

## **Crimson Ridge Association**

Crimson Ridge Association provides a high-quality environment for its residents. The Board of Directors is responsible for assuring that our homes and common areas are maintained to enrich our lifestyles and preserve our property values. Each association member is responsible for the compliance with the Rules and Regulations by themselves, their family, tenant(s), and guests.

### **Rules and Regulations**

#### **Rules #1**

##### ***Amended 7/31/2020 by Board***

The units shall be occupied and used only for residential purposes. Only owners, their families, guests, and/or tenants may occupy and use the units. Units shall not be used in a manner that is illegal under Federal, State, or local laws. Owners may not rent units for any period less than nine months. Other than the above-mentioned obligations, owners shall have the absolute right to lease their units provided that:

- a. The owner and the tenant have a written lease agreement.
- b. This lease agreement obligates the tenant(s) to comply with all the Crimson Ridge Association's governing documents.
- c. A copy of the lease agreement, and a copy of the Housing Registration Certificate, has been filed with the property management representative prior to the start of the lease term.

#### **Rule #2**

No owner, tenant(s) or guest may obstruct the Common Elements (defined in the Crimson Ridge Declaration). No item can be stored on the Common Elements without the Board's prior written consent at least 48 hours in advance. Items in violation will be removed at the owner's expense. No owner, tenant(s), or guest may keep or store any trailers or recreational equipment, including, but not limited to, camper trailers, pick-up campers, motorized self-propelled motor homes, boats or boat trailers, snowmobiles, Jet Skis or ATV's on any portion of the Common Elements.

In addition, no temporary item can be stored on the Common Elements beyond the time of its immediate use. Items such as outdoor chairs, tables and benches; grills, toys or bikes may persist in the Common Elements while in use by owner or tenant. However, all items must be stored inside the house or garage when not in use. Patio chairs, tables, benches and grills may be stored on the patio.

#### **Rule #3**

Owners, tenant(s), and guests may not cause or permit anything to be placed on the outside walls of the buildings. No one may install anything that changes the structure or weight bearing of a building.

- a. No item (including but not limited to: satellite dishes, signs, awnings, canopies, shutters) may be affixed to the exterior of the Common Elements without the Board's written consent.
- b. Decoration of the exterior of the Units may not exceed ten (10) items. Porch decorations may include such items as; flower displays, ceramic items, flags and yard signs. Failure to abide by this request will result in a letter from the association asking you to remove your yard

decorations. This rule is in place to maintain consistency in decoration and aesthetic views throughout the neighborhood.

c. No one may install clotheslines or hang clothes, sheets, blankets, laundry or other similar items on any part of the Common Elements.

d. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Common Elements unless the Board provides written consent. However, signs may be displayed from inside the homeowner's residence.

e. Nothing shall be constructed, altered, disturbed or removed from the Common Elements without the prior written consent of the Board.

#### **Rule #4**

No person may do, install, or keep anything in any unit or on the Common Elements that will increase the insurance rate for the Crimson Ridge Community without the Board's prior written consent. No owner shall permit anything to be done to or keep in his or her unit or on Common Elements that could result in the cancellation of insurance for Crimson Ridge Community.

#### **Rule #5**

##### ***Amended 5/18/2020 by Board***

Pet owners shall assume full responsibility for nuisances, personal injuries, or property damage caused by their pet. We strongly suggest that any pet owner carry personal liability insurance and/or pet liability insurance to protect their accumulated wealth and assets. Pets are not allowed in posted areas of the common space.

a. Pet owners must properly dispose of their pet's waste.

b. Animals must be on a leash and in total control by its owner when outside the unit or in common areas of the property.

c. Pets must be licensed and tagged in accordance with state and local laws.

#### **Rule #6**

No noxious or offensive activity shall be permitted in any unit or on the Common Elements. Nothing shall be done either willfully or negligently that may be a nuisance to the other homeowners. Each resident should make every effort to minimize noise intrusion in any form from 11 p.m. to 6 a.m.

#### **Rule #7**

##### ***Amended 5/18/2020 by Board***

Parking is allowed in designated areas only. These parking areas are for the use of residents and their guests. Approved vehicles must not be parked in one location for longer than 2 weeks, without pre-approval of the HOA. All parked vehicles must allow enough space for all passenger vehicles and emergency vehicles to access each residence without delay. Parking is not allowed on any streets. Any parking violations brought to the board's attention will result in written notification for the first offense. Following a parking violation notice, the vehicle in violation must be moved within twenty-four (24) hours. Failure to remove the vehicle may result in the vehicle being towed at the owner's expense. Subsequent parking violations may also result in immediate removal of the vehicle at the owner's expense. All vehicles parked in designated areas must be operational and have current registration.

#### **Rule #8**

Trash containers should be stored as quickly as possible after trash is picked up. Trash

cans should be stored out of sight when not at the curb awaiting pickup.

**Rule #9**

Solicitation is prohibited. This includes but is not limited to commercial, religious, political and educational outreach.

**Rule #10**

Any damage to landscaping on the Common Elements caused by an owner, tenant(s), or guests that results in additional cost to the Crimson Ridge Association may be assessed to that homeowner.

**Rule #11**

Association dues are to be paid in full by the first business day of every month via electronic funds transfer. Effective August 1, 2006, the Association will assess a late fee of \$25 if dues are not paid in full within 30 days of the due date.

**Rule #12**

Homeowners are required to maintain their homes at 50 degrees Fahrenheit during the winter months and when the town home is unoccupied. Failure to do so will result in the owner being responsible for any damages that may occur. This includes damage to other homes within the same building or to common areas outside the building.

**Rule #13**

If a homeowner chooses to rent out their townhome, it is a requirement of the Association that the home be rented for a minimum of 180 – days to begin the lease. Owners must provide the Association manager:

- a. Proof that a national and local criminal background check was completed.
- b. A copy of the executed lease. Note: the lease must have language indicating tenant has a copy of and acknowledges responsibility to abide by all Association rules and governing documents.
- c. A copy of the paperwork filed with the City of Rochester to become a landlord.

Criminal background checks can be performed by companies that specialize in this service. There are three located in the Twin Cities that will perform a national and local check to ensure renters do not have a criminal background that would put the community at risk. The three criminal background check companies are:

MCC – 800-328-6205 (Eden Prairie, MN)

ASP – 952-925-9592 (Edina, MN)

Rental Research – 800-328-0333 (Minnetonka, MN)

Contacts to the Crimson Ridge Association Board should be made via email to

crimsonridgesecretary@gmail.com or

Tom Hill with Matik Management

(507) 216-0064

thill@matikmanagement.com

3249 19<sup>th</sup> ST NW STE 3

PO Box 7317

Rochester, MN 55903

Any violations brought to the board's attention for rules 3, 4, 5, 6, 7 and 8 will result in

written notification for the first offense, followed by a monetary fine for the second, third and subsequent offenses. The first monetary fine assessed will be a \$50.00 charge, the second a \$100.00 charge, and the third a \$200.00 charge. All violations will be reviewed by the board to determine appropriate homeowner responsibility.

Fines must be paid within thirty (30) days. A \$50.00 fee will be assessed for payments not made within the allotted time.

Homeowners who have any questions or concerns regarding contact received from the association board following a rule violation should contact the board members. Homeowners in violation of any rule not specifically outlined in the above paragraph will be notified in writing and provided no longer than thirty (30) days to come into compliance unless otherwise noted. Failure to come into compliance may result in a monetary fine until such time as the Homeowners come into compliance and notify the Board in writing of such compliance.

#### Formal Complaint Process for Crimson Ridge Members

- 1) Homeowners must communicate the issue, via Association's web site or email, to the Management Company.
- 2) If, after receiving a response from the management company, the Homeowner feels the issue hasn't been resolved, he or she may direct the Management Company to elevate the issue to the Association's Board, with their name and address redacted.
- 3) The Board will review the complaint/issue at the next scheduled Monthly meeting.
- 4) No form of communication from the Homeowner to the Board, or individual Board members, concerning the matter is to take place. If, at their choosing, the Homeowner does not attend the meeting, the Board's decision will be sent to the Homeowner.
- 5) Contact information: Crimson Ridge web site, or Email [association@matikmanagement.com](mailto:association@matikmanagement.com).

The Board reserves the right to amend the Rules at any time.