

Rules and Regulations

Fieldstone Twinhome Homeowners' Association, Inc.

Maple Grove, Minnesota

**March
2013**

INTRODUCTION

The Board of Directors of Fieldstone Twinhome Homeowners' Association, Inc. (the Board) is charged under Section 5.6 of the Declaration of the Association with the power to "approve and implement such reasonable Rules and Regulations as it deems necessary from time to time for the purpose of operating and administering the affairs of the Association and regulating the use of the Property." See also Section 7.1e of the By-Laws.

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

The Rules and Regulations contained in the following pages are in addition to those stated in the Declaration and By-Laws of Fieldstone Twinhome Homeowners' Association, Inc. In the event of any conflict among the Minnesota Common Interest Ownership Act (the Act), Declaration, By-Laws or the Rules and Regulations, the Act shall control. Among the Declaration, By-Laws and Rules and Regulations, the Declaration shall control. These Rules and Regulations will not reverse any previous action taken by the Board of Directors that was proper under the Declaration and By-Laws.

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

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

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

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

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

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

Fieldstone Twinhome Homeowners' Association, Inc.
Board of Directors

Part I of this document describes

- (a) the architectural control guidelines,
- (b) the procedures that must be followed in requesting approval of any changes in the appearance of your home or yard, and
- (c) certain guidelines that will aid you in determining the types of changes that will most likely be approved.

Part II of this document sets forth specific restrictions that are applicable to the use of your property. These restrictions either arise directly from the Declaration of Covenants or constitute Rules and Regulations that the Board has adopted to restrict activities that may disturb other residents.

Part III of this document summarizes the remedies that the Association may impose against an owner who violates these Rules and Regulations or the Association's governing documents.

Please read this entire document carefully and be aware of your rights and obligations as a member of the community.

This document supersedes any prior architectural guidelines and rules and regulations.

Part I

GUIDELINES

EXTERIOR CHANGES

In order to maintain architectural consistency and compatibility, each of our units (yard and dwelling) is subject to "architectural" restrictions. These restrictions prevent us from making any changes to the exterior appearance of our homes, garages or yards without the prior written approval of the Board. These changes include not only exterior changes to the dwellings and garages, but the alteration of yards by the adding or removal or changing of any trees, plantings, or architectural features, such as fences, decks, patios, trim, overhangs, walkways, etc. These changes must be approved through the Board's approval procedures.

If an owner desires to make changes to the exterior appearance of the dwelling or yard, the owner must apply to the Board (through the Architectural Review Committee (ARC)) for approval. The ARC will review all applications and plans and make a recommendation to the Board. If the application is denied, an owner may appeal to the Board for a final decision.

Only the owner of a unit may apply for and receive approval for alterations and landscaping. Renters wishing to make exterior changes may do so only after the unit owner applies for and receives approval. The Board will not approve any direct requests from renters.

If the owner fails to obtain the Board's prior written approval, the Board has the right to require the owner to remove or remedy any unapproved changes. If the owner refuses, the Board has the power to fine and to recover by lien all attorney's fees and costs of enforcement. Costs of restoration shall be a personal obligation of the owner. (Declaration, Section 8.3)

The property will be regularly inspected for unapproved changes.

APPROVAL PROCEDURE

If an owner desires to make a change to the appearance of the deck, patio, garage, yard or exterior of the dwelling, the owner must submit a written application describing the change and receive the approval of the Board before commencing the project. The owner must proceed in the following manner:

1. Obtain an Architectural Improvement Application and Review Form from:
 - a. the back of this document
 - b. the management company
 - c. a Board or ARC member
2. Submit the application according to the instructions on the form and include a copy of the plans for landscape or architectural changes. The plans should show exactly what the owner wishes to do. For landscaping, indicate placement of all plantings and edgings and identify all plant materials by both common and botanical names and indicate mature size and height. For building changes, show dimensions of the structure, all materials, sizes, colors and all support structures. The required plan may be drawn up by an outside architect, contractor, landscape architect or the owner. Professional plans are not required, provided that plans are clear and complete. The Board may require the submission of additional information necessary to make its decision.
3. The owner will be notified within 14 days of management company receipt as to the decision of the Board. The Board may need more information or clarification, and this may extend the time of approval or denial. Failure to receive written approval within 14 days shall be deemed a disapproval of the Application.
4. In some cases, the Board will give tentative approval to the owner's project based on the owner's willingness to accept the Board's input to the owner's specification.
5. If the application is approved, the project must comply strictly in accordance with the plan approved by the Board. If the project is not completed in accordance with the approved specifications, the Board may require the project to be redone in accordance with the approved specifications. All approved work must be completed within twelve (12) months of approval. If not completed within twelve (12) months, the owner must reapply for approval. All projects must be completed within 30 days of commencement of work or the delivery of any material or such longer period as approved by the board.
6. Any permits required for construction are strictly the responsibility of the owner. The owner is required to obtain or ensure his contractor obtains all building permits required by local and state regulations. The contractor shall be licensed and insured. If requested to do so, the owner must submit copies of such permits to the Board within ten (10) days of the request. The Board may also request copies of any final inspections and approvals by local and/or state authorities.

ARCHITECTURAL CHANGE GUIDELINES

The goal of the Board is to encourage improvements by owners that will enhance Association property values while ensuring improvements will not interfere with neighbors' rights or cause maintenance problems, now or in the future, for the Association or subsequent owners. The Board and/or the ARC will work with owners to help them understand the guidelines and to help develop a plan that will meet these goals and obtain approval.

The absence of a guideline dealing with a particular type change should not be interpreted as either favoring or not favoring such a change.

LANDSCAPING

Plans for all landscaping must be approved by the Board before any work begins. Plans must show how all materials are to be used, including all plants. Plantings must be in conformance with the overall landscaping plans of Fieldstone Twinhome Homeowners' Association. The owner is responsible to maintain the planting area in conformance with the guidelines and any changes authorized by the Board. The owner shall advise any new owner of any authorized changes and the obligation to maintain same. The Board may require restoration or order same and access the property for any and all cost.

Artificial Flowers

Artificial flowers and greenery are permitted only on porches, decks, patios and as door decorations. See "Exterior siding" under "Miscellaneous Guidelines" for usage on siding.

Flower Beds

Homeowners whose units were initially provided a planting space next to their sidewalks may plant these areas with annuals or perennials of their choice, ARC approval is required. Owners are responsible for keeping beds properly maintained and free of weeds. All annual plant material must be removed at the end of the season. Vegetable plants and artificial flowers are not allowed in these areas.

The Association is not responsible for the maintenance or replacement of annual or perennial flowers, including those plantings that were originally provided by the developer. Replacement with shrubs requires ARC approval.

Exception: The Association will maintain the perennials located around the timer and water meter for the irrigation system.

Flowerpots and flower boxes

Well tended flowerpots and boxes are permitted as long as they are of reasonable size and weight with plantings not to exceed four feet in height. This includes freestanding hanging baskets (on a pole). No flower container may be placed on the grassed areas. A container may be attached to either of the porch posts by making a hole or impression. Any damages to the exterior of the dwelling will be repaired at the expense of the owner.

Shrubs and Trees

Approval of requests for tree and shrub planting may be subject to size and kind. Before submitting an application for shrubs/trees, consider the size of the mature tree and the impact the shrub/tree may have on landscape maintenance. No fruit trees or hedges are permitted.

Utility Box Landscaping

Landscaping of utility boxes on individual lots is encouraged, but requires Board approval, and is subject to rules regarding flower beds, shrubs, and trees.

It is important for a homeowner who is landscaping utility box areas to understand utility companies have legal easement access to these boxes and may remove or destroy plantings to gain access to the utility boxes.

Gopher State One Call must be notified for marking of utility lines. Call 651-454-0002 two work days in advance of your digging.

Vegetable Gardens

Container grown vegetables, e.g. cherry tomatoes, are acceptable on decks and patios. Full-scale vegetable gardens are not permitted.

DWELLING ARCHITECTURAL CHANGES

All alterations to the exterior of the dwelling, including decks, porches and patios require approval of the plan by the Board. Construction must be completed within 30 days of commencement of work or delivery of material, whichever is earlier, or such longer period as approved by the board.

The Board also requires the owner (or his/her contractor) to determine and obtain all building permits required by local or state ordinances and to abide by all ordinances that apply. This includes decks and porches. Permits are also required for most interior alterations. The cost of a building permit will provide the services of a building inspector to come out and insure that all work has been done properly and safely. Any alterations where a required building permit was not obtained may relieve the Board of any maintenance or insurance obligation. Building permits must be posted during construction.

The architectural approval process is intended to ensure that proposed changes are consistent with the architectural standards of Fieldstone Twinhomes and will not create an undue maintenance burden for the Association or unduly infringe on the rights of other owners. The owner submitting the architectural request is wholly responsible for the adequacy of the plans or specifications submitted and for determining whether the alterations/improvements comply with the requirements of local and state ordinances.

Decks and Patios

Structural and any other maintenance of the deck is the responsibility of the homeowner and must be maintained to a quality that will not have an adverse affect on the value of the property.

An Architectural Improvement Application and Review Form must be submitted for new construction.

Hot tubs/spas are not permitted.

Privacy walls on decks require ARC approval.

Retractable awnings are allowed only on the deck and require ARC approval.

The area under the deck and sunroom shall not be enclosed.

Yard furniture is allowed on decks and patio areas. Portable yard furniture that may be easily removed, such as lawn chairs, may be used on grass areas but must be removed after each use.

Miscellaneous Guidelines

Air Conditioners

Window air conditioners are not permitted.

Animal Kennels

Kennels, cages, animal houses or runs are not permitted.

Antennas and Satellite Dishes

The following are not permitted: exterior antennas used for amateur radio, CB radio, FM or AM radio, or satellite radio.

The following are permitted:

- Dish antennas one meter or less in diameter designed to receive direct broadcast satellite service or to receive and transmit fixed wireless signals via satellite.
- Antennas one meter in diameter or less designed to receive wireless cable or to receive or transmit fixed wireless signals other than by satellite.
- Commercially available analog and digital television antennas.

To the extent that reception of an acceptable signal would not be impaired, antennas/satellite dishes should be installed at roof level on the rear location of the dwelling, not visible from the street.

Cable runs must be as short as possible with only one entry point into the dwelling.

No antenna/satellite dish may be attached to the exterior siding.

The owner will be responsible for any damage or leakage caused by installation.

If maintenance on the dwelling requires the temporary removal of the antenna or dish, the Association shall provide the owner with ten days written notice. Owners shall be responsible for removing the antenna or dish before maintenance begins and replacing the antenna/dish afterwards, at their own cost.

Antennas or dishes no longer in service must be removed, together with all related wiring and hardware, within 30 days following discontinuation of service.

Birdfeeders and Birdhouses

Birdfeeders and birdhouses, not to exceed 18" in length, width or height, are permitted but may not be attached to the vinyl siding or obstruct lawn maintenance. Homeowners are responsible for cleanup of feed debris.

Clotheslines

Outdoor clotheslines are not permitted, nor shall clothes or laundry be hung outside or from deck railings or windows.

Doors

Storm doors with full or half glass are permitted as long as the color is white or the same color as the siding or trim.

Change in exterior door color requires Board approval.

Exterior Light Fixtures

An owner is responsible for maintenance of exterior light fixtures.

An owner must replace all exterior light bulbs. Light bulbs for existing fixtures may only be of color and type as originally installed and must not exceed recommended wattage.

The installation of any additional outside lighting, both on the unit and in the yard must be approved by the Board. Damaged light fixture replacement with an identical product is permitted.

Sidewalk lights require ARC approval.

Exterior Siding

No holes or dents may be put in the exterior vinyl siding.

Fences

Fences are not permitted.

Fire Pits

Fire pits are not permitted. Flags

No decorative flags may be exhibited.

Holiday Decorations

Holiday decorations, other than for winter holidays, may remain up for a maximum of three weeks. Winter holiday decorations are allowed from November 15th through the last day of February.

All decorations must be hung without damage to the dwelling. Nails and screws may not be used. Roof clips or other non-damaging methods of hanging are allowed. (See Exterior Siding)

Ornamental Statuary

Approval is needed for placement of benches, statuary, large boulders, etc. in the rocked areas of the yards. Approval will not be given for placement in the grassed areas.

Painting

All painting of the exterior of the dwelling or garage by an owner is prohibited, except for decks, which are to be stained by the owner at their discretion. An owner may "touch up" any painted areas such as thresholds, garage trim, and doorways without the consent of the Board. The same exterior paint color and type that is on these items must be used. Painting does not include staining of the deck which is covered under Decks and Patios.

Rain Gutters

Gutters matching the color and style of original gutters may be added without Board approval.

Recreational Equipment

No permanent recreational equipment may be erected upon or under or affixed to any portion of the dwelling, deck, patio or yard. This includes, but is not limited to basketball hoops, volleyball net standards, sand boxes, play equipment and similar equipment. All damage to landscaping resulting from recreational activities is the responsibility of the owner. No swing sets or gym sets are permitted. No hot tubs or spas are permitted.

One sign announcing the sale of the unit may be displayed. This is to be a "step-in" sign only, no post signs allowed. The sign must not exceed five square feet and must be placed in front of the dwelling.

For sale signs must be removed at the time of property closure.

All signs shall be governed by Chapter 24 of the City of Maple Grove ordinance.

Solar Panels or Skylights

Solar panels will not be permitted. Skylights and Solar tubes may be permitted but require Board approval.

Storage Sheds

Storage sheds or any other additional building or structure, either attached or detached, temporary or permanent, are not permitted.

Windows

Only curtains, drapes, blinds, shutters and shades are to be used for permanent internal window coverings.

No changes to exterior appearance are permitted.

Security bars on windows are not permitted.

Part II

RULES AND REGULATIONS

In addition to the architectural controls established by the Declaration, the Declaration also authorizes the Board to adopt rules and regulations that permit the Board to prohibit activities that may constitute a nuisance or hazard to other members of the Association. The Board has adopted the following rules and regulations.

Business Use

Each unit is for ordinary residential use. No observable business activity, such as signs, advertising displays, bulk mailings, deliveries or visitation or use of the Unit by clients, customers, employees or independent contractors, whether for profit or otherwise, will be permitted.

Garages

Owner/Residents are encouraged to park their cars inside the garage whenever possible. Garages may not be converted to any other use, such as family rooms or bedrooms.

Cooking grills shall not be used inside garages.

Changing of oil and other maintenance work on vehicles shall take place only in garages.

Storage of flammable fluid is not permitted except in approved containers. Explosive substances of any kind are not allowed on the property at any time.

For your personal safety and security, overhead garage doors should be closed when unattended.

Garage Sales

Garage sales may only be conducted in accordance with the City of Maple Grove ordinance

Garbage and Trash

The trash and recycling service contracted for by the Association is intended for use by residents in disposing of normal, everyday household trash and garbage. The trash hauling contract does not include the removal of construction debris, furniture, and hazardous materials.

Garbage and recycling containers are to be stored inside the dwelling. Containers should be placed outside for pickup no earlier than dusk the night before, and must be brought inside no later than 10:00 pm the day of pickup. Best efforts must be used to secure trash from blowing around on windy days.

Each unit is allowed one trash bin for weekly pickup. The cost of trash removal beyond the allowed amount will be at the expense of the owner. Arrangements for extra trash removal should be made in advance with the sanitation company.

Owners are encouraged to recycle. Please follow the recycling guidelines of our sanitation company. Boxes and other heavy cardboard must be broken down.

Construction debris, furniture, appliances, and carpet is not part of regular trash. Arrangements for removal must be made by you and at your expense. It is usually easiest (and cheapest) to arrange for removal with the delivery company or contractor.

Owners are responsible for the proper disposal of hazardous materials –examples include paint (unless completely dried), TV's, computer monitors, microwaves, fluorescent light bulbs, vehicle batteries and certain other types of batteries, tires, and motor oil.

Grills

For safety reasons, grills are not to be used in an owner's garage, on the front porch, or covered areas. Grills must be stored out of site from the street.

Noise and Nuisance

All owners and occupants and their guests have a right to quiet enjoyment of their unit. No obnoxious, destructive or offensive activity is allowed, nor is anything allowed which may become an annoyance or nuisance to any other owner, occupant or guest.

Outside Storage

Personal property may not be stored outside of the dwelling or garage. This includes, but is not limited to, bicycles, garbage cans, motorcycles, watercraft and snowmobiles. Lawn furniture and/or grills may be stored on decks/patios through the winter months.

Construction Materials: Construction debris and carpet is not part of regular trash. Arrangements for removal must be made by you and at your expense.

Dumpsters and PODS:

- Are allowed for a maximum of 7 days at a time with at least 2 weeks between dumpsters (A homeowner may apply to the Board for a variance).
- Allowed only on the asphalt with proper protection (boards) under them.
- Placed no closer than 3 feet to the center line between garages.
- Are not allowed to be placed on the grass.
- Owner is responsible for any damages.

Parking

Vehicles shall not be left standing anywhere on the property in a non-operative condition, except in a garage. All vehicles must have current license tags.

Driveways: No vehicles, boats, RV's, trailers, snowmobiles, or other motor equipment shall be stored or parked anywhere outside of a garage except for short-term parking of less than 48 hours on the private driveway of the unit owner. No vehicle shall be parked on the sidewalk/trail nor block any portion of the sidewalk or trail. No commercial truck (defined as displaying business-related lettering, having ladders or racks attached to it, or of a size such that it cannot fit inside the garage with the door closed) shall be parked in the driveway.

Streets: All vehicles, including recreational vehicles and boats, parked in the street must follow city regulations for overnight parking

Payment and Delinquency Policy

The Annual Assessment for each unit is payable in 12 monthly installments, due on the 1st day of each calendar month.

There are Fieldstone Homeowner Association Payment Options available as outlined by our Management Company. It is the homeowners' responsibility to use one of these Options for making the monthly Fieldstone Twinhome Homeowner Association (HOA) payment. Failure in not initiating one of these options does not relieve the Owner of the obligation to make timely payments.

A late fee of \$25.00 per month for each month delinquent will be assessed against all homeowner accounts which were in a delinquent status at the close of business on the 10th of each month. The date received will be the date upon which payments will be credited to the respective Owner accounts.

Payments received will be applied to the oldest outstanding amounts first.

Any account which becomes delinquent by 60 days or more will be referred to legal counsel for collection as described in paragraph 11.7 Payment of Assessments in the Bylaws of Fieldstone Twinhome Homeowners' Association, Inc.. All expenses relating to the collection of an account will be charged to the delinquent Owner.

In addition to late fees there will be a \$30.00 charge (or maximum allowed by statute) for any NSF check received in payment of fees, fines or assessments.

Pets

A maximum of two household pets per dwelling is allowed. No exotic pets are allowed. Pets may not be kept or bred for commercial purposes.

All pets must be maintained in accordance with City of Maple Grove ordinances, which require that all dogs and cats within the city limits be kept under restraint. Dogs and cats must be kept on their own property, in a vehicle or on a leash not to exceed six feet. Unattended pets are not permitted outside of a dwelling.

The owner of the pet is solely responsible for cleaning up after the pet on a daily basis. City code requires anyone who owns or has control of a dog or cat to remove any fecal matter the animal deposits on public or private property. If someone is walking a dog, they must also have in their possession a means to collect and dispose of all the dog's fecal matter. This includes both soiling in the pet owner's yard and in any other yards or the street or sidewalks or trails. It is against littering laws to dispose of pet waste in out lots, sewer drainage areas, or other public property. Disposal must be in the owner's own garbage receptacle.

No pet shall be permitted to bark, howl or make other loud noises, or create disturbances for such a time as disturbs other residents' rest or the peaceful and quiet enjoyment of their units.

Any damage to any part of the grounds maintained by the Association caused by a pet shall be the full responsibility of the unit owner to make restitution. This includes lawn damage, which if not repaired by June 1st will be repaired by the Association at the expense of the responsible unit owner.

Electronic pet fences are not permitted.

Snow removal

Driveways are cleared of snow after snowfalls of more than 1 1/2 inches. Please move motor vehicles to a space already cleared or into your garage.

Rental of Units

The following regulations apply to any owner leasing his/her unit.

1. The unit and its garage must be leased together.
 - The unit may not be subleased.
 - Individual rooms or areas may not be rented to different tenants.
2. Owners who elect to lease their units are to notify the management company in writing no later than the commencement of the lease. This notification must include:
 - A copy of the rental/lease agreement.
 - The name, phone number and e-mail address of the renter and the names of all occupants of the home.
 - The mailing address, phone numbers and e-mail address of the owner of the unit.
 - Name and contact information of a person to contact in case of emergency.
3. Each lease must provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, the By-Laws, and the Rules and Regulations, and that any failure by the renter to comply with the terms of these documents shall be a default under the lease.
4. All rules, regulations and restrictions of the Association apply to all residents, renters as well as owners. Owners are required to furnish a current copy of the Rules and Regulations to their renters.
5. The unit owner is responsible for the payment of the monthly assessment.
6. The unit owner is responsible for the actions of all unit residents, visitors and guests. This includes the payment of any fines assessed and the repair costs of any damages caused to the Property.

Sale of units

Any owner contemplating the sale of a unit is requested to inform the management company of such intent at the time the unit is offered for sale.

The management company will, upon request of an owner, provide Association documents, a statement of unpaid Association fees or assessments, and other information as required by state law. A reasonable charge will be made for the issuance of such.

Within thirty (30) days after the purchase of a unit, the new owner is required to register with the Association and provide the following:

- Names of all occupants and owners of the residence and the address at which the owner desires to receive notices.
- Home and business telephone numbers and e-mail address.

Trespassing

Although the Association is responsible for the maintenance of an owner's lot, such lots are not to be considered public property. Occasionally, management company personnel, Board and committee members will have reason to walk the property, but others are asked to respect the privacy of their neighbors and to refrain from walking on their neighbor's lots.

Part III

REMEDIES

Each owner and occupant, and any other person owning or acquiring any interest in the Property, shall be governed by and comply with the provisions of the Act, the Governing Documents, the Rules and Regulations, the decisions of the Association, and such amendments as may be made from time to time. A failure to comply shall entitle the Association to the relief set forth in Section 14 of the Declaration, in addition to the rights and remedies authorized elsewhere by the Governing Documents and the Act.

Entitlement to Relief

The Association may commence legal action to recover sums due, for damages, for injunctive relief or to foreclose a lien owned by it, or any combination thereof, or an action for any other relief authorized by the Governing Documents or available at law or in equity. Legal relief may be sought by the Association against any owner, or by an owner against the Association or another owner, to enforce compliance with the Governing Documents, the Rules and Regulations, the Act or the decisions of the Association. The Board may refer any dispute, not involving the Rules & Regulations to mediation, e.g. Community Mediation Services, Inc.

Sanctions and Remedies

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

Refer to Declaration Section 6, Section 8.3 and Section 14 to understand the rights and obligations of ownership that refer to remedies.

Costs of Proceeding and Attorneys' Fees

The Association is entitled to recover all of its costs, expenses, and reasonable attorneys' fees, in the collection of any and all delinquent assessments, late fees and fines.

Reporting Violations

Unit owners and residents are encouraged to attempt to resolve individual differences with their neighbors before seeking recourse through the Rules and Regulations channel. An owner or resident may deliver to a member of the Board or the Management Company a written and signed complaint or email stating which rule is being violated, by whom and when (date and time).

The Board or its designee will review each complaint and notify the complainant of the final action taken in each case.

Penalties for Violations

Except as otherwise stated herein, the penalties for violations of the Rules and Regulations of Fieldstone Homeowners' Association, Inc. will be administered as follows for violations that pose no immediate hazard to the Fieldstone Twinhome 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.

- a) First Offense: Warning to the violator by way of letter or posted warning, and/or personal contact.
- b) Second Offense: or non-compliance within 7 days of letter, warning and/or contact: \$50.00 fine for breaking same rule, within 12 months of previous violation.
- c) Third Offense: \$100.00 fine for breaking the same rule, within 12 months of the previous violation.
- d) Fourth or More Offense: \$200.00 fine for breaking same rule, within 12 months of previous violation.
- e) All Fines are Due and Payable with the following month's Association assessment. Any fines not paid when due are subject to the same delinquency policy as set forth in the Payment and 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 \$10.00 will be assessed for each and every day of non-compliance. "Continuing non-compliance" as opposed to "offense", refers to those instances when a Unit Owner or Resident has created a condition that is in violation of the Rules and Regulations. An example would be a deck storage violation, or an unapproved architectural modification, such as non-conforming sidewalk lights.

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 thirty 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 days after the hearing, the Board will communicate in writing the decision to all parties involved. Remedies will be effective immediately.

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

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 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 is open to all members. 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 Unit Owner will be sent written notice of the Board's decision within ten days.
7. The decision of the Board shall be final and binding on all parties.

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

Rules and Regulations Approval Date: 3/14/13

Effective Date: 3/14/13



President Fieldstone Twinhome Home Owner Association

Fieldstone Twinhome Homeowners' Association, Inc.
Architectural Improvement Application and Review Form

Information for Submitting an Application for an Architectural Improvement

The Declaration of the Fieldstone Twinhome Homeowners' Association, Inc. provides that the Association controls the parts of the Units that are visible from the exterior.

Except as expressly provided in Section 8, no structure, building, addition, deck, patio, fence (whether of vegetation or otherwise), wall, enclosure, window, exterior door, sign, display, decoration, color change, shrubbery, material topographical or landscaping change, nor any other exterior improvements to or alteration of any Dwelling or any other part of a Unit which is visible from the exterior of the Unit (collectively referred to as "alterations"), shall be commenced, erected or maintained in a Unit, unless and until the plans and specifications showing the nature, kind, shape, height, color, materials and locations of the alterations shall have been approved in writing by the Board or a committee appointed by it.

The architectural approval process is intended to ensure that proposed changes are consistent with the architectural standards of Fieldstone Twinhomes and will not create an undo maintenance burden for the Association or unduly infringe on the rights of other owners. The owner submitting the architectural request is wholly responsible for the adequacy of the plans or specifications submitted and for determining whether the alterations/improvements comply with the requirements of local and state ordinances.

Instructions [Please Print]

Unit Owner (Applicant) Only the Owner(s) of the Unit can submit an *Architectural Improvement Application and Review Form* (Application).

Address of Unit Identification of the Unit where the proposed alteration is to be made.

Description of Project A description of the nature, location, kind, shape, dimensions, color, materials etc. of the proposed alteration. Use additional pages if necessary. Any drawings or plans and specifications must be included.

Work to be Performed By If a contractor is to perform an approved alteration, a "Certificate of Insurance" evidencing a minimum of \$1,000,000 general liability naming The Fieldstone Twinhome Homeowners' Association, Inc. and a "Certificate of Insurance" evidencing Workers Compensation coverage must be delivered to the managing agent before the alteration is started.

Completion Date Construction must be completed within one year of the approval of the application and the entire project must be completed within 30 days of commencement of any work or upon the delivery of any supplies, whichever is earliest.

No alterations shall be commenced prior to written Board approval and delivery of the insurance certificates (if applicable).

The Application is to be submitted at least 60 days prior to the estimated commencement of construction. Receipt of Application will be acknowledged within 30 days. Written response regarding disposition of the Application will be provided within 60 days, after review by the Architectural Committee and the Board.

The Association may undertake any measures, legal or administrative, to enforce compliance with its "Architectural Standards". In addition, the Association has the right to restore any part of a modification to its prior condition if any alterations were made in violation of the "Architectural Standards", including but not limited to, any alteration made without an approved "Application" or completion of an alteration not in accordance with its submitted and approved "Application".

**Fieldstone Twinhome Homeowners' Association, Inc.
Architectural Improvement Application and Review Form**

Unit Owner (Applicant) _____ Phone (Home) _____

Address of Unit _____ Phone (Work) _____

Email Address _____ Phone (Cell) _____

Description of Project (see instructions) _____

Work to be Performed By (see instructions) _____

Projected Completion Date of Project (see instructions) _____

I have read the instructions and agree to the Association's Declaration Concerning "Architectural Control" and Rules and Regulations.

The proposed alteration complies with applicable building codes and city ordinances.

Signed (Applicant) _____ Date _____

(Do not write below this line)

Date Received _____ Received by _____ Tracking Nbr. _____

Decision [☐] Approved [☐] Disapproved Date _____

Comment _____

Signed _____ Date _____

Title _____

Date of Project Final Inspection _____ Accepted By _____

Comment _____

RETURN THIS FORM TO:

Cities Management, Inc.
2100 Summer St. NE, Suite 280
Minneapolis, MN 55413

Phone 612 381 8600
Fax 612 381 8601
info@citiesmanagement.com