

Morningview Cottages Homeowners' Association

Rules & Regulations

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Welcome to Morningview Cottages Homeowners' Association in Apple Valley, Minnesota.

Townhome living is a unique style of home ownership, blending many benefits of single-family ownership with many benefits of a Townhouse lifestyle. Townhome owners face certain restrictions, however, that are not generally applicable to single-family ownership. Many of these restrictions are necessary to maintain the continued safety, attractiveness, uniform appearance and value of our community.

This manual informs you of the rules and regulations that govern this Association as well as the procedures that must be followed when any change, modification or alteration to the buildings and grounds is considered. Each homeowner's thoughtfulness, cooperation and participation are essential ingredients to making our community a safe and an enjoyable place to live.

The affairs of this Association are administered by a member-elected, volunteer Board of Directors (hereafter referred to as the Directors). These Directors have a fiduciary responsibility to take appropriate action to uphold the common interests of the Association and its buildings and grounds. The Directors are obligated to run the Association according to its registered legal documents: The Articles of Incorporation, Declaration of Covenants, Restrictions, Easements and By-Laws, which homeowners should receive from the seller when their townhomes are purchased. Each homeowner should be familiar with the content of these documents. Additional copies of these documents may be obtained from the Association's property management company.

The Directors have created the Association's Rules and Regulations to which all members must abide. This manual reflects these current rules and regulations.

The order of ruling is as follows with the highest ruling listed first:

1. Articles of Incorporation
2. Declaration of Covenants, Restrictions, Easements (directed by homeowners with majority vote needed to amend)
3. By-Laws (required by law)
4. Rules and Regulations (directed by Board of Directors as elected by homeowners)

General Information

The Homeowner's Association is governed by the Declaration of Covenants and Bylaws, which are designed to maintain the common areas as well as provide guidelines for enhancing the overall appeal of the community thereby protecting property values. By accepting the Association's Governing Documents, you have agreed to abide by the Declaration of Covenants and Bylaws.

Annual Membership Meeting

The annual membership meeting of the Association is held in the spring, with the date and place decided by the Board of Directors. During this meeting, activities of the past year are reviewed and officers for open positions on the Board of Directors are elected by Association members.

Association Dues and Individual Assessments

Annual assessments are determined by the Board of Directors and communicated to the community at least 30 days prior to the new fiscal year. As a courtesy, the annual assessment is broken into 12 monthly payments. Association dues are paid monthly by using your Bank's Bill Pay Service, by using management ACH services or by mailing your check with the coupons provided in December of each year. Members should contact the property management company if they have any questions.

The Board believes that it is in the community's best interest to keep dues collections uniform and consistent for all homeowners. Acting on behalf of the homeowners, the Board has adopted an Assessment Collections Policy. The Board's intent in passing this policy is to protect the Homeowners Association and all who live in the Association.

Important Aspects of the Policy

The Association Assessments are assessed to your account on a monthly basis, on the first of the month. The Association stipulates full payment upon being assessed. Any Assessments not received by the Association by the 15th day of the month will be considered delinquent.

As of October 2023, the following collection terms will apply as defined in the Collections Policy.

1. 15 days: The Association's Agent shall send the Accountholder a late payment email and impose a late fee of \$20.00.
2. 45 days: The Association's Agent shall send the Accountholder a second late payment letter and impose a second late fee equal to that imposed previously.
3. 60 days: The Association's Agent shall send the Accountholder to the Attorney and the attorney will notify the owner that the Association may seek to impose a lien on the Accountholder's unit or other legal action if the account is not paid in full. All Legal fees

incurred are added to the amount owed to the Association. Foreclosure action may also be taken for unpaid annual assessments.

The Governing documents allow the Board of Directors to demand payment of the Annual Assessment in full when instances of late payments occur.

Please contact the Association Community Manager to address any questions that you may have on this matter.

From time to time, special assessments may need to be collected from owners for unanticipated repairs/upgrades to Association property/buildings. All owners are then assessed equally in accordance with the provisions of the Declaration of Covenants, Restrictions and Easements.

Association Management

The Association's property management company is hired by the Directors. This property management company manages the day-to-day activities of the Association and regularly communicates with the Directors. The management company reports and takes direction from the Board of Directors only. Since Directors volunteer their time, the property management company:

1. Oversees the Association's interests
2. Presents financial data and analysis
3. Makes CD (and other) investment recommendations
4. Processes owner payments
5. Provides reliable vendor names for Association maintenance projects
6. Works with the Board on specifications and seeking bids
7. Tours association for violations
8. Monitors Association property for scheduled services and projects
9. Handles emergency and non-emergency calls - All emergency and non-emergency issues should be directed to the property management company. If an after-hours emergency occurs use the direct number to contact management company.

Common Grounds and Building Exteriors

Morningview Cottages has a process for any changes, additions, or deletions to the exterior of a homeowner's unit or to the common grounds. Any changes must be approved by the Directors. Please download the form from the HOA's website or contact the management company for the ACC change form.

The Association is responsible for the maintenance of the common grounds and building exteriors with limitations. The Directors contract for grounds-maintenance services, landscaping and trees, which includes sanitation removal, lawn care and snow removal. Damages caused by these contractors and their employees are the responsibility of the contractor. These damages should be reported immediately to the Association's property

management company. Damages caused by vandalism should be reported immediately to the Apple Valley Police Department and the management company.

No noxious or offensive activity shall be carried in any townhome or on the Common Elements: nor shall anything be done therein, either willfully or negligently, which may be or may become an annoyance or nuisance to the other owners or occupants. No owner or occupant shall make or permit any disturbing noises to be made on the Property by family or guests. The City of Apple Valley has noise ordinances, including “Quiet Hours” from 10 pm to 7 am weekdays and 10pm – 7am on weekends. This includes loud radios both at home and in your car.

Owners, occupants and their guests shall not at any time enter upon the roof of any townhouse without the consent of the Association.

Insurance

Insurance on the Buildings & Common Properties are covered under one Master Insurance policy. Insurance is covered in the monthly Association dues. Homeowners need to insure the interior of their units and the contents inside. Homeowners should discuss their specific insurance needs with their agent and, if necessary, to ensure adequate insurance coverage in an HO6 policy and the deductible loss assessment coverage. Homeowners should report any damage to common grounds or buildings to the Association's property management company as soon as possible.

Contractor Interface

All Association contractors (those whose contract is with the Association, not with individual homeowners (e.g. lawn care, snow removal, sprinkler maintenance) and their employees may not meet with or take direction from individual homeowners on any issue without prior Board approval. Board approval will normally require that a Board member or Property Manager be in attendance during the contact. Association contractors can take direction only from the Property Manager or the Board.

If a homeowner contacts an Association contractor or their employees, the Association contractor is instructed to refer them to the Property Manager or a Board member to address the issue.

These instructions will be conveyed to all Association contractors in writing.

Sanitation/Recycle Removal

Currently, sanitation and recycling are every Tuesday, The agreement with the contractor requires that our rubbish/recycle be put in designated containers at the end of your driveways. If you have an unusual amount of rubbish or non-household rubbish to be picked up, please call the sanitation company to arrange and pay for extra items that will not fit into your container.

Christmas Tree disposal is not covered by the HOA and you will need to contact the contractor directly and pay for the service prior to the pickup.

Dumpster and bagsters must be approved by the Board of Directors prior to being delivered or set up. There is a limited time you are permitted to have these in your driveway, so tar and common ground are not affected. Dumpster and bagsters are not allowed to be placed on the grass. Anything that blows out of the dumpster or bagster is the responsibility of the owner to clean up. Any damage to driveways or other property caused by the dumpster or bagster is the responsibility of the owner to repair.

Selling Your Townhome

Please notify the Association's property management company **before** your unit is listed for sale. By law, the HOA must provide the buyer with all applicable homeowner documents with ten days to review. The seller, HOA and real estate agent are responsible for giving the prospective buyer complete and correct information regarding the operation of the Association. Realtors may obtain a disclosure packet of the Association's information by requesting it before home is listed from the management company by email. There is a fee collected by the management company for the work that goes into closings and that is collected at the time of sale.

Harassing, stalking and other inappropriate behavior

Members and other residents shall not engage in any abusive, annoying or harassing behavior, either electronic, cyber, verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants, invitees, Board of Directors or directed at management, its agents, its employees, or vendors.

Harassment involves a series of repetitive actions that occur over some period of time. Whether the incidents are isolated or repetitive, the bottom line will always be whether the targeted individual felt intimidated or threatened, not whether the angry individual viewed his/her actions as abusive or intimidating or intended them that way.

Harassment is defined as "words, gestures, or actions which tend to annoy, alarm, or abuse another person." To annoy is defined as "to disturb, irritate" or "cause discomfort". Abuse is defined as consisting of "insulting, hurtful, or offensive wrongs or acts."

Stalking is defined as intentionally following or harassing another person. Stalking is a serious crime in Minnesota. Minnesota Statutes Section 609.749 prohibits harassing another person by engaging in conduct that causes the victim to feel frightened, threatened, oppressed, persecuted, or intimidated, regardless of the relationship between the harasser and victim.

The Board of Directors and Management Company will take the following actions in situations of harassment, stalking, or other inappropriate behavior:

1. Cease & Desist Letter & Right to Hearing. Upon being notified by an alleged victim of harassment or stalking by an Owner, Occupant, guest, or invitee within the Association; or member of the Board of Directors; or the Association's management company or its agents; or the Association's employees or vendors, the Board or management company will investigate the matter and send the alleged perpetrator a letter informing them that the conduct is in violation of the Rules and Regulations and requesting that the conduct cease and desist immediately and that any further similar conduct will be deemed harassment.

2. Fines for Continuing Violations. If the harassing or stalking conduct does not stop after the cease-and-desist letter is mailed to the alleged, the Board determines there was a violation of the Rules and Regulations, the Association may fine Owner \$250.00 for each subsequent violation of the Rules and Regulations. Each alleged violation shall be documented in detail by the Board or the management company, and notice of the continuing violation shall be sent to the Owner. Fines are due and payable immediately.

3. Assessment of Fines to Unit and Payment of Attorney's Fees and Costs. The Association may assess the Owner's unit for the fines for violations of this Rule along with reasonable attorney's fees and costs incurred by Association to prosecute enforcement of this Rule, which shall be a personal liability of the Owner and a lien upon the unit.

4. Rights under Minnesota Law. Nothing in these Rules and Regulations prohibits a victim of harassment or stalking from seeking relief through seeking a Harassment Restraining Order or reporting the conduct to the police as possible criminal activity. An Owner or Occupant being convicted of a criminal offense of harassment or stalking or having a civil harassment order placed against them for conduct in violation of this Rule is prima facie evidence that the conduct occurred.

Rules, Regulations and Administrative Procedures

It is the responsibility of all homeowners to review and familiarize themselves, their families and their guests with these Rules and Regulations and retain this manual for future reference. Additional copies of this document are available from the Association's property management company. Authority for the establishment of these rules and regulations is provided in the Declaration.

The rules, regulations and guidelines in this section address situations and problems that are of concern to this community. Setting standards and expectations for the total community, they provide specific remedies to specific problems while protecting the total environment.

Architectural Rules & Regulations

It is the responsibility of the Board of Directors to be familiar with the overall architectural plan for our community, to propose rules and guidelines to preserve the overall plan and to approve any proposed additions or alterations to the exteriors of the townhomes or common grounds.

The ultimate and lasting beauty of our townhome community can only be attained by blending the natural terrain, building materials and building plan into the overall design. Changes must retain the integrity of the community, be judged by their effect on the total community and not contribute unwanted maintenance costs or problems for the Association.

The maintenance and replacement of the roof, exterior siding, soffit, wrapped trim, driveway and drive lane, stoop, railing, and landscaping (including lawn maintenance and snow removal) is that of the association to maintain and replace out of the association fees you pay. All other items are the owners to maintain, repair, and replace.

The owners voted to receive money toward wrapping of the fascia wood or select a two-cycle painting option. This was voted on and passed on by the owners. Any wood that is exposed and not wrapped is the owner's responsibility to maintain, replace, and paint. Any damage to the unit wood is because the wood has not been caulked or maintained and is that of the owners to pay for. If this wood is not maintained or painted the association reserves the right to fine the owners, do the repairs and assess the owner and take legal action against the owner.

The owner is responsible for all pest control, utility lines from inside the home until the outside point that the utility company is responsible. Outside water spigots are the owners to maintain and insure working order. Foundations, garage floors, garage doors, windows, all entry doors, decks, vents, HVAC, plumbing, electrical, interior, or exterior and water intrusion are the owner's responsibility. Dryer vents can be a fire hazard and must be cleaned yearly.

The following rules have been adopted by the Board of Directors:

1. Emergency access into a home may be required, without the homeowners' permission, especially due to fire and flooding problems.
2. Exterior antennas are not permitted. Direct satellite broadcasting antenna discs of not more than 25 inches in diameter, however, are permitted with pre-approved, written permission from the Board of Directors. Satellite installations require a COMM Deck, which must be paid for by the owner. Damage to the roof that may be caused during installation or removal of a dish or antenna is the financial responsibility of the owner. Please request an ACC form from the property manager before installing an antennae or dish.
3. Installation of window air conditioner units or fans is not permitted.
4. Toys, wading pools, bikes, basketball hoops, etc., should not be left out overnight and should only be out when in use. These should not be outside on mowing days. Standing water should not be left in toys, pools, etc.

5. Exterior seasonal and holiday decorations are permitted, if they do not require a permanent hole into the exterior or trim. Decorations may be put up 30 days in advance of the holiday. Decorations should be removed within 10 days upon completion of the recognized holiday period.
6. Potted plants in rock gardens, on patios and decks are allowed and should be maintained properly. Dead plants should be removed from pot. Dead plants or end of season plants must be disposed of in the trash or at the Organics Recycling Facility. No plants or plant material may be emptied or disposed of anywhere on HOA property. Pots must be stored in the garage during the winter when not in use. Lawn ornaments are permitted on patios, stoop, rock areas and decks only.
7. The trees in our community are common property and as such should not be decorated, lit, or have any wind chimes, feeders, etc. attached to or hung on them.
8. Installation of awnings on decks, windows or patios is not permitted without prior ACC approval.
9. Installation of storm doors, windows and patio doors, garage doors, decks and patios are permitted, if pre-approved by the Directors. Please download the form from the HOA's website or contact the manager for an ACC form.
10. Use of any type of outside window or door covering (e.g., plastic) is not permitted.
11. Installation of athletic standards, such as basketball backboards, is not permitted.
12. Installation and use of outside clothes drying facilities/lines are not permitted.
13. Compost Bins are not allowed
14. U.S. or Minnesota flags may be flown from a temporary mast. Other flags/banners are not allowed except for a special event and should be removed by the next day. Your request to install a temporary flag holder must be submitted to the board with the following information;
 - a. Size of Flag
 - b. Type and placement of installation of flag holder including number of feet off the ground
15. Nothing may be affixed to the exterior including such things as plant hangers, feeders, decorations, etc. that require a permanent hole into the exterior or trim.
16. Security camera/security doorbell installations require pre-approval from the Board and may not be hardwired or any such style that requires drilling through the siding or building.
17. Signage:
 - a. Open house, garage sale, and any other sign placed by a homeowner at the entrance to the Association may be in place only during the hours of the event advertised by the sign. Signs for other purposes may not be placed at the entrance or other common areas.
 - b. Directional signs for sales, open houses, gatherings, etc., may be in place during the hours of the event. Homeowners must provide their own sign stakes. Nailing to trees and signposts are not allowed.

- c. No signs may be placed on exteriors of homes, garages, fences or decks other than for a special event (and should be removed by the next day). Small decorative items (e.g., name plaques) may be affixed to the door entry area. 4
 - d. "For Sale" signs are permitted but must be removed after the house is sold. "Sold" signs are not permitted. No post signs are allowed, only metal stake signs in the rock bed area are allowed.
 - e. No other signs are allowed including political or sport teams.
- 18. Alteration of the exterior color scheme of the unit is not permitted, including storm door color.
- 19. No business activity of any kind, designed for profit or otherwise, shall be permitted on the Property, except for the sales activities of Declarant, and except that the owner or occupant may use his or her residence for the conduct of a home occupation as follows:
 - a. Homeowners must get prior written approval from the Board of Directors before operating a home-based business. Submit your request, to Board of Directors via the management company, with the pertinent information.
 - b. A home occupation is clearly secondary to the principal residential use of the property.
 - c. The home occupation must take place in the unit and NOT outside the dwelling walls.
 - d. No employees from outside the residence are permitted.
 - e. No signs are permitted.
 - f. No activity relative to the home occupation may be visible from the street.
 - g. No over-the-counter retail sales are permitted.
 - h. No separate entrance to home occupation activity area is permitted.
 - i. The property may not be used for the general practice of the profession by a professional person.
 - j. Parking regulations, as described below, apply to all units used for a home occupation. No visitation is allowed by clients, customers, employees or contractors.
 - k. The home occupation shall not, in any material way, interfere with the use and enjoyment by the other residents of their units or the common elements.
 - l. The home occupation shall not, in any way, pose a hazard or danger. This includes but not limited to noise pollution, odors, exposure to chemicals or anything else that may cause bodily harm or mental stress.
- 20. Garage doors shall not be left open while unattended.
- 21. Homeowners are responsible for repairing lawn damage (caused by the homeowners, their guests/visitors and pets) by June 1st of every year. Homeowners must keep all landscaping in a healthy condition. The Association will repair any needed areas after notifying the applicable homeowner of intent to repair. The owner will be assessed for the cost of the repair to the damaged area.
- 22. No storage of any furniture (except patio furniture), building materials and other items are allowed on deck, patios, or outside townhomes.

23. No personal decor items, etc. may be placed in grass area of any kind or at the base of trees. Personal items are allowed only on decks, patios and in rock gardens and should not impede the work that needs to be done by contractors. Solar stake lights may only be in rock gardens, not the grass area.
24. Storage of fuels and devices prohibited. It is unlawful for any person to store or use any charcoal, lighter fluid, natural gas, propane, fuel, barbecue grill, fire pit, torch, or other similar heating device, lighting chemical, or other open flame device on the decks or patios.
25. Apple Valley City Code sets restrictions on the use of fire pits/outdoor fireplaces. Residents using an outdoor fireplace must be respectful of all neighbors and if there is a request to extinguish a fire because it is causing a disturbance for another resident, it must be extinguished. City Ordinance:
 - a. Recreational fire pits (outdoor fireplaces) may be a maximum of 3 feet in diameter, be supported by a minimum of 3 legs, have a wire mesh screen on all sides and a lid.
 - b. They shall not be used within 15 feet of a multi-family residence.
 - c. Buckets, shovels, garden hoses or a fire extinguisher shall be readily available when an outdoor fireplace is in use and all fires must be constantly attended by an adult.
 - d. Fires are not allowed when the maximum wind speed, including gusts, exceed 15 mph and the prevailing winds must be away from the residences.
26. Draperies, curtains and blinds, visible from the exterior of the building, must be typical window treatments and be visually appealing from the exterior per the Board of Directors. Blankets, sheets, towels, tinfoil, etc. are not permitted for permanent use as window coverings.
27. No non-operative vehicle or outdated tabs may be parked or stored on your driveway or in the visitor parking.
28. Damages caused by the moving of any occupant or renter shall be charged to the homeowner.
29. All trash and/or garbage, including receptacles, must be kept in your garage, except for days of pick-up – bins may be put out after 8pm the evening before and must be stored by 7 pm back in the garage. Receptacles should be placed at least 3 feet apart in the driveway to allow the mechanical arms of the truck to lift it. If cans are not properly placed, the hauler will not guarantee that the can will be emptied. Receptacles should be set out by 6:00am on trash pick-up day.
30. Please ensure that the lid of your receptacle closes tightly, and no trash can blow out. If your receptacle is full, ask a neighbor if you might be able to put your excess trash in their receptacle for the pick-up day.
31. No garbage and/or trash shall be permitted to become a nuisance, annoyance, safety or health hazard to the Association.
32. **To avoid bursting pipes in the winter, each homeowner is responsible for closing and draining exterior water faucets annually in late Fall.**

Application Procedures When Requesting Architectural Changes

No modification, decoration, change or other improvement of any kind shall be commenced, erected, or maintained upon the lot or exterior of the buildings without prior written approval by the Board of Directors. An architectural and landscape improvement request application can be obtained from the HOA's website or the management company.

Satellite dish installation applications may also be obtained from the management company and must be approved by the Board of Directors prior to any installation.

Pet Regulations

Pets are permitted in our community. Pet owners, however, should always be aware of others who use the common grounds. The consideration and cooperation of all pet owners will create a pleasant and sanitary situation for everyone.

The following regulations apply to all pets:

1. All pets are subject to any and all City Pet Ordinances.
2. All pets must always be leashed when outside the home. Pets may not be allowed to roam free with or without supervision. Pets that create problems should be reported to the AV Police Department.
3. Pet walkers (applicable homeowners) are responsible for immediately cleaning up any feces of the animal and disposing of it in a sanitary manner.
4. Pet waste in yards is to be cleaned up immediately and properly disposed of. Yards that are not clean may not receive lawn care services until such time that they are clean. Fines will be applied for yards that are not clean.
5. No pet shall be tethered at any time.
6. Pet shelters of any kind are not permitted.
7. Homeowners are responsible for all damages their pets have caused to the common grounds. New sod may need to replace damaged grass to correct the problem.
8. Pets must not be permitted to habitually bark, cry or behave so as to annoy or endanger the safety or comfort of other residents and become a nuisance to the Association. Please report nuisance pets to the Police and management. The governing documents do allow the Board to order the removal of a pet for constant & uncontrolled barking, repeated offenses of being unleashed, or other repeated behavior reasonably offensive to others.
9. There is a limit of two domestic pets per household.

Parking Regulations

In order to promote safety in, and to present a pleasing appearance throughout our community, our private drives and driveways, to ease snowplowing and emergency vehicle access, and to help prevent disagreements among our homeowners, the Directors have enacted the following regulations. In order to prevent hardship, at its discretion the Directors may issue variances to these regulations, except where public safety is involved.

1. All homeowners should be able to get in and out of two car lanes without being blocked.

2. No parking is allowed in areas that block sidewalks and/or walkways.
3. All homeowners are responsible for obtaining and abiding by the seasonal City Ordinance for vehicles parked on the public street. Apple Valley City Code prohibits parking on any city street From Nov. 1 to March 31. NO PARKING is allowed on any city street from 2 a.m. - 6 a.m. regardless of the day of the week, side of the street or the presence or absence of snow. Vehicles parked in violation of these rules shall be tagged and subject to towing, at the owner's expense.
4. Winter snow parking: Our snow removal contractor reserves the right to NOT plow a driveway if a vehicle is parked in it. If the driver feels there is a possibility of damage to a parked vehicle, the common property or their vehicle, the driveway will not be plowed. In these instances, the homeowner is responsible for clearing their own driveway. The contractor will not come back to the neighborhood to plow a driveway after a vehicle has been moved. **If you park your vehicles in your driveway, we recommend that you park them side-by-side at the garage door. This will allow the contractor to plow the lower half of your driveway. Snow removal in this instance is 100% the owner's responsibility.**

Violations and Fines

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

The Association may levy reasonable fines against a unit for failure of the owner to comply with any provision of the Declaration, By Laws, or Rules and Regulations of the Association. A fine may be levied on the basis of each day of a continuing violation with a single notice.

At the direction of the Directors, the property management company will send the offending owner written notice detailing the violation and fine (if applicable). The notice will request voluntary compliance and payment of the fine (if applicable) within 3 days.

The final authority for fining any owner for failing to comply with violations of these regulations' rests with the Board of Directors. Any concerns in reference to these regulations must be directed, in writing, to the Association's property management company for consideration by the Directors.

Schedule of Fines

1. Illegal parking in driveways: Must be corrected within 3 days or will be removed at owner's expense
2. Satellite dishes not properly installed: Must be corrected within 7 days or will be removed at owner's expense.

3. All other violations
 - a. First notice - 3 days to address.
 - b. \$25.00 Second notice -2 days to address.
 - c. \$50.00 Third notice -1 day to address.
 - d. \$100.00 Fourth notice and continuing issues will result in further action up to and/or including escalating fines and legal action. All costs associated with these actions are assessed to the owners account.

Rental Regulations

The owner(s) of a proposed unit being offered for rent, must be free and clear of any fines, assessments, or compliance violations. Any non-compliance as noted above must be resolved in full before any unit can be offered for rent.

The owner(s) of the rental unit are responsible for all actions of their tenants, tenant family members or tenant guests. In the event a tenant, tenant family member or tenant guest may cause damage, disruption or harm to any resident or unit in the Association, or any of the common areas of the Association, the owner(s) is responsible for all related costs related to these events.

The owner(s) is also responsible for the actions of their tenants, tenant family members or tenant guests who may violate the Morningview Cottages Association Declaration and/or Rules and Regulations. The owner(s) are responsible for any or all costs associated with these violations. Additionally, the Board of Directors may assess incremental fines to the owner(s) for violations of the Associations Declaration and/or Rules and Regulations.

Lease/Contact Information Requirement:

1. Owners must provide the management company with a copy of the current Lease Agreement. Owners must provide a potential tenant with a copy of these Rules and Regulations for review prior to entering a lease. Owners must include a paragraph in their lease informing the tenant of the Association's authority to enforce the Declarations, By-Laws, and Rules and Regulations. Request for service from tenants of owners shall be directed only to the landlord. The Association shall have no responsibility or liability to respond to guest, occupant, or tenant requests.
2. Owners must provide their current mailing address and contact information to the management company.
3. Owners must provide a completed tenant contact form to the management company.

Other areas of rental compliance are to include:

1. Only one single family (renter/spouse, children) or two individual renters in a unit are permitted.
2. A fee of \$100 will be assessed for each issue the Association must deal with relating to any renter or rental unit and the owner. It shall be the owner's responsibility not the

Association to prevent or address all tenant related issues and disturbances. Owners are always liable and responsible for the conduct of their renters.

3. All names and contact information, including telephone numbers and email addresses for all renters in the unit, must be sent to the Management office after a lease is signed. Please complete and submit the renter form supplied by the office.

In addition, you must comply with all city regulations on renting.