

**BRENTWOOD CONDOMINIUM ASSOCIATION, INC.****RESIDENT RULES AND REGULATIONS**

(As amended February, 2010.)

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
I. Noise and Nuisance	1
II. Pets/Animal Regulations	1
III. Children	2
IV. Motor Vehicles, Parking and Garage Regulations	2
V. Balconies/Patios	3
VI. Common Areas	4
VII. Membership	4
VIII. Rental of Units	4
IX. Architectural and Exterior Regulations	5
X. Security and Safety	5
XI. Party Room	5
XII. Compliance with the Rules and Regulations	8
XIII. Approvals/Disapprovals of Owner Requests	8
XIV. Complaint and Enforcement Procedures	8
XV. Delinquent Dues	9
XVI. Notice of Changes to Rules and Regulations	10
XVII. Fees Applicable to Resident Move-In/Move-Out & Selling of Units	10
XVIII. General Maintenance Responsibilities	10

## **I. NOISE AND NUISANCE**

- A. Each Unit Owner and Unit Occupant shall comply with all applicable laws, ordinances, and regulations.
- B. Nothing shall be done, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants. No Unit Owner or Occupant shall make or permit any disturbing noises to be made on the property by family or guests.
- C. Quiet hours are between 10:00 p.m. and 7:00 a.m.
  - 1. Use of appliances (such as washer, dryer and dishwasher) is not allowed during these hours. Jacuzzis should not be used during these hours.
  - 2. The volume on TVs and stereos/radios/other musical devices should be turned down during these hours so as not to disturb other Unit Owners or Occupants.
  - 3. Garbage should not be thrown down the trash chutes during these hours.
  - 4. When entering or exiting the building during these hours, noise should be kept to a minimum in building common areas and parking lots.

## **II. PETS/ANIMAL REGULATION**

- A. Pets/Animal Restrictions
  - 1. No pets (animals) of any kind except two (2) domestic cats per unit, small fish, and domestic birds may be brought into or kept in or about the premises.
  - 2. All allowed pets (animals) must be kept within the unit and are not to be allowed on the common areas at any time for any purpose.
  - 3. Any disturbance, such as excessive noise or noxious odor, which is caused by any pet (animal) will be cause for an action by the Board to remove or have removed the offending pet (animal) from the Condominium Property.
  - 4. The Board has full and final authority in determining which pets (animals) will be allowed pursuant to the regulation.
- B. Liability for Injuries or Property Damage
  - 1. The Owner of a pet (animal) shall assume full responsibility for personal injuries or property damage caused by such pet (animal) and shall be responsible to indemnify the Association, its Board of Directors, the Managing Agent, and residents and occupants of the various units and shall hold them harmless against loss, claim or liability of any kind of character arising from or growing out of any act of such pet (animal).
- C. Enforcement Procedure Regarding Pet Rules
  - 1. First Complaint & Notice of Offense: Upon the Board's receipt of a written complaint from an Owner or Occupant detailing the nature of the alleged violation, including the date and place of its occurrence, the Board or its representative will notify the accused

Owner of the complaint in writing. The Board's letter shall warn the alleged violator that the continuation of the offense, or a second offense, may result in a fine.

2. Upon the Board's receipt of a second written complaint for the same pet (animal) and upon confirmation of the complaint by the Board or its representative, the offending Owner/Occupant will be notified of the complaint and assessed a \$50.00 fine and will be directed to remove the pet (animal) from the premises, unless the offending Owner delivers to the Board within ten (10) days, a written statement specifying what action to cure the problem will be taken.
3. "Action to Cure" Hearing: Upon receipt of an "action to cure" statement, the Board will schedule the matter for hearing at its next regularly scheduled meeting. The issue for the Board to decide will be whether its order for removal of the pet should be rescinded in light of the proposed "action to cure."

In the event no "action to cure" statement is received by the Board within the ten (10) day period, or if the offending pet's owner does not appear at the hearing, the Board shall direct the pet (animal) be permanently removed from the property by whatever means available under the Rules and Regulations, the Declaration, the ByLaws or by Law.

Any Owner or Occupant who receives an Order from the Board to remove a pet (animal) from the property shall have the time allowed by the Board in its order.

All fines are due and payable with the following month's dues and shall constitute a lien against the unit of the offending pet's (animal) Owner until paid.

### **III. CHILDREN**

- A. Effective March 13, 1989, federal law prohibits discrimination against families with children.
- B. Children shall not play in the halls, foyer, driveways or garage.

### **IV. MOTOR VEHICLES, PARKING, AND GARAGE REGULATIONS**

- A. No vehicles shall be allowed on the property except in designated parking spaces or in the garage.
  1. The parking spaces directly in front of the building are for visitors or for short-term parking by residents.
  2. During the winter months, no overnight parking is allowed in the parking spaces directly in front of the building due to snow plowing.
- B. The Board of Directors has the authority to tow any vehicle parked in violation of these rules and the cost of such towing shall be the expense of the vehicle's owner.
- C. No vehicle shall be left standing anywhere on the property in a non-operational condition. "Operational" is defined as capable of being started and moved under its own power. All vehicles shall have current license tabs.
- D. No vehicle repairs will be permitted on the property, except minor tune-ups.

- E. Recreational vehicles, trucks, and other vehicles (other than automobiles) rated at more than three-quarter ton will not be allowed to be parked on the property except on those spaces which the Board may specifically designate for such parking.
- F. Residents will be responsible for keeping their own garage spaces in a neat and orderly condition at all times.
- G. Garage spaces that do not have lockers may have shelves to organize their possessions on.
- H. Storage of combustible and/or flammable materials is not permitted in the garage areas except in approved containers.
- I. When entering or exiting the garage, drivers must let the garage door open all the way up before closing the door. *(See also X. Security and Safety.)*
- J. When using the car wash area at the end of the garage, you must clean up when finished by using the squeegee or broom to sweep the excess water into the drain.
- K. Speed limit in the garage is 5 mph.
- L. Speed limit in the parking lots and private driveway is 15 mph.

#### V. BALCONIES/PATIOS

- A. Christmas decorations and lights may be placed on balconies/patios anytime after Thanksgiving and shall be removed within fifteen (15) days following January 1.

Residents choosing to decorate with lives trees, wreaths, etc. shall be responsible for removing them from the Brenwood building and grounds at the end of the holiday season. They also shall be responsible for cleaning up any debris (needles, etc.) in the building caused by the decorations.

Decorations and lights appropriate to the celebration of other holidays during the year are permitted for a week before and after such holidays.

- B. Enclosures of the balcony/patio areas shall conform to the style already used on many of these areas. Any other changes or alterations to these areas are prohibited without specific approval by the Board of Directors.
- C. The following are prohibited activities as they relate to the use of the balconies/patios:
  1. Installation of flashing or advertising lights or antenna of any form; posting of signs or advertisements.
  2. Shaking or hanging of garments, rugs, and the like from the balcony railing.
  3. Storage of tires, boxes, bicycles or any item not considered a seasonal balcony/patio accessory.
  4. Wind chimes, bells or any item which creates a noise.

5. BBQ grills on decks are prohibited under the Fire Code of the City of Minnetonka and therefore are prohibited under these rules. BBQ grills on ground level patios must be kept at least 15 feet away from the building.

## VI. COMMON AREAS

- A. Damage to Property caused by misuse or by the moving or carrying of articles thereon shall be paid for by the Unit Owner responsible for such damage.
- B. Hallways/Entry Areas/Stairwells/Elevator are common areas and will be maintained by the Association. Any additions, alterations or decorations must be approved by the Board of Directors.
- C. The hallways, entry area, stairwells, and elevator are to be kept free and clear at all times of any personal property. Owners/Occupants should not have rugs or leave shoes outside unit doors (Fire Code).
- D. Smoking is prohibited in the following common areas: lobby, halls, garage, hobby room, elevator, stairwells, etc. (For rules about smoking in the Party Room, see Rule XI.)

## VII. MEMBERSHIP

- A. The Association will provide the information required by the Minnesota Condominium Act to the prospective buyer upon request in writing to the Secretary or designee. A reasonable charge may be made for issuance of such information.
- B. Upon purchase of a Unit, the new Owner shall register with the Secretary of the Association or designee by informing of name, address, phone number, and evidence of ownership of the Unit and the address at which the Owner desires to receive notices from the Association.

## VIII. RENTAL OF UNITS

- A. No Hotel Service: No owner shall be permitted to lease the unit for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the condominium unit are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. (From Brenwood Declarations, page 3.)
- B. Owner Right to Lease: Other than the obligations in No. 1 above, the owners of the respective units shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in the Declaration and further subject to the By-Laws and Resident Policies. (From Brenwood Declarations, page 3.)
- C. Roommates: The provisions of this Section XIV shall not apply to unit owners who share their unit with roommates who pay rent for occupancy, except that roommates of unit owners must comply with the other provisions of the Declaration, the Articles of Incorporation, the By-Laws, and the Brenwood Resident Rules and Regulations.
- D. Duration of Lease: All lease agreements shall be in writing and for a period of no less than thirty (30) days and no more than twelve (12) months, subject to renewal with the approval of the Board of Directors.

- E. Renewal of Lease: Notice shall be given to the Board of Directors of the owner and tenant's wish to renew the lease at least thirty (30) days prior to the date on which the tenant would be entitled to receive notice of the termination of the lease. In reviewing a lease for renewal, the Board shall consider the record and behavior of the tenant(s) during the tenancy and may either approve or reject the request for renewal.
- F. Compliance with Condominium Documents: The terms of the lease shall be subject in all respects to the provisions of the Brenwood Declarations, the Articles of Incorporation, the By-Laws, and the Brenwood Resident Rules and Regulations such that any failure by the tenants to comply with the terms of such documents shall be a default under the lease. The unit owner shall arrange through the Brenwood Manager to provide the tenant with copies of all the relevant documents and the tenant's acknowledgement of receipt of the documents shall be included in the lease.
- G. Association Dues and Assessments: The obligation to make association dues and assessment payments in a timely manner shall remain that of the unit owner and shall not be assumed by the tenant.
- H. Insurance Requirements: Unless the unit owner provides such insurance, the tenant shall at his or her own expense carry insurance for his/her own benefit insuring his/her personal liability and his/her fixtures, furnishings, and other personal property supplied or installed by him/her. All such insurance policies shall contain waivers of subrogation and specify that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any unit owner or tenant. The tenant is notified that risk of loss of or damage to any furniture, furnishings, personal effects, and other personal property belonging to the tenant which may be stored in any unit, or in, to, or upon Common Elements or Limited Common Elements shall be borne by the tenant.
- I. Right of Entry: The lease must provide for right of entry to the Manager or to any other person authorized by the Board in case of emergency originating in or threatening the unit whether the tenant is present at the time or not; and further must permit the Manager or any other person authorized by the Board to enter the unit for the purpose of performing installation, alterations, or repairs in the mechanical or electrical service, provided that request for entry is at a time convenient to the tenant. In case of emergency, such right of entry shall be immediate.
- J. Assignment or Subletting: The lease must provide that there be no assignment or sublease of the unit without the prior written approval of the unit owner. Should the unit owner give such approval, the person(s) to whom the unit is assigned or sublet shall be subject to the same obligations of tenancy as the original tenant.
- K. Responsibility for Unit Maintenance and Repairs: The lease must state that it is the owner's responsibility to handle all the maintenance and repairs to the unit which are not the responsibility of the Association.
- L. Addendum to Lease: An Addendum to Lease form (obtained from Brenwood Manager), containing the provisions of the Brenwood Rental Rules, must be signed by both unit owner and prospective tenant. The prospective tenant may not take occupancy, and the lease may not become final and binding until this signed form has been given to the Brenwood Manager.

## **IX. ARCHITECTURAL AND EXTERIOR REGULATIONS**

### **A. Architectural Control**

1. No modification, decoration, change or other improvement of any kind shall be commenced, erected or maintained upon the common property which includes the exterior of the building without prior written approval by the Board of Directors. Approval shall not be given until plans and specifications have been submitted to the Board in sufficient detail to assure the proposal's structural and maintenance soundness and its compliance with the architectural scheme of the complex.

### **B. Architectural Regulations**

1. No antenna shall be installed by any unit owner or occupant anywhere on the exterior of the building or common property without prior approval of the Board of Directors.
2. Unit Owners and Occupants shall not place identification or other signs in any place on the property, except for their name on the building directory, mailbox, and unit door.
3. No "For Sale", "For Rent" or "For Lease" signs or window displays or advertising shall be placed on any part of the property by any person, unless specifically approved by the Board of Directors.

## **X. SECURITY AND SAFETY**

- A. Security and safety of self, family, and belongings is a high priority for all Brenwood owners and residents. Such security and safety is maintained only by ongoing compliance with all of the following security measures by all residents.

1. Entry doors shall never be propped open and left unattended.
2. Unknown visitors shall not be allowed into the building. This includes solicitors and delivery people who shall be met at the entry door and escorted within the building.
3. When driving in or out of the garage, residents shall wait for the garage door to close before proceeding.

## **XI. PARTY ROOM**

- A. General rules, covering all activities:

1. Number of persons: The number of persons attending an event shall be limited to 35 in accordance with the Minnetonka Fire Marshall.
2. Hours: Activities shall cease at 1:00 a.m.
3. Prohibited activities: There shall be no activities that are considered illegal or immoral. Although alcoholic beverages are permitted, no beer kegs shall be allowed. Partying shall be contained in the Party room and shall not be permitted to spread out into the garage, elevator or hallways. Nothing shall be taped on the ceiling or affixed to the walls.

4. Smoking: Smoking shall be prohibited at condominium functions, such as parties, potlucks, and meetings. Smoking can be permitted at private parties at the discretion of the owner responsible for the activity.
  5. The Party Room shall be cleaned up and all trash removed by Noon of the following day. \*See C-3(c) for specifics.
- B. Condominium Activities, such as meetings, potlucks, and parties where all residents are notified and invited:
1. Reservations: The Manager shall be notified of the date of the event, so that no conflict of dates arises as other reservations are made.
  2. Charges: There shall be no rental or deposit charge.
  3. Responsibility: Whoever plans the activity (Board, Social Committee, etc.) shall be responsible for making the reservation, supervising the activities, and overseeing the cleanup. All cleanup is expected to meet the requirements detailed in C-3(c)\*. If it does not, the Manager will notify the person responsible, who shall correct the problem.
  4. Informational activities: When a resident reserves the Party Room to host an informational event, such as a coffee party for a candidate for governmental office, or a "sales party" such as a Tupperware Party, the reservation shall come under this "Condominium Activity" category as long as all residents are invited.
- C. Private Parties
1. Reservations: The Party Room may be reserved for the private use of any resident by making a reservation with the Manager.
  2. Responsibility: The resident must remain with the event at all times and is responsible for supervising the activities and the cleanup.
  3. Rent and deposit: Each use shall require at \$10.00 non-refundable fee and a \$200.00 damage deposit to be paid to the Manager at least 48 hours before the event. Following the event, the damage deposit shall be returned within three days, subject to the following deductions.
    - (a) Property damage: If there is damage to the Party Room, its amenities, fixtures or attached facilities, the dollar value of such damage shall be taken from the damage deposit. If the cost is greater than the damage deposit, the Board of Directors may impose a fine upon the responsible resident.
    - (b) Misbehavior: If any behavior at the event is in violation of the Brenwood Resident Policies, requiring the assistance of Brenwood management or the Minnetonka Police Department, the entire damage deposit may be withheld per appropriate action by the Board of Directors.
    - (c) Cleanup: Upon inspection after the event, if the Manager feels that adequate cleanup\* has not taken place, the resident will be promptly notified so that the problem can be corrected. If not corrected, a charge, as determined by the Board of

Directors, shall be taken from the damage deposit before it is returned to the resident.

\*Adequate cleanup" includes the following: removal of all trash to the dumpster, carpeting vacuumed, tile floor cleaned, counter and table tops cleaned, appliances cleaned, bathroom cleaned, and dishwasher emptied.

(d) Party Room use by residents on an occasional, non-exclusive basis: For occasional, impromptu, non-exclusive use by one or more residents, such as playing cards, watching the TV or using the VCR, etc., and where no meals are being served, no reservation is required or fees charged. Residents shall clean up after themselves before leaving the room.

## **XII. COMPLIANCE WITH THE RULES AND REGULATIONS**

- A. Each Unit Owner and Occupant is responsible for full compliance with the Rules and Regulations by all family persons, guests, visitors, lessees, and other persons during the time they are upon or using the Property. By acceptance of Title to a Unit or by the occupancy of a Unit, each Unit Owner and Occupant agrees to hold the Association harmless and indemnify it from and against any liabilities, loss or damages incurred by the Association as a result of any violations by the foregoing persons.

## **XIII. APPROVALS/DISAPPROVALS OF OWNER REQUESTS**

- A. Approval of a request as required by these Rules and Regulations is given upon completion of the following:
  - 1. A written request is received by the Board or its Designee.
  - 2. The Board's approval or disapproval is noted in the minutes of a Board of Director's meeting.
  - 3. Written notification of Approval or Disapproval is received by the requesting member(s) from the Board or Designee.
- B. In the event this process is not completed, the request is considered denied.

## **XIV. COMPLAINT AND ENFORCEMENT PROCEDURES**

- A. Members of the Board of Directors serve without compensation and they are under no special obligation to arbitrate disputes between neighbors, except in cases where their authority is required to obtain compliance with the Governing Documents and these Rules and Regulations. It is therefore provided in the following that complaints regarding rule violations will be accepted by the Board only if the complainant has first attempted and failed to obtain voluntary compliance without official intervention.
  - 1. Complaints about the Rules and Regulations themselves should be submitted in person or in writing at a meeting of the Board of Directors.
  - 2. Complaints regarding rules violations by Owners or Occupants must be submitted in writing to the Board of Directors. The complainant should have already discussed the complaint with the offending party, and must indicate the response received. Anonymous

complaints will not be accepted. Complaints will be kept confidential by the Board of Directors.

3. The Board of Directors will review the complaint at its next regularly scheduled Board meeting.
4. The Board will notify the offending Owner/Occupant of the complaint and allow for a hearing within a reasonable period of time from the Notice.
5. The Board will enforce the Rules and Regulations as allowed within the Governing Documents or by the Rules and Regulations.
6. One of the sanctions which may be imposed by the Board for violations of the Governing Documents or the Rules and Regulations is a fine of up to \$200 for each month in which the violation occurs. The fine is to be assessed against the Unit of the violator and collected in the same manner as Association Dues.

#### **XV. DELINQUENT DUES**

- A. Each year the Board of Directors will levy an Annual Assessment against each unit which will be payable in twelve equal monthly installments. Timely payment of each monthly installment by each Owner is critical to the continued financial health of the Association.
- B. Monthly installments of Dues are due on the first day of each month.
- C. Delinquent payment of dues will incur the following penalties.
  1. Monthly Dues not paid by the 15<sup>th</sup> of the month: \$10 fine or reimbursement of NSF fee.
  2. Monthly Dues not paid by the end of the month: additional \$10 fine. In addition, owner will be advised that the matter will be given to an attorney in fifteen (15) days, and the amount owed will include the assessment, attorney's fees and any late penalties.

The Board empowered to declare the entire remaining balance of the Annual Assessment immediately due and payable in case any monthly installment is not paid within thirty (30) days of the date it was due.

3. Owner's Personal Obligation for Payment of Assessments (as per Declaration #18). No owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit. Both the Board of Directors and the Manager shall have responsibility to collect any unpaid assessments which remain unpaid for more than 60 days from the due date for payment thereof. In the event of default in the payment of the assessment, the unit owners in default shall be obligated to pay interest on the amount of the assessment from the due date thereof, together with all expenses, including attorney's fees incurred together with such late charges as set by the Board of Directors. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.
4. Assessment Lien. All sums assessed but unpaid for the share of common expenses, charges, fees, attorney fees, or fines levied by the Board of Directors, upon any unit shall constitute a lien on such unit superior to all other liens and encumbrances, except only for

tax and special assessments liens on the unit in favor of any assessing unit, and all sums unpaid on a first mortgage of record, including all unpaid obligatory sums as may be provided by such encumbrances. (See Declarations #19 for balance of terms/conditions.)

**XVI. NOTICE OF CHANGES TO RULES AND REGULATIONS**

- A. Prior to the effective date of any changes in the Rules and Regulations, the Board of Directors will provide reasonable notice to the members of the Association.

**XVII. FEES APPLICABLE TO RESIDENT MOVE-IN/MOVE-OUT & SELLING OF UNITS**

- A. Move-In and Move-Out Fees go directly to the Caretaker for labor. Any damage caused by moves to be determined on a case-by-case basis whether an assessment will be made or if Caretaker can address/fix.
  - 1. Move-In Fee of \$100 to be paid by the New Owner or Landlord of New Renter/Tenant prior to furnishings being moved into a unit. The Caretaker should be contacted at least 24 hours prior to move-in.
  - 2. Move-Out Fee of \$100 to be paid by the Former Owner or the Landlord of a Former Renter/Tenant prior to the time the former resident moves their furnishings out of a unit. The Caretaker should be contacted at least 24 hours prior to move-out.
- B. Fees for Association documents Sellers are required to provide to Buyer.
  - 1. Sellers are required to provide the Buyer, at the time of an accepted offer, a copy of the following association documents: Articles of Incorporation, By-laws, Declarations, Resident Rules and Regulations; and the most recent Annual Report. The Manager will provide copies of any missing document(s) for a fee of \$100.
  - 2. Disclosures, required at the time of a sale, are a \$50 fee payable to the Manager.

**XVIII. GENERAL MAINTENANCE RESPONSIBILITIES**

*As stated in the Declaration for Brenwood Condominiums, dated December 16, 1987, and clarified by the Minnesota Common Interest Ownership Act (effective June 1, 1994).*

- A. If damage occurs (and/or if expenses are incurred) involving common or limited common property, and these are the result of an occupant's or guest's abuse, oversight or neglect, or are due to an accident involving an occupant or guest, the responsible homeowner will bear the cost of repairs, replacement, and/or services required.

<u>Item</u>	<u>Responsibility of:</u>	
	<u>Association</u>	<u>Homeowner</u>
1. Exterior walls of building, including all walls and partitions in common area	All	
2. Walls in units (interior and perimeter)	All structural	Wall coverings & decorations
3. Doors: common areas and entrance to units (except when damage is incurred by affixed objects)	All	

<u>Item</u>	<u>Responsibility of:</u>	
	<u>Association</u>	<u>Homeowner</u>
4. Doors: located inside units		All
5. Windows (except on finished porches)	All	
6. Screens – damaged or missing		All
7. Central and appurtenant installation for <u>common area services</u> , wherever located (power, light, phone, gas, hot and cold water, heat, security, pipes, ducts, wires, cables, conduits, air conditioning)	All	
8. Unit air conditioning (including air conditioning unit on roof and air filter in unit)		All
9. Elevator, tanks, pumps, motors, fans, compressors, and control equipment for <u>common service areas</u>	All	
10. Sewer pipes	All	
11. Plumbing – bathroom fixtures (sinks, showers and tubs)		All
12. Bathroom fittings/parts		All
13. Commode/parts		All
14. Plumbing fixtures (faucets, exposed pipes, traps, etc.)		All
15. Floors	Underneath finished surfaces	Finished surfaces
16. Ceilings	Underneath finished surfaces	Finished surfaces/ stippling
17. Roofs, halls, corridors, lobbies, stairs, stairways, elevator, entrances and exits of building	All	
18. Yards, gardens, parking area, driveway, storage areas	All	
19. Appliances and parts: Washer, dryer, dishwasher, disposal, stove, refrigerator, and other		All
20. Millwork furnishing & cabinetry		All

<u>Item</u>	<u>Responsibility of:</u>	
	<u>Association</u>	<u>Homeowner</u>
21. Electrical: Sockets, switches, light fixtures, parts		All
22. Smoke detectors, sprinkler heads	All	
23. Storage areas – upper (resident) floors	All	
24. Storage units – garage		All
25. Windows, screens, and floor covering in finished patios and porches		All