will send the offending owner written notice detailing the violation and fine. The notice will request voluntary compliance and payment of the fine within five days.
5. If the violation is not corrected within five days and the violator has not requested an informal hearing, a \$50.00 or greater fine or the amount as referenced in specific categories of the Rules and Regulations, will be levied and may be levied on the basis of each day of a continuing violation. The Board of Directors, management and Association Legal Advisor may initiate appropriate action to bring about compliance.

Hearing

1. An owner accused of a violation may request a hearing in front of the Board of Directors. The notice must be in writing and submitted to the Board of Directors through Community Association Group, LLC within the five day compliance period.
2. The hearing will be held at a regular Board Meeting and will take place prior to the scheduled start of the meeting. If the Board of Directors, after careful deliberation, reaffirms the fine, it will be due and payable immediately.

Fines

1. Fines are only levied against the owner of a unit, whether caused by the owner, guest, tenant, agent, etc.
2. Fines levied by the Board of Directors will be added to the owner's account and if not promptly paid, will initiate a late charge to the account.
3. On behalf of the Association, the Board of Directors will exercise its legal rights and fiduciary responsibility to collect fines, in the same manner as if the fine were a delinquent assessment. Failure to pay a fine may result in a lien being placed against the owner's unit and/or foreclosure proceedings.

Fields of Nanterre Pool Rules

We want to ensure that all homeowners are able to enjoy the pool. Please use common sense and respect for fellow residents during pool visits. Below is a list of specific rules that must be followed by all residents and guests. These rules are in addition to those posted at the pool. Homeowners that do not follow the rules will be in violation and may be assessed fines. Thank you for your cooperation and compliance. Enjoy our community's beautiful pool area.

General Rules

- Pets are NOT allowed in the pool area.
- Glass containers are NOT allowed in the pool area.
- Food items must be consumed in the table area under the pergola. Food consumption must NOT take place while in the pool or in the area immediately around the pool.
- All waste material must be discarded in the trash. You must clean up after yourself.
- Alcoholic beverages are NOT permitted in the pool area.
- Absolutely NO rafts, tubes, or other floating devices may be used at the pool. Children's safety-swim items that attach to a child's body to prevent drowning are acceptable.
- Please shower before using the pool.
- Diving is NOT permitted.
- Only radios with head/ear phones may be utilized at the pool. Your neighbor at the pool should NOT hear your music.
- Running, jumping and rough play are NOT permitted.
- All children under 14 years of age must be accompanied by an adult resident at all times.
- Do NOT prop open the entry gate.
- Proper swim attire is required.
- Any item that you bring to the pool must be taken home with you at the end of your visit. Do NOT store any items at the pool.
- No incontinent child or adult may utilize the facility without the proper protection.
- A \$20 fee will be assessed for lost pool access cards. One access card per unit, no exceptions.

Pool Guest Policy

- The Monday through Friday guest policy allows for a maximum of 4 guests per unit.
- The Saturday and Sunday policy allows for a maximum of two guests per unit.
- During periods where the number of residents and guests hits the pool capacity limit, residents have first right to occupy the pool over guests.

NO EXCEPTIONS!

**** At the June 12, 2006 Board of Directors meeting, it was decided that "Any pool rule violator will receive only one warning. The second pool violation will result in a \$100 fine and the third pool violation will also result in \$100 fine plus pool privileges taken away for the season."**