

**THE MASTERS AT DEACON'S WALK  
ASSOCIATION**

**RULES AND REGULATIONS**

**Approved 2016**

## **RULES AND REGULATIONS INDEX**

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**The Masters at Deacon's Walk Association Rules and Regulations**  
**Introduction**

For all Owners and their residents who reside in The Masters at Deacon's Walk (the "Association"), the goal of the Association is to provide the highest quality of residential living that can be obtained by all. The purpose of the Rules and Regulations is to ensure uniform operating and administration of the community and to regulate the use of the property, providing standards of behavior and reasonable guidelines for all residents and their guests that are necessary for an effective and harmonious community.

These Rules and Regulations rely on each person's cooperation. By accepting title to a home within the Association, Owners are responsible for the actions of their residents and guests, who are obligated to abide by all governing documents of the Association.

The Board of Directors is charged, under Article IV, Section 1 and 2 of the Declaration to enforce Rules and Regulations that conform to the Association's governing documents. The Bylaws, Article III, solely task the Board of Directors with managing all affairs and business of the Association and in section A, adopting and publishing Rules and Regulations.

In the event there is any conflict between the rules and the Bylaws, Declaration, or the Act, those governing documents control. Rules and Regulations may be amended from time to time by the Board of Directors, with notice provided to Owners prior to implementation.

**General Regulations**

Whenever the Rules and Regulations refer to an "Owner", the term shall apply to the Owner of the unit, their family or other residents, employees, agents, guests or others allowed on the property by such Owner. Under the Declaration, Article V, 5, the Owner is responsible for all actions of any person they invite to the property.

- A. Reference to the Board of Directors may also include any management contractor the Board retains on behalf of the Association.
- B. The Common Elements of the Association are all areas outside the Unit platted lot.
- C. The Association has no Limited Common Elements. All portions of the property are Common Areas or Unit Lots.
- D. Article I, Section 7 restricts use of a unit to residential purposes. Business use allowed includes use of a computer, files and phone within a unit, but does not include employees, deliveries or other actions of a business.
- E. Article III, Section 2, B, regulates the conduct of residents and guests, specifically involving noise and engaging in activities that violate the rights of neighboring units to a quiet environment. Please refrain from disturbing noises between 10:00 PM and 7:00 AM weekdays and 9 PM to 9 AM on weekends and holidays. This is a city ordinance violation and includes horns, radios or electronic devices, yelling, animals, vehicle defects (backfiring, mufflers, etc.), and repairs (hammering and similar). Residents may view the Blaine City Ordinances at [https://www.municode.com/library/mn/blaine/codes/code\\_of\\_ordinances](https://www.municode.com/library/mn/blaine/codes/code_of_ordinances).

## **Residence Leasing**

Per the Declaration, Article VII, J, Owners are allowed to lease their unit subject to restrictions. Residences shall be leased exclusively as private, single family residential dwellings. The Association requires that any Owner planning to rent their home inform the property manager of their intention prior to doing so. Owners who lease their homes must comply with the following policies related to residence leasing:

- A. All Owners are subject to the Blaine City Ordinance regarding Licenses for Rental Dwellings. Such code includes the requirement of obtaining a license from the city **PRIOR** to rental. The Board of Directors requires a copy of this license prior to occupancy of the unit by a tenant. Tenants are persons who occupy a unit, without the Owner also occupying the unit, who are not immediate family members of the Owner.
- B. Units shall be leased exclusively as private, single family residential dwellings to individuals eighteen (18) years of age or older.
- C. Prior to occupancy by the tenant of the unit, the Owner must also provide the association with the following:
  - a. A copy of the executed lease, which must subject the tenant to the Governing Documents and Rules and Regulations and the Act, and state that a failure to comply with this provision is a default under the lease. Signature by all adult tenants and the Owner of this section of the lease is required. The lease must prohibit sub-leasing and not allow additional tenants (persons residing in the unit for longer than seven (7) days), without a subsequent lease being provided to the Association.
    - i. The tenant names and emergency contact data must be provided.
    - ii. Units must be leased to individual parties to be used as their primary residence and for no other purpose.
    - iii. The Owner must supply a notarized statement that they have performed a background check of the tenants.
- D. The Owner must have on file at the Association their mailing address, home and other phone numbers. The owner is responsible for paying the assessment under the Declaration.
- E. All correspondence regarding Association matters is between the Association, their Management Company and the Owner. The responsibility for tenant notification lies solely with the Owner of the unit. The Owner is responsible to pay the monthly assessments or other assessments (special, fees, fines, late charges, violations and legal fees), to notify the tenant of any changes to the governing documents or rules, to ensure the tenant complies with the rules and to remedy any violation or pay any fine as a result of their tenant's actions.
- F. Absolutely no signage may be erected advertising the rental of any unit.
- G. The tenant may not make any architectural changes to the exterior. The homeowner must follow the Architectural process indicated in these Rules and Regulations.

H. Any Owner in violation of the Blaine City Ordinance shall be reported to the city. A violation of Sections A – H above may result in a \$100.00 fine.

#### Garages and Driveways

Article VII, Section I and G and Section I of the Master Association Declaration restricts parking as indicated below. The Board of Directors has set forth other Rules and Regulations regarding parking in the community in addition to those provided in the documents:

- A. Maintenance and repair of homeowner's vehicles within the garage is permitted or on the Owner's driveway is permitted, as long as such repairs are not of a potentially dangerous nature and are not a disturbance to neighbors.
- B. Unlicensed, inoperable vehicles, motor vehicles, motorhomes, boats, recreational vehicles, snowmobiles, trailers, campers, commercial vehicles, and similar, may not be kept anywhere on the exterior of the property in the community for more than forty-eight (48) consecutive hours, without written permission, in advance, by the Board of Directors (Declaration VIII, G, I). The Board may tow any motorized object or trailer in violation.
- C. Vehicles must be removed from the driveways to allow for plowing. If vehicles remain in the driveway, the owner is responsible for all snow removal.
- D. Cars parked on the street must be parked in a manner to not obstruct mail delivery, fire hydrants, or egress to or from an Owner's driveway. If a vehicle is in violation, because the street is city property, the police shall be contacted.

#### Architectural Requests & Exterior Restrictions

The Declaration Article VI, sets forth the requirements for architectural requests and all changes to the Units, Lots or Common Areas within the community. No "building, pool, fence, wall, deck or other structure... or any exterior alteration to or change" made without advance written permission by the Board of Directors following the request process. These changes include adding or removing patios, trees, plantings of any type, painting, windows, doors, new cable or any satellite dish install, changes to heating or air conditioning that alter size or location, ponds, or any other item contained on the exterior. The policies contained within these Rules and Regulations clarifies the guidelines related to architectural changes and the exterior. An Architectural Request Form is located in Appendix B, a Maintenance Responsibility Checklist in Appendix D and Satellite Dish requirements in Appendix E.

- A. An Architectural Request form must be submitted and written approval provided in advance before changing any of the items included above. There are no exceptions. Should a request not be submitted, the change or addition is considered in violation and denied.
- B. The Board shall review any request and deny or approve within forty-five (45) days of submission. It may be necessary to also submit the request to the Master Association. The request should be as detailed as possible and include drawings, contractor data, permit information, and other data that may be required by the Board of Directors or the Master Association in order to approve the request.

- C. The Declaration, Article VII, D, requires that trash be stored in containers stored in the garage and placed out the day of pick-up and returned to the garage the evening of pick-up.
- D. Tents, camping equipment, etc., are not allowed per Article VII, F.
- E. Article VII, Section 2, E allows regulation of the exterior appearance of the community. The following are rules regulating the exterior:
  - i. Outside storage of personal property is not permitted. The exception is that patio décor, patio furniture, potted plants, and grills are allowed on patios and decks. Potted plants are allowed at the entries, the shared drive area abutting the turf, and in garden beds. Grills must be pulled away from the unit at least ten (10) feet prior to use and during cool down. If the siding is damaged, the owner shall be assessed the cost of repair/replacement.
  - ii. Playhouses, swing sets, sandboxes, play equipment, pools of any nature, or clothes lines are not allowed.
  - iii. All exterior lighting is regulated by the architectural request process, including in ground plant lighting, flag lighting, unit or grounds lighting and requires advance permission to install.
  - iv. Advance approval is required for fountains, bird feeders and bird baths. These items may not be placed on the lawn and must be removed from entry areas and walkways prior to snow removal. Vendors (both summer and winter) and the Association are not responsible for any damage to décor or personal items on the owner's exterior. Seasonal décor must be stored in the off season and removed within thirty (30) days of the relevant holiday. Winter contractors, including those removing snow, cannot be responsible for damages. Holiday Lights may be hung from trees and shrubs. Lights may be hung on the homes with suction cups, siding clips or approved items but not with the use of nails or screws.
  - v. Fire pits are not allowed on the property. Firewood for wood burning fireplaces must be stored inside the garage or unit.
  - vi. Flags and Signs - Flags, aside from the American flag, are not allowed in the front of units. American flags should be in good condition (not tattered) and should not be flown 24x7 as the federal required lighting is not an option in the community. Signage, outside of a For Sale sign, is not allowed without advance permission in writing. This includes, advertising, etc. For Sale signs may not be more than five (5) square feet.
- F. Failure to request in writing such modifications or to commence changes without written approval by the Board of Directors or their appointed committee in advance of such commencement subjects the Owner to a fine of \$100.00, or the cost to restore/remedy, and any and all legal fees associated with failure to comply.

### Pets

The Association allows pets with the following requirements:

- A. Pets shall be housed within a unit. No exterior pet runs, houses, cages or other are allowed.
- B. Owners must immediately remove waste and dispose of it properly. Pet waste may not be stored outside in containers. Lawn damage caused by pets must be remedied. This should be done in the spring (dirt, seed and sod if needed) and throughout the summer if damage occurs. If the Owner does not remedy, the Association may contract for repairs and assess the Owner.
- C. Pets must be leashed at all times when on the exterior of the dwelling. There are no exceptions. The City of Blaine ordinances apply and the dog catcher/animal control should be contacted if pets are running loose.
- D. Barking dogs or "excessively noisy pets," per the Blaine Ordinances, are not permitted and the police or animal control may be contacted.

### Homeowners Concerns

Homeowners should contact the property manager to report violations, request repairs or ask questions regarding the community. The contact information is in Appendix A.

- E. Members of the Board serve without compensation. They are under no special obligation to arbitrate disputes between homeowners. Homeowner disputes are legally considered a private party matter and Owners shall resolve such disputes or take personal legal action to resolve them. While Owners may apprise the Association of the issue, if such matter does not concern an item contained within the governing documents of the Association (i.e. pet issue, noise violation) it shall be considered a personal matter for the Owners to resolve.
- F. The Board shall enforce all Rules and Regulations with all homeowners equally.
- G. Owners may not intervene with contractors hired by the Board and retained to maintain the Common Areas or units. All concerns must be provided to the property manager directly.

### Violation Enforcement

Violations of the Association shall adhere to the Declaration, Section 14, Compliance and Remedies.

- A. Notification in writing shall be sent to the Owner stating the violation and providing the owner a timeframe to remedy (correct) the violation or request a hearing. A hearing request must be in writing.
- B. The Board shall grant such hearing within thirty (30) days of the hearing request. If the Owner fails to appear, the hearing right is waived and the Board may take action pertaining to the violation.
- C. Hearings are conducted in closed session and Board members with direct involvement must excuse themselves from the hearing process. Deliberation on the matter is completed AFTER the hearing,

in closed session of the Board, without the homeowner present. The decision of the Board related to all hearings regarding violations is binding and final and shall be delivered in writing to the Owner within ten (10) days of the hearing.

- D. If the violation is not corrected, or, if the Owner does not request a hearing or fails to appear at a hearing, a fine shall result for non-compliance or the violation offense, a letter notifying the Owner of the fine shall be sent.
- E. Any and all fines that remain unpaid thirty (30) days after the date of the letter may be subject to collections action allowed under the law to remedy the violation to the Associations satisfaction.
- F. The Declaration, Article III, E, allows fines for violations. Below is the fine process relative to non-remedied violations:
  - a. First Violation- Written notice shall occur and provide a period of time to remedy or request a hearing regarding the matter.
  - b. Non-compliance with a First Violation Notice shall result in a fine of twenty-five (\$25.00).
  - c. Subsequent Violation Notices or continued non-compliance within a twelve month period shall result in either (1) a fine of one hundred dollars (\$100.00), (2) remedial action by the Board with assessment to the owner for the cost to remedy, or (3) legal action to resolve the violation matter.

Please note that the owner of the unit is assessed all costs to remedy or associated with retention of an attorney under the delinquency policy in the legally binding Declaration.

## APPENDIX A

### MANAGEMENT COMPANY CONTACT INFORMATION

The Property Manager should be contacted for all questions, concerns and repair requests. The mailing address for the manager can be used for correspondence and to make payments, if the Owner does not have the Association's bank mailing address. Cedar Management, Inc. is the selected property management company for the Association.

#### Management Company Contact and Mailing Address:

~~Sue Thaxton, Property Manager  
C/O Cedar Management, Inc.  
7260 University Ave NE, #200  
Fridley, MN 55432~~

*As of April 1, 2018,  
information on this page  
is obsolete.*

*Current information  
is available at  
[www.omegabm.com](#)*

Omega Property Management

Initial Inquires:

[service@omega-mgt.com](mailto:service@omega-mgt.com)

or 763-449-9100.

This is the Omega Property Management's Service Center, which strives to respond within 24 hours.

Omega Contacts:

Kathy Roth, Property Services Coordinator

763-512-4333

[kroth@omega-mgt.com](mailto:kroth@omega-mgt.com)

Nicole Doeden, Association Manager

763-512-4380

[ndoeden@omega-mgt.com](mailto:ndoeden@omega-mgt.com)

Lance Stendal, CMCA, President

Omega Homeowner Login:

<https://omega-mgt.com/login/>

#### Insurance:

Owners receive a copy of the declaration page of the policy annually and must contact the insurance provider directly to receive a copy naming the mortgage company or have their agent contact the insurance company for detailed information on coverage.

**APPENDIX B**  
**THE MASTERS AT DEACON'S WALK**  
**APPLICATION**  
**FOR**  
**ARCHITECTURAL OR LANDSCAPE MODIFICATION**

Owner's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Subject Property Address: \_\_\_\_\_

**ARCHITECTURAL OR LANDSCAPE MODIFICATION AGREEMENT**

I, \_\_\_\_\_, the undersigned, being the owner of the above mentioned property located in the **Masters at Deacon's Walk**, hereby apply to the Board of Directors for approval of proposal described below. I acknowledge that I have received and read the Association's rules related to Architectural requests in the Declarations regarding Architectural Control and I hereby agree to all conditions and requirements stated in that document.

**ITEMS THAT REQUIRE APPROVAL IN ADVANCE INCLUDES** adding or removing patios, trees, plantings, painting, windows, doors, new cable or any satellite dish install, changes to heating or air conditioning that alter size or location, ponds, or any other item contained on the exterior.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Board Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Board unapproved: \_\_\_\_\_ Date: \_\_\_\_\_

Reason for unapproved request: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Brief description of the proposed change or modification: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and address of contractor: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Attachments:

<input type="checkbox"/> Drawings & Plans	<input type="checkbox"/> Specifications
<input type="checkbox"/> Manufacturer's information	<input type="checkbox"/> Other

## **APPENDIX C**

### **Masters at Deacon's Walk**

### **Delinquency Policy**

#### ***ASSESSMENTS ARE DUE ON THE 1<sup>ST</sup> OF THE MONTH:***

- Annual Assessments are due on the 1<sup>st</sup> of each month.
- The board has established a grace period that ends the tenth (10<sup>th</sup>) of each month. Should the full balance due not be paid on the 10th, the Owner shall be assessed a late fee of fifteen dollars (\$15.00) and may charge the greater of fifteen dollars or 10% per annum if such delinquency continues.

#### ***NOTIFICATION WILL OCCUR:***

- After the last day of each month, all homeowners with an outstanding balance shall receive a notice and copy of their statement.

#### ***THE ASSOCIATION'S OPTIONS IF THE BALANCE REMAINS UNPAID:***

- A judgment may be filed in conciliation court.
- The account may be turned over to an Attorney for collections action, which may include judgment or foreclosure on the unit.
- A lien is automatic upon the Unit when the account becomes past due; an active lien may be filed should the account be turned over to a law firm for collections.
- Fees, charges, late charges, fines, interest and legal fees are charged to the Owners account.

#### ***PAYMENTS WILL BE CREDITED IN THE FOLLOWING ORDER:***

- FIRST Late fees and interest
- SECOND Other fines, fees and charges
- THIRD Past due assessments
- FOURTH Current month assessments

## APPENDIX D

### RESPONSIBILITY CHECKLIST

This Responsibility Checklist is provided as a convenient, simplified means of communicating some important information to you. Maintenance responsibility is defined per Article V of the Declaration. Pre-Approval via the Architectural Request Process is required as indicated. The Board schedules replacement and major repairs in the reserve and minor repairs in the operating budget and all work is subject to Board approval per the budget. Per the Bylaws and the Declaration, the Board of Directors is solely tasked with all maintenance allocated to the Association, including the retention of vendors, oversight of work, and determination of work. At no time should any owner interfere with the work of contractors on the property.

Maintenance Repair Item	Association Responsibility	Homeowner Responsibility	Architectural Form Required for Changes
Air Conditioner/Heating, Equipment & Base. ARC request required if expanding size/change in location (includes furnace vents)		X	X
Common Area and Unit Landscape, Grass, Trees, Shrubs	X		X
Concrete – Entry Stoop, Steps (and rail), Walkway		X	X
Decks/Patios		X	X
Doors – Entry, Storm and Patio		X	X
Paveway Repair and Replacement		X	X
Electrical Outlets - Interior/Exterior		X	
Exterior Faucets		X	
Exterior Light Fixtures Front Unit Replace	X		
Exterior Light Bulbs		X	
Exterior Siding (along with all trim, soffit and fascia, flashing including paint)	X		
Exterior Phone, Cable, Dish Wiring		X	X
Fencing or Retaining Walls, Common	X		
Fireplace (including chimney cap)		X	
Foundations		X	
Garage Door (except hardware)	X		
Gutters & Downspouts	X		
Pest Control – All		X	
Retaining Walls (between units @ lower BR)	X		
Railings (steps and deck)		X	X
Roof Shingles, Roof Vents	X		
Sewer Within the Lot		X	
Snow Removal drive and Walk	X		
Vents (bath fan, kitchen fan), Ducts, Fireplace, Pipes, Attic, Unit Interior		X	
Windows and Window Glass		X	X

# APPENDIX D

## Television Antenna and Satellite Dish Installation Guidelines 2015

### Television Antenna

<b>Criteria</b>	The antenna must be installed solely inside the owner's attic.
<b>Mandatory Grounding</b>	To prevent electrical and fire damage, antennas shall be permanently grounded in accordance with all applicable electric and building codes.

### Satellite Dish – Requires Architectural Approval In Advance of Install

<b>Criteria</b>	<ol style="list-style-type: none"> <li>1. The dish must be less than one meter in diameter—approximately 39 inches.</li> <li>2. It shall not be installed higher than absolutely necessary on the roof for reception of an acceptable signal and should be installed in an area not viewed from the front of the unit.</li> <li>3. The dish shall be completed so that it does not materially damage individual dwellings or void any warranties of the Association or other owners, or in any way impair the integrity of the building.</li> <li>4. If penetration of the roof is necessary, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes to prevent structural damage to the building and residences from moisture. The Owner shall be responsible for all maintenance, replacement, and removal associated with installation of a dish that requires penetration of roofing or any other exterior building surface.</li> <li>5. The contractor or vendor must be licensed and insured.</li> </ol>
<b>Cost of Repairs</b>	<p>Repairs made necessary by the installation, operation, maintenance, replacement, or removal of a dish will be assessed against the owner. Owners are responsible for all associated costs including but not limited to:</p> <ul style="list-style-type: none"> <li>--placement/replacement, maintenance, movement of, or removal of the dish, <i>including costing associated with re-roofing of the unit, where the dish will need to be removed and reinstalled.</i></li> <li>--reimbursement to the Association for damage caused by the dish installation.</li> <li>--damage repair to any property caused by the dish installation, maintenance, use, or removal.</li> <li>-- medical expenses incurred by persons injured by the dish installation, maintenance, use, or removal.</li> </ul>
<b>Safety</b>	<p>A dish must be secured so that it does not jeopardize the soundness or safety of any structure or the safety of any person at or near the dish, including damage from wind. Installation of the dish will withstand eighty (80) mile-per-hour winds and a two (2) inch ice coating.</p>
<b>Cable Exposure</b>	<p>Exterior wiring shall be installed so as to be minimally visible. Coaxial cable shall not be exposed along the roof or wall surfaces of the structure for a total linear distance exceeding forty-eight (48) inches. The cable placement and fastening shall be installed in as inconspicuous a way as possible.</p>