

Stillwater Crossings Townhouse Association Rules and Regulations

Revised July 2024

The Rules and Regulations contained in this document have been adopted by the Stillwater Crossings Townhome Association Board of Directors (the Board). They were created to:

- Promote a sense of community;
- Facilitate cooperation between owners in a townhome setting;
- Maintain property values and make Stillwater Crossings a great place to live.

It is the responsibility of each owner to acquaint themselves with these rules and regulations. Owners should also understand the Statutes, Declarations and Bylaws (presented to owners at their townhome closing) and pass them on to a new owner upon sale of a townhome. **Guests and non-owner residents must also abide by the rules and regulations contained in this document.**

All communication with the Board related to the rules and regulations of the Association is to be directed to the Board via the Association's current Management Company (noted below).

Sara Jenkins, Property Manager
Kingwood Management
14520 61st Street Court N, Stillwater, MN
sjenkins@kingwoodmanagement.com
651.439.7812

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Section A – Common Areas/Building Exterior

The Stillwater Crossings Bylaws contains a detailed description of common areas.

1. Homeowners are personally responsible and liable for any damage to the buildings or common areas caused by the owner, non-owner resident, pets, and/or guests. All portions of the real estate other than the interior of the townhome units (as described in the Bylaws) are common areas.
2. Residents may use barbeque grills. Based on Stillwater City Ordinance #924, gas/charcoal barbeque grills must be placed a minimum of 15 feet away from structures when in use. Gas/charcoal barbeque grills are not to be stored or used on second floor decks. Electric barbeque grills may be used on decks and patios. Grills must always be covered when not in use.
3. For safety and liability reasons, fire pits and bonfires are prohibited on Stillwater Crossings property.
4. No personal property of any kind shall be stored, placed or kept (temporarily or permanently) in or on the common grassy areas.
5. Patios or decks shall not be used for storage of personal property, except for potted plants, patio furniture and grills. Small sized deck storage boxes may be used to store items. Children's play equipment can be stored on decks or patios only.
6. In case of emergency, the Association or other emergency personnel may gain entry to units. If the owner is not home and a window or door needs to be broken, it will be done by emergency personnel. The owner will be responsible for all repair costs.
7. All exterior doors, including storm doors, and windows are considered a limited common element and are homeowner responsibility. The board reserves the right to require repair or replacement of doors and windows in poor condition or that do not meet approved specs. All exterior door and window work must be approved by the Board before installation. An ARC form is required.
8. Signs of any kind are prohibited from property without Board approval. Exception: See Section J "Selling a Townhome Unit".
9. No owner shall paint or decorate or adorn the outside of such owner's unit or install outside such owner's unit any: canopy or awning, outside radio or television antenna; or other equipment, fixtures or items of any kind, including security cameras and camera/ring doorbells, without the prior written permission of the Board. An ARC form is required.
10. The Board does not allow alterations to the existing landscaping or common areas without prior written permission. This includes but is not limited to: removal of dead shrubs, trimming of existing shrubs or new planting. An ARC form is required.

11. No holes may be made on any part of the exterior vinyl siding, fences, fascia or trim with nails or other hardware, unless they are the result of alterations permitted by the Board as outlined in an approved ARC form.
12. All internal repairs/modifications to the living units and garages are at the owner's expense. Improvements that impair the structural integrity of the building are prohibited. Owners are responsible for damage to other units, garages and common areas due to their actions or negligence. Homeowners may have up to 10 days to remove a dumpster, when the Board was previously notified prior to the dumpster being delivered. Dumpsters must fit in the driveway and must not extend past the driveway into the road. An ARC form is required.
13. Garbage collection is weekly. All residents are expected to store their garbage cans during the remainder of the week in their garage. Garbage cans are only to be put out by the curb the evening before or morning of garbage pick-up. Residents must remove their garbage can from the curb in a timely manner following garbage pick-up.
14. Holiday lights and decorations:
 - Permitted on decks, patios, trees, rock areas and shrubs immediately adjacent to your unit and entry doors. Any lights or decorations must be attached so as not to pierce or damage siding, gutters, trees or shrubs. Only holiday lights are permitted on trees.
 - Lights and decorations are not permitted on common areas of the property. No decorations may be placed on roofs or lawns. All damage caused by decorations, lighting or affixing them to the property is the responsibility of the owner.
 - Christmas trees are not allowed to be stored on decks or patios. They must be moved to the proper disposal/recycling location as per City of Stillwater guidelines.
15. All owners/residents are asked to keep their garage doors closed when not in use.
16. Mailboxes: The Post Office is NOT responsible for the Associations mailboxes. If you lose your key, or if your mailbox lock is not working, this is a maintenance expense borne by the individual homeowner.
17. Garage Sales: The City of Stillwater ordinance states: no more than two garage sales per year are held by any address in any calendar year. Each sale may not last longer than three days. Stillwater Crossings only allows garage sales to be held Thursday, Friday and Saturday. Signage must be removed when the sale is over.
 - Any items left out from sale overnight on common, and limited common elements; driveways, grass, rock beds, etc. is prohibited.
18. Ice Dams: Ice dam damage does not affect all homes. Homeowners are responsible for removal of ice dams, if they choose to have them removed or for any damage that may occur from ice dams. Homeowners may take precautions to prevent ice dams. Examples of these precautions include use of an approved roof rake to remove snow

build up or making sure proper levels of insulation are in your individual attic. Homeowners are not allowed on the roof to shovel or remove snow. The Board appreciates all Homeowners' cooperation in this issue. While damages to individual units is Homeowner responsibility, if your home is affected by ice dam damages, including water intrusion, it is imperative that you notify your property management company immediately. An ARC form is required

19. Heat Cables: Heat cables may be needed to help eliminate Ice dam build-up and water intrusion into the Unit. The cost of installing Heat Cables on the roof, gutter and down spout would be assessed to the Homeowner. An ARC form is required.
20. Business Use Restricted: No Homeowner or Occupant shall run a business of any kind, whether for profit or otherwise out of their unit. This does not include those who work remotely.
21. Portable Storage Units (PODS): The Homeowner must have prior approval from the Board. Please contact Kingwood Management for the proper form to fill out and return a week prior to your needs. It will then be sent to the Board for approval. PODS can only be used for moving purposes and may not be left longer than 5 business days. Ordering a POD without approval will be subject to a fine. Homeowners will be assessed for any damage to the driveway or surrounding area caused using a POD. The POD must fit in the driveway and cannot extend into the road.

Section B – Conduct and Noise

1. No unlawful or offensive activities shall be carried on in any townhome or elsewhere in Stillwater Crossings, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall, in the judgment of the Board, cause unreasonable noise or disturbance to others.
2. Residents shall not make or permit unreasonable noise that will disturb others. [City of Stillwater Noise Ordinance](#) applies to Stillwater Crossings. Noncompliance will result in a fine. Repeat occurrences will be fined.
3. There is a no soliciting policy at Stillwater Crossings. This includes the Homeowners as well. If you are in sales, real estate, construction, etc. do not solicit to Residents.
4. Residents should make the first attempt to resolve issues related to noise and conduct among themselves. Problems concerning conduct and noise caused by loud music, parties, bad behavior, etc. that are not resolved by the individuals involved, should be brought to the attention of the Board by emailing the Management Company.
5. As required or when appropriate (and in any emergency), the Stillwater Police Department should be notified.

6. Any fines assessed by the Board, Police and/or Fire Department are the responsibility of the homeowner.

Section C – Pets

1. Residents can have no more than two dogs per unit. There is no limit to other domestic pets. There are no breed or weight restrictions.
2. Pet owners are required to clean up all pet waste immediately. Failure of prompt clean-up is subject to fines to the owner by the Board and/or City of Stillwater. The Board may contract with a clean-up company and assess the clean-up charges to the owner.
3. Owners are responsible for any damage to property and grounds, including sod replacement, landscaping, etc. caused by their pet, guest's pet, or tenant's pet. Notice will be given to pet owners in violation of these rules. Repairs will be made by the Association and the Owner will be assessed for the cost of repairs, and a fine.
4. Pets must always be leashed while walking/exercising. A person must always accompany the pet when it is outside the townhome.
5. All pets must be housed inside the home. Other quarters such as doghouses, kennels or dog runs located outside the townhome units are prohibited. Tethering or leashing of pets to bushes, trees, other plant material, gas pipes or other building structures is not allowed.
6. Residents/owners are responsible for all behavior of their pets and must restrict them from becoming a nuisance to other residents. Dog barking is to be strictly controlled by owners.
7. All pet owners, by ownership of the unit, are hereby deemed to indemnify and hold harmless the Association, Board and Management Company against any loss or liability arising from a pet, including legal fees arising from a pet action.
8. Breeding animals is prohibited.
9. All dogs, cats or non-caged or non-aquarium domestic pets must be registered with the Board, through the Management Company. All dogs must have vaccination records on file with the management company. Cats that are allowed to be outside the home must also have vaccination records on file. A fine will be assessed for non-compliance.

Section D – Parking

1. Each townhome unit has two parking areas: the garage and the driveway directly in front of their garage door. These parking spaces are not available for use by others unless authorized by the owner in writing. There will be a maximum of four (4) cars

allowed on Stillwater Crossings property for each townhome. Any owner/resident with more than four cars must store/garage these vehicles off the Stillwater Crossings property at the owner's expense.

2. Residents can park in their garage, driveway or public streets (Bergmann Drive, Judd Trail, Timber Way) only. No parking is allowed on the finger streets directly in front of the driveways.
3. Additional parking areas are for guests. Guests are defined as any nonresident. Vehicles parked in guest parking areas must be removed in 72 hours or the vehicle will be subject to booting/towing, without notice, at the owner's expense.
4. Due to the narrow dimensions of the streets and the need for emergency vehicle passage, all vehicles parked on public streets (Bergmann Drive, Timber Way and Judd Trail) must be parked on the side of the streets closest to the City Park, except for the new wider section on both sides of the road along Judd Trail. If street parking is necessary, it is encouraged to park in the wider "cut out" sections of these public streets.
5. Parking of any vehicle on grass or landscaped areas is prohibited. Violation of this rule will result in a fine deemed appropriate by the Board in addition to the expense of repairing property damage.
6. No vehicle repairs are permitted in common areas or on townhome driveways.
7. Boats and/or recreational equipment of any kind, including but not limited to: boats of any size, recreational vehicles, motorcycles, all-terrain vehicles, and snowmobiles, are prohibited from being parked or stored on driveways or any common areas. All vehicles or equipment in violation will be removed from the property at the owner's expense without prior notice to the owner. The vehicle/equipment may be stored in an owner's garage if they allow the garage door to be closed completely.
8. All towing and storage charges incurred due to Board action for Rule and Regulations violation are the responsibility of the vehicle owner.
9. No parked vehicles can interfere with snow removal. Vehicles that are not moved for more than 12 hours after a snowfall may be towed at the owner's expense without further notice. When a snowfall is less than 1.5 inches, it is the homeowner's responsibility to remove ice and snow from their driveways and sidewalks.

Section E – Guests

1. It is the owner's responsibility to inform guests of the Association's Rules, particularly those regarding parking. Owners shall be responsible for any violation or damage caused by their guests.

Section F – Satellite Dish Guidelines and Policies

To comply with FCC OTARD Guidelines, Stillwater Crossings allows one (1) dish per unit that is one (1) meter or less in diameter that is designed to receive direct broadcast satellite service that can only be installed on an exclusive use area (deck and patio). Installation is required to be done by a licensed, insured, and bonded professional. An ARC form needs to be submitted and approved for the location of the dish and placement of wires prior to installation. The ARC form is required to ensure the dish is not on a common element and the no holes will be drilled into a common element for wires, not approval of the dish itself. The Board of Directors reserves the right to amend this guideline.

1. If there is a dish anywhere on the common elements of the unit, the homeowner shall be responsible for all costs or damage associated with the dish, damage to common areas or other property damage by removal of the dish.
2. Any removal of a dish and all accompanying wiring must be performed by a licensed, insured, and bonded professional. Removal of all construction debris from the property is the responsibility of the homeowner at the homeowner's expense. An ARC form is required.
3. Following the removal of any dish, the Association will return any affected common element to its original condition and assess any costs involved with the unit. The Association will coordinate repairs with the Associations roofing contractor.

Section G – Water Leaks, Plumbing

The Association is responsible for water leaks and maintenance of those items that are its responsibility per the governing documents but that individual unit owners are responsible for plumbing/water leaks in their own homes per the governing documents. It is strongly recommended that owners review their governing documents.

For example, a leak from the roof is an Association responsibility. A leak from your dishwasher, garbage disposal, shower, etc. is the individual unit owner's responsibility. If this water leak enters the unit below, you will need to work with that unit owner to resolve the problem and repair.

What should you do if you encounter a water leak?

1. First, take whatever action is necessary to stop the flow of water, try to determine what is leaking and then to mitigate damages. If necessary, several companies have expertise in water evacuation and clean up that you can contract with in more severe water damage matters.
2. If the leak is coming from the unit upstairs, contact the owner immediately. There was an incident where a downstairs unit sustained water from the unit upstairs and when they went to contact the upstairs neighbor there was no answer. While it is purely discretionary, upper- and lower-unit owners may want to exchange work numbers or cell phone numbers in case this happens.

3. It is also a good idea, if owners will be away from their homes for a period, whether it is a vacation or business trip, to have a friend, relative or neighbor periodically check their unit. In these instances, during the winter months, be sure not to set your heat too low, as the pipes may freeze.
4. Another precaution to prevent freezing pipes; making sure water supply to garage faucet is turned off, and drained.

Section H – Association Master Insurance Policy

The Association's master insurance policy is renewed each year in May. Each year, Kingwood Management attempts to obtain competitive bids for insurance coverage for the Association and its property (obviously including your townhome). This premium is paid for by the association. A portion of your monthly assessments is allocated for the master insurance premium.

The Board of Directors recommends each owner contacts their personal insurance carriers about purchasing an H06 policy, which covers any gaps in coverage in the Master Association Insurance Policy. Any personal claims filed under the Master Policy that do not exceed the deductible become the responsibility of the homeowner's personal insurance. The master policy deductible is **\$50,000.00** which under certain circumstances is assessed back to homeowners who experience damage to their townhome.

Section I – Rental and Leasing of Townhome Units

1. Any lease arrangement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, the Bylaws and Articles of Incorporation of the Association, as well as any rules established by the Association Board, and shall contain the agreement of the tenant to be bound by the terms of such documents and shall provide that any failure by the tenant to comply with the terms of such documents or rules shall be a default under the lease or rental agreement .
2. Owners must supply the Board, via the Management Company, with the names and phone numbers of renters/lessees.
3. Owners must send a copy of the lease, and property owner's liability coverage to the Board, via the Management Company before the renter/lessee's move in date. Should an owner rent their unit, they must notify the Board, in writing, of the rental and obtain and include a copy of said renter's rental history.
4. Owners must submit a copy of the renter's insurance for all new leases.
5. "For Rent" or "For Lease" signs or other advertising or window displays shall not be placed anywhere on the property.

6. Leases may not be shorter than one year.
7. Owners are responsible for the behavior of renters/lessees.
8. Owners must submit signed agreement showing renters have received and agree to abide by the Stillwater Crossings Associations Rules and Regulations.
9. Any violation by the renter/lessee will be assessed against the owner of the unit.
10. The unit and its garage must be leased together in their entirety and cannot be subleased.
11. Tenant requests for services shall be directed only to the property owner.
12. The homeowner must inform the Board, via the Management Company, of their current address and telephone number.

Section J – Selling a Townhome Unit

1. Minnesota State Statutes require sellers to provide a buyer a copy of a statement of their account (Disclosure Statement), setting forth the amount of any unpaid assessments or other charges due and owing the Association, together with a copy of the Association's governing documents. These documents may be obtained from the Board via the Management Company
2. Only wire "For Sale" signs are allowed on the seller's common area (close to their driveway). 4 x 4 POST SIGNS ARE NOT ALLOWED. **Sellers that do not comply with this rule will be fined \$100.00 and \$25.00 for professional sod replacement.**
3. When a Townhome unit is sold, a copy of the Warranty Deed, which is generated at closing from the sale of the unit, must be forwarded to the Board via the Management Company. This is the legal document that notifies the Board and Management Company that ownership of the unit has legally changed hands. The Board/ Management Company will not update their accounting records until they are in receipt of the Warranty Deed. Please share this information with your real estate agent. Please fax a copy of the warranty deed to Kingwood Management accounting department at 651-430- 8430.

Section K – Owner Complaint Policies and Procedures

1. Prior to reporting an infraction or dispute to the Board (via contacting Kingwood Management Company) residents should make every reasonable attempt to resolve the matter between themselves.
2. Violation of the Association rules must be documented and reported in writing, to the

Board through Kingwood Management Company. Please include the date, address and time of the incident. The name and phone number of the individual making the complaint or documenting a violation of rules should be included in the information submitted to the Board (via Kingwood Management Company).

3. Unless circumstances dictate otherwise, owner complaints will be reviewed by the Board at the next regularly scheduled Board meeting.
4. An owner may be fined, or other appropriate action may be taken by the Board of Directors, for failure to comply with the Declaration, Bylaws or Rules and Regulations of the Townhome Association.
5. Upon notification of assessment of fine or other enforcement action by the Board, an owner may request a hearing to contest the Board's action by submitting a written request to the Board (via the Management Company) within ten (10) days of the receipt of the notice of the Board's action. All decisions made by the Board at the hearing shall be final.

Section L – Grievance Procedures and Fines

1. Legal actions may be taken by the Board at any time at its sole discretion.
2. All parties involved in the violations may be heard by the Board at an upcoming meeting.
3. All fines and legal costs incurred by the Board will be assessed to the owner's statement and the owner will be held legally responsible for payment. Failure to pay a fine may result in a lien being placed on the owner's Townhome unit.

Fine Matrix for any violation(s) of the Rules and Regulations or Governing Documents.

Please note: The exception to this is dog waste. There will be an automatic fine of \$25.00 and increase in \$25.00 increments.

First Violation: Letter sent

Not fixed by deadline given: \$25.00 Fine

Reoccurs/ Continued Violation: \$50.00 Fine

Reoccurs/ Continued Violation: \$75.00 Fine

Fines continue to increase in \$25.00 increments.