WILLOW POND HOMEOWNERS ASSOCIATION

POLICIES

&

PROCEDURES

MANUAL

May 8, 2025

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Policy 1.1 INTENT TO IMPLEMENT POLICIES & PROCEDURES

The Board of Directors is required by the Declarations and the By-Laws of the Association to ensure all homeowners remain in compliance with the Governing Documents, i.e., Declarations, Section 7 and Bylaws, Section 6.4. To enhance and maintain the enjoyment of our homes while protecting the rights of members, the Board has enacted this policy for notification to a homeowner of a violation of the Governing Documents and the requirement to achieve compliance.

Procedures

- 1. Violation is reported to a Board member or is identified by a Board member.
- 2. Architectural & Landscape Committee (ALC) chairperson of committee members investigates and visits with the homeowner to determine if there is a violation...
- 3. Person visiting the homeowner sends an email to the ALC chair person who logs the information.
- 4. ALC chairperson or committee member issues written notice of violation and corrective action required within a time frame to accomplish abatement if violation has not been corrected within a reasonable period of time.
- 5. Notice includes indication of which governing document and section has been violated.
- 6. ALC chairperson or committee member verifies compliance.
- 7. If not in compliance, issues are brought to the Board President or Board for further action.
- 8. Board receives verbal report with copy of original notice to homeowner.
- 9. Second written notice to homeowner with appropriate penalty noted if authorized by the Board per Declarations, Section 11.
- 10. Further action directed by the Board.
- 11. ALC keeps copies of actions for future reference.

Policy 1.2 COMPLIANCE AND REMEDIES

The Board of Directors relies on the DECLARATIONS to seek relief for failure of a homeowner to comply with the Governing Documents. It is the intent of the Board that this Policy be enforced in concert with Policy 1.1 adopted by the Board on November 12, 2011. In part, guidance from the DECLARATIONS states:

SECTION 11 COMPLIANCE AND REMEDIES: Each Owner and Occupant, and any other Person owning or acquiring any interest in the Property, **shall** be governed by the Governing Documents, the Rules and Regulations, the decisions of the Association, and such amendments thereto as may be made from time to time. A failure to comply shall entitle the Association to the relief set forth **in** the Section, in addition to the rights and remedies authorized elsewhere by the Governing Documents.

SECTION 6 ASSESSMENTS FOR COMMON EXPENSES, in part:

- a. Reasonable attorneys fees and other costs of incurred by the Association in connection with (i) the collection of assessments and (ii) the enforcement of the Governing Documents, or the Rules and Regulations, against an owner or Occupant or their guests, may be assess against the Owner's Unit;
- **b**. Fees, charges, late charges, fines and interest may be assessed against specific Unit Owners, as provided in the Governing Documents.

Procedures

Failure of a Homeowner to comply with the Governing Documents after one verbal notification by any Board Member will result in action by the Board through fines and/or legal action. In addition, failure of a Homeowner to comply with the Governing Documents within 14 days of notice will result in all loss of privileges within the Association until the Board deems the Homeowner to be in compliance. Such loss of privileges includes the **right** to vote in elections or to participate in any other Association sanctioned or sponsored activity.

- 1. Failure to comply with the written notice from the Architectural & Landscape Committee (ALC) of **a** violation of the Governing Documents within 14 days will result in a fine issued by the Board in the amount of \$30.00.
- 2. Issuance of a second notice of violation by the (ALC) will result in a fine issued by the Board in the additional amount of \$50.00 if compliance is not achieved within 7 days of notice.
- 3. Failure to abate the violation and/or pay the fine within the specified period will be cause to initiate action by the Board to file a lien against the offending Property.
- 4. ALC chair person or committee member issues written notice of violation and corrective action required with a time frame to accomplish abatement if violation has not been corrected within a reasonable period of time.
- 5. Notice includes indication of which governing document and section has been violated.
- 6. ALC keeps copies of actions for future reference

Policy 1.3 OUTDOOR DISPLAYS

Purpose

- 1. Permit Noncommercial signs of any size may be posted in any number beginning 46 days before the state primary in a state general election year until ten days following the state general election.
- 2. Permit the family surname to be mounted on the garage wall facing the street, signs not to exceed the size of 6 inches in height or 18 inches in length.
- 3. Permit the installation of **a** suitable ornament on the garage wall facing the street, **i.e.**, an eagle, flag. With the approval of the Architectural and Landscaping Committee a mural may be displayed on the garage door, i.e., a landscape scene, wildlife, etc.
- 4. Permit the hanging of **a** wreath or similar ornamentation on the side of the garage or wall of the home leading to the front door.

Policy 1.4 SPRINKLER SYSTEM OWNERSHIP & OPERATION

All parts of the system belong to the Association and it is the responsibility of the Association to make all repairs of the system to ensure proper operation as follows:

- 1. All repairs to the sprinkler system must be completed by the Association's Vendor.
- 2. Any damage caused by the homeowner will be repaired at the homeowner's expense.
- 3. No additional sprinkler heads may be added.
- 4. Location of the sprinkler heads is permanent. Any relocation will be at the expense of the homeowner and completed by the Association's Vendor and only with the written approval of the Water Comm. and the Building and Landscaping Comm.
- 5. Damage caused by tree roots is the responsibility of the homeowner.
- 6. Raising sprinkler heads will only be done by the Associations Water Committee or its Vendor.

Operation

In an effort to conserve water

- 1. The sprinkler start-up and preparations will be completed by May 1st each year.
- 2. The sensors/controllers in the pump houses will be set to turn off **at** 1/8 an inch of rain water.
- Water usage by pump houses will be monitored on a monthly basis and, with the approval of the Board, may be adjusted to provide maximum efficiency and cost savings.
- 4. The schedule for watering will be 3 times/week (Mon, Wed, Fri) for a maximum of 15 minutes or at the discretion **of** the Water Committee.
- 5. Watering will be discontinued October 1st of each year.
- 6. Watering may be stopped by the City of Waite Park during drought conditions.

Policy 1.5 DAMAGE CAUSED BY LAWNCARE AND SNOW REMOVAL VENDORS

Procedures

- 1. When a homeowner discovers damage to the property believed to be caused by the Vendor the homeowner is to contact the Vendor to report the damage.
- 2. The Vendor will meet with the homeowner to assess the damage.
- 3. If the Vendor agrees their crew caused the damage and agrees to make repairs, the vendor and the homeowner will work together to complete the task.
- 4. Should The Vendor fail to make payment for the agreed upon repairs, the homeowner can contact the Board of Directors to explain the situation and to request payment from the Vendor.
- 5. The Board of Directors will contact the Vendor to confirm the agreement and discuss the failure to make payment. Payment will be required within 2 weeks from the date of Board contact with the Vendor.
- 6. The President of the Board of Directors will authorize the Board to contact the Vendor and resolve the issue.

Policy 1.6 DECLARATION, SECTION 1 DEFINITIONS: 1.9 "Guests":

Based on comments from Homeowners with the passage of the Amended and Restated Declaration the Board of Directors has reviewed Section 1 Definitions: 1.9 "Guests" and found it to be incompatible with the thinking and intent of Association membership. Not wanting to undertake another campaign to delete this item from the newly passed and implemented Declaration, the Board formulated and passed a motion on April 14, 2015, to ensure Item 1.9 "Guests" be interpreted by the Board and Membership as follows:

Intent of Board:

The above Section of the Amended and Restated Declaration are interpreted to mean:

- 1. No Association homeowner will be denied the right to have guests in the home, with no limit on the length of stay.
- No intent is implied or assumed by this stated definition to prohibit homeowners from enjoying the comfort of their homes or in any way limit their ability to have house guests.

Furthermore, based on the advice of its attorney, William Schoeder, The Board of Directors has passed a motion to make the previous action by the Board a formal Board Policy, thereby incorporating it in to the Governing Documents of the Association.

Furthermore, when the Amended and Restated Declarations are amended or modified, this Policy will Cause Item 1.9 "Guests" to be deleted from the language of the Declarations.

Furthermore, this Policy will remain if effect until such time as the Declarations are amended.

Effective: May 11, 2015

Approved By: Board of Directors

Policy 1.7 COMPUTER USE POLICY

- Only designated members of the Board of Directors shall have access to and have use of the laptop computer, accessories and/or peripherals purchased by the Association.
- 2. Said computer shall be used solely and exclusively for conduct of Association business, including, but not limited to, financial records, minutes of the Association meetings, correspondence and other business as directed by the Board.
- 3. Said computer, accessories and peripherals shall be handled with care and caution. If lost or damaged due to misuse, the user shall be responsible for repair or replacement at user's cost. The Association shall repair or replace equipment which wears out or becomes outdated as long as the equipment is required to perform the assigned functions.
- 4. Designated users **must** not alter the computer equipment in any way without the express approval of the Board.
- 5. All software must be pre-approved by the Board and necessary licenses shall be filed and maintained by the Secretary of the Board, including serial numbers.
- 6. Designated use shall ensure that their work **product** is backed up or properly stored. Said computer, accessories and peripherals must be safely maintained at all times.
- 7. Said computer, accessories and peripherals are the property of the Association and can be reviewed by the Board at any time.
- 8. The Board does not permit the illegal duplication of software.
- 9. Said computer must have always approved current virus protection software operational.
- 10. **List** or attach a list of software and programs purchased and loaded onto the computer:
- 11. List computer name:
- 12. List computer serial number:

I agree with and accept the terms of this policy.			
Printed User Name	User Signature		

Policy 1.8 FENCES-

Fences are not permitted in the Willow Pond Homeowners Association unless they are approved by the Building and Landscaping Committee. Approval must be granted PRIOR to the erection of the fence. The fence approval process is as follows:

- 1. Patio Fences are the only fences to be considered for approval in the Willow Pond Homeowners Association.
- 2. Provide the Building and Landscaping Committee with a detailed sketch showing the location of the fence, including any landscaping adjacent to the outside of the fence. All dimensions must be shown on the sketch detail.
 - a. Must be constructed of maintenance free material, preferably vinyl.
 - b. Under no circumstances will wood, wrought iron or chain link fences be allowed.
 - c. Fences must be installed on the concrete patio surface or directly abutting the concrete patio surface.
 - d. Fences that enclose all sides of the patio must have a minimum opening of 3 feet or 36 inches.
 - e. Cannot exceed 6 feet in height.
- 3. Gated openings meeting these requirements will be permitted; and, the color of the fence must be white or match the color of the house or trim.

The *only* exception granted by the Board of Directors for fences not on or abutting the concrete patio surface and are grandfathered in are:

- 1. Homeowners living on Diamond Willow Circle with lots abutting property located on Second Avenue South..
- 2. Fences to be constructed in 1 Above must be of the same materials and design, must adjoin the fence on each side of the property and the homeowner must apply for a building permit from the City of Waite Park after receiving written approval from the Building and Landscaping Committee, a standing committee of the Board of Directors. There are no exceptions to this policy.

Policy 1.9 - OPEN AREAS IN WILLOW POND DEVELOPMENT Definitions:

Pond Area-Property Line to Water Line

City of Waite Park:

- 1. WILL assume responsibility for moving the grass on the pond slopes;
- 2. WILL continue to spray for thistle and other noxious weeds in the pond area as needed;
- 3. WILL remove scrub brush and trees on the pond slopes;
- 4. WILL NOT permit the planting of any shrubs and trees or placing bird houses or any other types of fixtures on the pond slopes (i.e. city property);
- 5. WILL NOT allow the placement or construction of any docks into the pond or on the slopes; and,
- 6. WILL enforce these agreements without the involvement of the Association.

Willow Pond Property Owners

- 1. CAN mow down the side of the pond for a distance of approximately 10 feet from the top of the slope on their lot or private property.
- 2. CAN plant wildflowers and prairie grasses in the slope area of the pond that is not mowed, but not in the rocks; on their lot or private property.
- 3. CAN install and maintain "goose barriers" at the point where turf meets the rip rap area and does not impede travel with maintenance equipment the City uses.
- 4. Will treat the **berm** for thistle and any other noxious weeds.
- 5. Will keep trash and other debris from blowing onto **the berm**.

Area of Interest: WITHIN DEVELOPMENT

The City or Waite Park WILL NOT allow planting of shrubs or trees in the boulevard area anywhere within the development. The above policy was reviewed and clarifications were made by the Park Board from the original agreement on June 14, 2006 and adopted on September 8, 2010.

The Association has no responsibility for the mowing, spraying of thistles or any other care of the Berm located along MN Highway 15 in the Willow Pond Homeowners Association. Each homeowner shall be fully and completely responsible for the care of the berm from its base to the fence on Highway 15.

Policy 1.10 - VOLUNTEER ACTIVITY

The Governing Documents, including, but not limited to, Declarations Section 2, notes the Association has the responsibility and right to enter upon any property for the purpose, in part, of providing services. The Board of Directors solicits and uses the talents of unpaid volunteers to help fulfill these responsibilities and will continue to call on paid vendors for work volunteers cannot complete. To better guide and convey the role of volunteer workers and homeowners, the Board has developed this policy.

Volunteers

- 1. Will respect private property and homeowners' rights when carrying **out** their assigned tasks.
- 2. Except for the Water Committee Members and Compliance Committee Volunteers will announce their presence and state their purpose to the affected homeowner(s).
- 3. Clean-up and remove any mess they created, if any.
- 4. Refer issues, problems, or concerns to a member of the Board of Directors.

Homeowner(s)

- 1. Cooperate with the volunteer performing the work on their property.
- 2. Refrain from interfering with their work.
- 3. Refer issues, problems, or concerns to a member of the Board of Directors.

Policy 1.11 - SOLAR PANELS

Solar Panels are not permitted in the Willow Pond Homeowners Association unless they are approved by the Building and Landscaping Committee. Approval must be granted Prior to the start of installation.

The Approval process is as follows:

- 1. Make your request in writing.
- 2. Make sure to include:
- 3. Pictures that show where on the roof the panels will be installed.
- 4. The size of the solar array in kilowatts, number of panels, the estimated kWh per year of electricity generated and cost of the proposal. All of this should be in your proposal.
- 5. The name of your solar installer and their contractor's license number.
- 6. A copy of the interconnection application submitted to the electric utility. You will need to get this from your installer.

Conditions:

- 1. a licensed contractor must install the solar energy system;
- 2. a roof-mounted solar energy systems shall not extend above the peak of a pitched roof or beyond the edge of the roof;
- 3. the owner or installer of a solar energy system indemnify or reimburse the private entity or the private entity's members for loss or damage caused by the installation, maintenance, use, repair, or removal of a solar energy system;
- 4. the owner and each successive owner of a solar energy system list the private entity as a certificate holder on the homeowner's insurance policy; or
- 5 the owner and each successive owner of a solar energy system be responsible for removing the system if reasonably necessary to repair, perform maintenance, or replace common elements.
- 5. A solar energy system must meet applicable standards and requirements imposed by the state and municipalities.
- 6. All pertinent permits shall be obtained prior to and displayed during installation.

Policy 1.12 -- DATA PRACTICES

The Willow Pond Homeowners Association has been collecting and storing email addresses for its members for several years. These addresses are entrusted to the Email Coordinator for the Association whose actions are governed and directed by the Board of Directors. With the addition of the Association's website, it has become important for the Board of Directors to enact a policy for the control and dissemination of email lists and other information shared by electronic means to be controlled by the Board of Directors. This policy is designed to provide guidance to the members of the Association and the Board of Directors.

Email

- 1. All email addresses and information disseminated via email must be approved in advance by the Board of Directors, with the exception enabling the email Coordinator to send out monthly information related to Association activities.
- 2. All information disseminated via email must be for the benefit of the Association and/or its members. Examples of these emailing's include notice of monthly activity, social activity notices limited to Association members, notice of the death of a member, announcing the names and address of new members.
- 3. Members may request email addresses for purposes related to the health and welfare of the Association, but may not engage in personal messages or announcements, i.e., garage sale, personal celebrations.
- 4. All outside requests for e-mail addresses or information must be referred to the Board of Directors for decision.
- 5. New homeowners will be informed of this policy during the initial visit by a representatives of the Board of Directors.
- 6. Questions regarding the appropriate access or use of email must be addressed to the Board of Directors.

Website

- 1. This site will host the Governing Documents, i.e., the Declarations, the Bylaws, the Policies, Board Agendas, Meeting Minutes, and other information deemed appropriate by the Board of Directors.
- 2. Control of this website is granted to the President, the Secretary, and the Treasurer.
- 3. Any request for postings must be approved in advance by the Board of Directors.
- 4. Realtors and others interested in purchasing property in the Association will be directed **to** the website to gain access to essential Association data.
- 5. Questions regarding appropriate access or use of this site must be addressed to the Board of Directors.

Policy 1.13 - DECLARATION, SECTION 7, SUB 7.5 LEASING:

Based on circumstances over the past several years, the Board of Directors, Willow Pond Homeowners Association, have consulted with our legal representation and have determined the necessity to further define the above subsection noted above as follows:

7.5 <u>Leasing.</u> Leasing of Units is not allowed. This restriction is further defined to include the traditional definitions of leasing and renting. Furthermore, any exchange of services or money, such as, payment of utilities, heat, lights, water, sewer, among other considerations in part or in whole in exchange for living arrangements is prohibited. No form of renting or leasing is acceptable.

If determined to be in violation of the Declarations by the Board of Directors, it is the responsibility of the homeowner to provide sufficient and verifiable data to the Board of Directors to avoid legal implications.

Policy 1.14 - CLARIFICATION OF SECTION 7.7 OF THE DECLARATIONS

All members of the Willow Pond Homeowners Association, Inc., an entity within the limits of the City of Waite Park, MN, who own an animal are required to comply with City Ordinance 91. LICENSING AND REGULATION OF ANIMALS.

- 1. All animals, especially dogs, must be kept on the property of their owner and not permitted to encroach on any other yard.
- 2. All animals, especially dogs, must be leashed and under the immediate control of their individual owner when outside of the home.
- 3. Animal owners are required to clean up animal excrement immediately after the animal has completed its business.
- 4. Direct enforcement of this policy shall be handled by the Building and Landscaping Committee.
- 5. The Board of Directors shall strictly enforce this policy under Section 11 COMPLIANCE AND REMEDIES of the Declarations.
- 6. The Board of Directors shall also coordinate enforcement with the Animal Control Officer, City of Waite Park, as needed.

Policy 1.15 - CLARIFICATION OF ENFORCEMENT PROCESSES

Described in Section 7, Section 8 and Section 9 of the Declarations and Section 8 of the Bylaws:

The enforcement of compliance for members of the Association as described in Section 8.6 of the Bylaws has been inconsistent and proven difficult for the Board to fully execute their duties under the Governing Documents. Supported by the Board and Board Committees, this Policy has been established to provide firm, but equitable compliance actions for all members of **our** community. Though the Board has been carrying out its enforcement obligations over the years, this policy describes in greater detail the processes and actions available to the Board of Directors. This policy is also a reminder to members of the Association that consulting their copies of the Governing Documents **prior** to undertaking a project will make life more pleasant for all.

Building and Landscaping Committee

Consisting of a representative of the Board of Directors and members of the Association, this committee is assigned the responsibility to ensure compliance of Association members with the Governing Documents. Association members must receive written approval from the committee before making any exterior improvements to their homes as described in Section 7 of the Declarations which, in their content, are quite broad. Failure to comply with the Governing Documents will result in the following actions:

- Committee will contact association members in person, describe the violation and request their cooperation to remediate the issue and provide a timeline for compliance action.
- 2. Failure to comply with the notice from the Committee will result in the Committee referring the issue to the Board of Directors for further action.

Board of Directors

- Upon receiving the notice of non-compliance by the member of the Association, the Board of Directors will implement processes described in Section 11 Compliance and Remedies.
- 2. The Board of Directors will provide the member of the Association with a written statement of their action and offer the member the Right to Hearing as described in Section 11.3.
- 3. If the Board of Directors issues a monetary fine, payment will be expected within 30 days of issue. Failure to pay will lead to additional action by the Board of Directors.

POLICY 2.1 - COMMUNITY SPRINKLER SYSTEM OPERATION

It is the responsibility of the Association to provide water and sprinkler services to our membership as described in Policy 1.4 - Sprinkler System Ownership & Operation as amended.

In addition to the regular watering schedule the Association policy and practice is to provide for an additional **two** weeks or 14 days of extra water for newly sodded or planted lawns. Upon completion of the two week or 14-day period, the Homeowner is notified of the expiration of the additional watering activity and assumes responsibility for the continued irrigation of the lawn using their hose and sprinkler system.

Though this policy and practice has worked well for the Association membership, it may not be totally applicable during the current drought condition. The Developer has created difficulty for new homeowners by installing sodded yards during the drought which leave newly sodded yards without support from the community sprinkler system when the two week or 14-day watering period expires.

Given the seriousness of the drought, the Association has determined to initiate a change to its policy and practice by extending the excess watering activity from two (2) weeks to an additional four (4) weeks with the homeowner providing payment in the amount of \$25.00/week for the additional four (4) week watering period. A written request may be submitted to the Board for further consideration of additional watering. This policy states: (This policy is meant for newly sodded yards during new construction).

- 1. Homeowner submits a written request to the Board agreeing to follow the policy as stated and specifying number of weeks being requested.
- 2. Homeowner provides copy of the watering permit from the City of Waite Park permitting the lawn to be watered which the Board will keep **on** file.
- 3. No other homeowner connected to the same zone will receive additional water.
- 4. Homeowners will provide payment specified by the Board prior to commencement of additional watering.
- 5. No exception will be made to May 1st or after October 1st sprinkler operation dates.
- 6. Homeowner understands the property will return to the regularly scheduled watering schedule when the City of Waite Park permits all yards to be watered.

Policy 2.2 - ESTABLISHING THE FINE AMOUNTS

The Architectural and Landscaping Committee has been authorized by the Board of Directors to assess fines against homeowners for failure to maintain their dwellings. Maintenance by homeowners is described in Section 9.2 of the Declarations. Policy 1.16, dated May 13, 2021, describes the steps the Association will take if compliance is not achieved. Homeowners are strongly encouraged to work closely and cooperatively with the Committee to achieve the required results which are consistent within the Association. Issuing a fine is the last action the Board and the Committee would like to take.

Therefore, in accordance with Section11 of the Declarations, the Board of Directors of the Association establishes the following fine structure to support compliance efforts:

- 1. A fine of \$30.00 for failure to comply with the first written Notice of a violation of the Governing Documents from the Architectural and Landscape Committee within 14 days of receipt of the Notice.
- 2. A fine of \$50.00 for failure to comply with the second written Notice from the Architectural and Landscape Committee if compliance of the violation is not achieved within 7 days of receipt of the second Notice.
- 3. Fines may be levied as frequently as weekly as determined by the Board or its representative.

The Board of Directors and the Committee remain hopeful homeowners will fulfill their maintenance obligations described in Section 9.2 and action by the Committee will be minimal within the Association. Maintaining compliance within the Association keeps this a wonderful place to live and a top prospect for buyers.

Policy 2.3 - MANDATORY ELECTRONIC DEBIT FOR PAYMENT OF MONTHLY DUES

With the growth of the membership, it has become difficult for the Treasurer to collect dues by individual check requiring members to enroll in electronic debits for payment of dues. Due to the requirement for the Treasurer to pick up checks at the USPS, then track the payment and ultimately deposit the check at the bank, this payment method has required significant effort by the Treasurer. In recent years, the Treasurer, with the support of the Board of Directors, has initiated a process requiring a debit payment be made to the Association for payment of dues. Effective with the passage of this Policy by the Board of Directors, all payments of dues must now be made by electronic debit. This payment method has been the practice of the Treasurer in recent years and with the passage of this policy by the Board of Directors is now declared to be mandatory.

Policy 3.1 – PATIO COVERAGE PERMITTED: CANOPY, PERGOLA, OR AWNING

It is the responsibility of homeowners to remain compliant with Section 9.2 of the Declarations. The following conditions have been established for approval of the installation of Patio Coverage:

- 1. A complete description of the requested protective covering with photos or diagrams must be included with the written request by the homeowner to the Architectural and Landscaping Committee for consideration.
- 2. No work or installation related to the request may be initiated until the homeowner has received the written response of approval from the Architectural and Landscaping Committee. At that time, the homeowner will be required to sign a document indicating their full compliance with the written response for approval by the Architectural and Landscaping Committee. If the homeowner refuses to sign the full compliance document, the proposed project will be considered denied.
- 3. Awnings will be required to have a self-closing mechanism to protect from wind damage.
- 4. The homeowner agrees the canopy, pergola or awning will be maintained free of damage or deterioration, i.e., mirroring manufactured condition.
- 5. The homeowner agrees to repair, remove or replace the canopy, pergola or awning when directed by the Association within 21 days due to damage, deterioration, repair or other issues when given notice by the Association.
- 6. Prior Coverings will now be considered as part of Policy and not be required to be removed on sale of property.

Policy 3.2 - CLARIFICATION OF PARKING OF THE DECLARATIONS.,

• **Parking**- Garages and Parking areas on the Property shall be used only for parking of vehicles owned or leased by Owners and Occupants and their guests, and such incidental uses as may be authorized in writing by the Association, (also subject to Parking Requirements contained in the Ordinances of the City of Waite Park).

With the Passage of the updated policies the parking policies will be amended as follows:

- 1. Trailers, boats, and motorhomes may be parked in driveways for no more than two consecutive nights in a driveway.
- 2. Guests may park recreational vehicles in their driveway for up to 5 days.
- 3. Moving containers may be parked in the driveway for a duration no greater than 14 days. The containers may not obstruct roadways or sidewalks.
- 4. Moving trailers may be parked in the driveway during move in and move-out for up to four consecutive days.

Waite Park Statutes Section 61.10. Parking on Public Property Subd. 3.

No person shall park a trailer including but not limited to boat, snowmobile, camping, ATV, construction or other trailer on any street, highway or public property zoned residential

A special exemption is allowed for a period not to exceed seven calendar days per year, in such case, the trailer should be parked as reasonably close to the owner's residence as possible, to not obstruct view or parking for neighboring residences. This would also apply to persons visiting a private residence while towing a trailer.

Board of Directors

- 1. Upon receiving the notice of non-compliance by the member of the Association, the Board of Directors will implement processes described in Section 11 Compliance and Remedies.
- 2. The Board of Directors will provide the member of the Association with a written statement of their action and offer the member the Right to Hearing as described in Section 11.3.
- 3. If the Board of Directors issues a monetary fine, payment will be expected within 30 days of the issue. Failure to pay will lead to additional action by the Board of Directors

Policy 3.3 SEASONAL DECORATIONS

Purpose:

Seasonal decorations are defined to be any fixtures, lighting and other material that is removable and is used to celebrate a holiday. Homeowners are reminded to exhibit good taste with respect to your fellow neighbors when decorating for holidays.

- 1. Decorations for religious or secular holidays except for those celebrated in November and December may be installed beginning three (3) weeks prior to and must be removed one (1) week following the holiday.
- 2. All winter season holiday decorations, including lights may be installed after November 1 and shall be removed no later than April 1of the following year.
- 3. Colored lights should not remain illuminated after January 31.
- 4. All lights should be placed to have a minimal impact on your neighbors