

LEMAR ESTATES TOWNHOME ASSOCIATION, INC.
RULES & REGULATIONS
Adopted by the Board of Directors
(Shown in alphabetical order)

American Flag

Federal law ensures the right of citizens to display the American flag in a patriotic manner, and we fully support this right. It is acceptable to display the American flag on a pole affixed to the wall of your unit. The size of the flag may not exceed three feet by five feet.

Because mounting the flag on a wall of your unit constitutes an exterior alteration, you must submit an Exterior Alteration Application and receive written approval from us before proceeding. Be sure to list the precise location of where you would like the mounting bracket to be affixed.

Assessment Fees

Any assessment due that remains unpaid at the end of a month is considered delinquent. We will assess a late fee of \$15 per month for each invoice that is delinquent. We will assess a return item fee of \$30 whenever a check payable to the Association is returned by the bank unpaid.

Exterior Alterations

An "exterior alteration" is defined as any change that visibly alters the exterior portion of a unit or its surrounding property, collectively known as the "common elements." Alterations include any physical changes to buildings or landscaping, regardless of whether they are intended by the owner to be temporary or permanent in nature.

All exterior alterations must receive prior written authorization from us. If you are seeking authorization, you must submit an Exterior Alterations Application. This form asks for information that we will need to render a decision. If you make an alteration without first obtaining written authorization, you will, at our discretion, be liable for the reversal of that alteration, including any and all costs of reversal.

Garbage & Recycling Carts

Garbage and recycling carts are required to be stored inside unit garages. They may be placed at curbside the evening prior to their scheduled pickup and should be returned to their storage area within 12 hours following that pickup. Please be considerate of your neighbors by complying with this regulation. Units that fail to abide by these terms may be fined.

Holiday Decorations

Holiday decorations are welcome if you like to display signs of the season. However, you are responsible for exterior areas that are punctured or altered in any way to accommodate decorations, and any necessary repairs that can be attributed to your actions will become your financial responsibility. Please be considerate of neighbors by removing decorations within a reasonable timeframe following the holiday.

Outdoor Fire Safety

Because our community consists of homes near each other, fire safety must always be a primary concern when your outdoor activities involve fire in any of its forms. Whether grilling food or simply enjoying the glow from a fire pit or table, you should exercise extreme caution if fire is involved.

Grills or other cooking appliances that have a covered flame may be used only on concrete or asphalt. When in use, they must be at least ten feet away from any building surface and not under any overhang.

Fire pits or other products that have an exposed flame may be used only on a non-combustible surface. They must be at least ten feet from any building surface and not under any overhang. When in use, they must not be left unattended, and a fire extinguisher or fire blanket must be present.

You should make sure all fire-related products are used and maintained in accordance with their manufacturers' safety instructions. You should also be considerate of your neighbors. For instance, will they be affected by smoke or cooking odors?

Failure to comply with this regulation may result in fines or other disciplinary action by the board of directors.

Outdoor Lighting

Your home's outdoor lighting has both interior and exterior components. Things like electrical wiring and switches are found inside your home, while the fixtures and bulbs are found outdoors. This distinction is important because the association is responsible for maintaining only the outdoor items.

If any part of your outdoor lighting is not working properly, you should report this to our Architectural Review Committee (ARC). If the malfunction is due to normal wear and tear and caused by a defect in a fixture or its connection to your wiring, the ARC is responsible for making the repair and any costs associated with it. However, if the malfunction is due to defective interior components or improper use of fixtures, you will be responsible for related costs.

The ARC is also responsible for outdoor light bulb replacement. To maintain substantial uniformity throughout the community, the ARC has adopted bulb specifications that are designed to be aesthetically pleasing as well as consistent in color, brightness, and wattage. The ARC keeps a supply of these long-lasting and energy-efficient LED bulbs on hand and readily available whenever you need them. The ARC will provide these to you free of charge and can assist with installation if you are physically unable to install the bulbs yourself.

Always use bulbs the ARC provides in your outdoor fixtures. Do not use your own bulbs. Because our homes are adjoined or close to each other, this requirement exists to eliminate lighting disparities, and promote neighborly consideration.

Check with an ARC member if you have questions or concerns. As always, we appreciate your understanding and cooperation.

Parking

No vehicle or personal property shall remain unmoved on Association asphalt for more than 72 consecutive hours without receiving written authorization from us. If you believe you have a legitimate need to extend the parking period, you must request permission from us prior to initially parking the vehicle or personal property.

When parking without pre-approval exceeds the 72-hour acceptable period, we will fine the offending owner \$50 for each subsequent 24-hour period that the violation persists. In accordance with Section 7.6 of the Declaration, we may tow illegally parked vehicles and/or remove unauthorized personal property at the offending owner's expense.

In wintry weather, parked vehicles interfere with the work of snow removal equipment. Therefore, parking is banned on asphalt when snow removal equipment is at work in the vicinity of your unit. Failure to comply with this regulation can result in a fine of up to \$100.

Pet Control

Animals permitted as pets within our community shall be limited to birds, cats, and dogs subject to certain restrictions deemed appropriate by us. If you are considering acquiring a pet, you should consult with us before proceeding to make sure you comply with restrictions.

You are responsible for controlling your pet at all times. If outdoors, dogs and cats must be restrained in a manner approved by us. Animal noise and activities may not interfere with the quiet enjoyment of other owners.

If you are a pet owner, you are expected to maintain areas surrounding your unit and any other areas frequented by your pet, keeping them free from waste, debris, and offensive odors. Furthermore, you are personally and financially responsible for the immediate repair of visible animal damage to property. In accordance with Section 7.7 of the Declaration, we may take whatever steps we deem necessary to ensure compliance with this regulation.

Signs

The permanent signs posted at LeMar Estates are intended to be beneficial to residents and visitors. We have purposely kept the number of signs to a minimum, believing that having too many detracts from our overall aesthetics. The board is authorized to manage all signage in our community.

Generally, owners and residents are prohibited from posting yard signs. We believe that yard signs can be distracting to neighbors and interfere with the work of crews that care for our lawns and landscaping. That said, there are a few instances where posting a temporary yard sign for a brief period is acceptable, as described herein.

If you are listing your unit for sale, it is acceptable to have a "for sale" sign posted adjacent to your unit, provided you have complied with the terms described in our "Unit Sales" regulation. We will also permit temporary "open house" signs to be posted, provided they are removed after the end of each open house. We can answer any questions you may have regarding this.

If you are having a garage or yard sale, it is acceptable to post a temporary sale sign near the corner of County 81 and Fletcher Lane, provided the sign is tastefully created and has a maximum size of 24 by 30 inches. This sign may be posted shortly before the sale begins and must be removed promptly after the sale ends.

If you want to post a yard sign celebrating an event such as a birthday, anniversary, or homecoming, a tastefully created sign is acceptable but must be removed by the end of the celebration day.

If you would like to post a yard sign for any reason other than those listed, you must submit a written request in advance to us and receive our approval before proceeding.

Unit Sales

If you desire to sell your unit, you should notify us of your intent to sell before signing a listing agreement with a real estate agency. A processing fee of \$100 must be paid to LeMar Estates Townhome Association before your realtor may install a “for sale” sign or begin showing the unit. Our processing fee increases to \$150 when this is not the case.

For the fee we receive, we will provide you or your authorized representative with the necessary documents required by the State of Minnesota. Once we receive payment in full, we will send you or your authorized representative all data via email within a reasonable timeframe (usually well within the ten days allowed by Minnesota statutes). Prior to closing, we will also provide verification of installment payments and related information to the title company when requested.