

## **RULES AND REGULATIONS**

### **CANNON BLUFFS II**

#### **INTRODUCTION**

It is important that we preserve the living and architectural style that Cannon Bluffs II represents. The goal of these Rules and Regulations is to provide reasonable, practical guidelines for the operation of Cannon Bluffs II. All residents and guests are obligated to comply with these Rules and Regulations and the Association's Governing Documents. The Board of Directors of the Association may approve Rules and Regulations based upon authority contained in Section 5.6 of the Declaration of Covenants, Conditions and Restrictions of Cannon Bluffs II filed for record in the office of the Goodhue County Recorder (the "Declaration"). References to the Association means the Board acting for and on behalf of the Association. The terms used in these Rules and Regulations have the same meanings as set forth in Section 1 of the Declaration.

#### **GENERAL USE REGULATIONS**

1. Owners and Occupants are responsible for the behavior of their families, guests and tenants while at Cannon Bluffs II. Owners and Occupants should be aware of children's welfare and safety in the use of the Property, particularly with respect to vehicular traffic.
2. Owners and Occupants are obligated to comply with all applicable laws, ordinances, approvals and regulations of any governmental authority. If charged with a violation by a governmental authority, the Owner or Occupant shall indemnify, defend and hold the Association, and other Owners and Occupants, harmless from all fines, penalties, costs, attorney's fees or prosecution resulting from the violation.
3. Please be considerate of other residents. Conduct which is a material annoyance or nuisance to others is prohibited. Damage to any portion of the Property resulting from misuse shall be paid for by the responsible Owner or Occupant.
4. For health reasons, garbage and refuse should be placed in leak proof trash bags and deposited in designated trash receptacles. Municipal regulations regarding garbage pickup apply.
5. Flammable substances may not be kept on the Property except in safe containers. No inherently dangerous items such as explosives may be kept at Cannon Bluffs II at any time.
6. Cannon Bluffs II is designed to be a residential community. Business or commercial activity may not be conducted at Cannon Bluffs II, except for the limited, incidental activities described in Section 7 of the Declaration.

7. Managers and others who provide services to the Association are required to take direction only from the Board or Association officers. Comments regarding services or actions of persons performing work for the Association should be directed to the Board or to the manager.

## **USE OF COMMON PROPERTY**

1. The Common Property of Cannon Bluffs II is for the joint use of all residents. We ask that you be considerate of the rights of other residents. Residents and guests are required to refrain from disturbing or boisterous activity. The Permanently Preserved Open Space, as defined in the Declaration, is subject to restrictions on use as contained in Section 8 of the Declaration.

2. Please use your best efforts to prevent the Common Property from becoming unsightly. Personal Property may not be stored, displayed or otherwise left on the Common Property, except as approved by the Board. No storage is allowed on Outlots A, B, C, D, E and F of the Common Property.

3. Walkways, driveways and portions of the Common Property used for access to and from the Dwellings, or parking areas, may not be obstructed or used for storage, activities or for any purpose other than access and authorized parking.

4. Residents and their guests should not interfere in any manner with common utilities, equipment, systems or structures on the Property.

5. Firearms, airguns and other devices designated to fire a potentially lethal projectile may not be discharged or carried on the Common Property, except for carrying to and from a vehicle for purposes of transporting the device.

## **EXTERIOR ALTERATIONS/DISPLAYS**

1. Identification, signs or displays of any kind may not be placed anywhere on the Property without prior approval of the Board; except that a customary "for sale" sign of a reasonable size approved by the Board may be temporarily erected on the yard area of the Dwelling near the street during the period when a Dwelling is for sale.

2. No Person may modify or remove any part of the Common Property, nor change the appearance of any portion of the Common Property or the exterior of any Dwelling, except in accordance with the requirements set forth in Sections 7, 8 and 9 of the Declaration.

3. Additional buildings, animal enclosures, tents, awnings, shelters, additions, poles or other structures or physical improvements of any kind, temporary or permanent, which are visible from the exterior of a Dwelling, are prohibited without the prior written approval of the Board as set forth in Section 9 of the Declaration.

4. No antenna may be installed on the Property except: (i) one antenna one meter or less

in diameter for the purpose of receiving direct broadcast/satellite service or video programming services, or (ii) any antenna for receiving television broadcast signals, may be installed on a Dwelling, as permitted or restricted by statutes, rules, regulations and requirements of governmental authorities having jurisdiction. Antennas should be installed so as to minimize their visibility from the street side of the Dwelling and otherwise camouflage the antenna's appearance, unless such requirements would unreasonably delay installation, or unreasonably increase the cost of installation, maintenance or use of the antenna, or preclude reception of an acceptable quality signal. The Board, or a committee appointed by it, shall have authority to impose further, reasonable requirements consistent with law. The Owner shall be responsible for the maintenance of an installed antenna and related equipment, and for any damage to the Property arising out of the installation, maintenance or use of the antenna.

5. Owners and Occupants have the responsibility for obtaining approval from the Board prior to the construction of any additions to their Dwellings or any other exterior structure. If any such addition or structure is erected without approval by the Board, the Association has the right to remove the unapproved items at the expense of the violating Owner.

## **UTILITIES**

Each Owner is responsible for the maintenance, repair, replacement and charges relating to public utilities or other similar services metered solely to his/her Dwelling.

## **VEHICLES AND PARKING REGULATIONS**

1. Vehicles and trailers of any type, whether motorized or not, must be kept in garages when not in use due to the limited parking areas on the Property and the appearance of the area.

2. Outside parking may be limited during periods of snow removal or maintenance.

3. Inoperative or unlicensed vehicles or recreational equipment may not be left anywhere at Cannon Bluffs II, except in the owner's garage. All vehicles required by law to be licensed or registered must have current registration and license tags, as applicable.

4. Because of limited parking space on the Property, it is important that residents and guests park only on reinforced parking shoulders and in individual Dwellings. Reinforced parking shoulders may be used only for guest parking, and not for parking or storage of Owners and Occupants' vehicles, recreational equipment or other personal Property. Garage stalls must first be used for vehicle parking, and no garage may be used for storage or converted to another use which would prevent the parking of vehicles in the garage. The Association reserves the right to tow, and fine the owner of, any vehicle parked in an unauthorized area on the Common Property.

## **ANIMALS**

1. Domesticated common house pets such as dogs, cats, fish or birds ("permitted pets") may be kept by an Owner or Occupant in his/her Dwelling, subject to these Rules and Regulations. No other animals may be kept anywhere on the Property.

2. A maximum of two dogs <sup>OR</sup> ~~and~~ two cats ~~(or a combination)~~ may be kept in any Dwelling.

3. Any permitted pet must be housed and maintained exclusively within the Owner's Dwelling, except when under the direct control of the Owner. One outdoor pet house, shelter or enclosure of any type shall be allowed. No pet may be left unattended outdoors.

4. Owners are responsible to pay for any damage to the Property caused by their pet, and are obligated to hold harmless and indemnify the Association, and its officers and directors, against any loss, claims or liability arising out of any act of the pet.

5. Permitted pets shall not be allowed to relieve themselves on the Common Property, except on the Owner's Dwelling or in areas designated by the Board. Solid waste left on the Property shall be promptly disposed of by the pet's owner.

6. Any repeated or prolonged disturbance by a permitted pet, such as noise, odor, waste or threatening or nuisance activity, will be cause for imposition of a fine on the pet's Owner and/or the removal of the offending pet from the Property. Decisions concerning the removal of a pet shall, upon written request of the pet's owner, be made by the vote of the Owners at a meeting of the Association; provided, that the pet Owner shall pay the cost of calling and holding the meeting.

7. Notwithstanding the foregoing, no rules shall be imposed which restrict the keeping of a qualified "service animal" for a disabled or handicapped person in violation of any applicable state or federal statutes, regulations or rules.

## ADMINISTRATION

1. Waivers from the provisions of these Rules and Regulations for specific situations may be granted by the Board for good cause shown if, (i) in the judgment of the Board the waiver will not violate the Governing Documents nor interfere with the rights of other Owners or Occupants, and (ii) the waiver is granted to other Owners and Occupants under the same circumstances. Waivers will not be granted unless an emergency or highly extenuating circumstances exist.

2. The Board has the authority to amend these Rules and Regulations, and make such other Rules and Regulations, from time to time, as it deems necessary for the use, safety, care and cleanliness of Cannon Bluffs II, and for securing the common comfort and convenience of all residents.

## VIOLATIONS/HEARINGS

When there is a violation of these Rules and Regulations or the Governing Documents, the Board is authorized to pursue various remedies. These remedies include, but are not limited to, legal

action for damages or equitable relief in any court, imposition of late charges for past due assessments, imposition of reasonable fines for violations, and the correction of any condition in a Dwelling which violates the Rules and Regulations or Governing Documents. Prior to the Board imposing a fine for any violation, the Board shall, upon written request of the violating Owner, grant the Owner a fair hearing. Please refer to Section 14 of the Declaration for a complete discussion of the rights of an Owner with respect to hearings.

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