

**DEEG POND CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS
(Effective April 1, 2019)**

1. GENERAL RULES

- A. The Units shall be used by owners, occupants and their guests exclusively as private, single-family residential dwellings. Time shares, AIRBNB, or similar types of rentals are prohibited.
- B. No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted on the Property. However, an owner or occupant residing in a Unit may use the owner's Unit for home office purposes provided that such uses are: (i) incidental to the residential use of the Unit; (ii) do not involve physical alteration of the Unit in connection with the business-use component; (iii) do not involve any substantial observable business activities such as signs, advertising displays, bulk mailings, deliveries or visitation or use of the Property by customers or employees.
- C. No activity shall be conducted on the Property which could cause waste, cause a material increase in insurance rates on the Property, or otherwise cause any unusual liability, health or safety risk, or expense for the Association or any other Owner or Occupant, without the prior written consent of the Association.
- D. No items shall be kept on nor use shall be made of the Unit which would violate any existing code, ordinance, state or federal law, including but not limited to laws governing nuisance, noise and littering.
- E. No unlawful, noxious, destructive or offensive activity shall be allowed to occur on any of the Units or any part thereof, nor shall anything be done on the Property which is or may constitute a nuisance to any other owner or to any other person at any time lawfully occupying a Unit.
- F. No heating devices, refrigeration equipment, or other machinery which causes vibrations detectable from outside the Unit, is fuel-fired, or is otherwise inherently dangerous, noxious, or noisy, shall be installed or operated within any Unit.
- G. No changes shall be made to the Common Elements or the exterior of any Unit, garage or window, including but not limited to changes in appearance or color, without the prior written approval of the Association.

- H. No structural changes or alterations shall be made to any Unit without prior approval of the Association. No change or alteration shall adversely affect the structural soundness of the building in which the Unit is located without the prior written approval of the Association.
- I. No building, fencing or other structures shall be erected or maintained on the Common Elements.
- J. No stores of coal or any combustibles, flammable or hazardous goods, provisions or materials shall be kept on any part of the Property except for reasonable quantities and kinds of usual household materials and reasonable quantities of fireplace wood.
- K. No part of the Common Elements shall be used by any owner, occupant or guest in such a manner as to interfere with the use and enjoyment of the Units or the Common Elements.
- L. Owners and/or occupants shall maintain the temperature in their Units at least at fifty-five degrees Fahrenheit (55°F).
- M. Homeowners who will be out of town for more than thirty (30) days must provide notice to the property management company.

2. EXTERIOR APPEARANCE / OUTDOOR AREAS

- A. Owners and/or Occupants shall (i) maintain their Units in a clean, sightly, and safe condition; and (ii) cause the prompt removal of all paper, debris, and refuse therefrom and from the patios, egress windows, or other Limited Common Elements allocated to the Unit.
- B. All window treatments must be draperies, curtains or blinds. Use of sheets, cardboard, reflective materials, or any other material to cover windows is prohibited.
- C. No awnings or shades shall be erected over and outside of the windows, nor shall any articles or structures be hung or placed on any outside window sills, without prior written consent of the Association.
- D. No shades, awnings or other types of sun screen or privacy fences shall be installed or placed on a deck unless the owner has first obtained written authorization from the Association.

- E. No exterior wiring shall be installed nor shall there be penetrations of the walls, window frames or roofs of the exterior of a building except as authorized in writing by the Association.
- F. No air conditioning Unit shall be installed or placed in any part of a Unit other than that which was originally installed, without the prior written consent of the Association.
- G. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of a Unit so as to be visible from outside the Unit, nor shall a clothesline (including a retractable clothesline) be installed or maintained on the Common Elements, on a deck, or on the exterior of any Unit.
- H. No owner or occupant shall post any advertisements, posters or signs of any kind in or on the Property, except signs advertising the Unit “for sale” or “for rent,” except as otherwise authorized by the Association. All “for sale” and “for rent” signs shall be removed immediately upon the closing of the sale or rental of the Unit.
- I. No signs, billboards, notices or other advertising matter of any kind may be placed on the exterior of any Unit, or in the interior of any Unit so as to be visible from the outside of the Unit.
- J. Outside storage of items, including but not limited to sporting equipment, toys, bicycles, outdoor cooking equipment, yard and gardening tools and equipment, and trash and garbage containers is prohibited. Subject to these Rules and Regulations, seasonal furniture may be placed on the Unit’s Limited Common Elements.
- K. The sidewalks, walkways, entrances and driveways shall not be obstructed or used for any other purpose than ingress to and egress from the Units and parking areas within the Common Elements.
- L. No trash bins shall be stored in a location that is visible from the street, nor shall any refuse or personal items be allowed to be stored on driveways, walkways, or Common Elements.
- M. No fire pits of any kind shall be used or kept upon the Property.
- N. The use or storage of grills on decks, patios, and sidewalks is strictly prohibited. When in use, grills must be fifteen feet (15’) away from any structure.

- O. If a Unit Owner or Occupant causes damage to the exterior areas of the Property, they will receive a violation notice and have twenty-one (21) days to repair the damage. If the damage is not repaired, the Association will make all necessary repairs and all costs incurred in doing so will be assessed to the responsible Unit.
- P. Holiday decorations may be installed up to thirty (30) days prior to the respective holiday and must be removed within thirty (30) days following the holiday.

3. LANDSCAPING

- A. No owner, occupant or guest shall harm, mutilate, destroy, alter or litter on any of the landscaping work or improvements on the Common Elements, including grass, trees, and flower beds.
- B. No changes to planting or other landscaping shall be made without the prior written approval of the Association.

4. SATELLITE DISHES

- A. Installation of an antenna or dish one (1) meter or less in diameter for the purpose of receiving direct broadcast satellite service or video programming services, or any antenna for receiving television broadcast signals is permitted. Antennas or dishes installed must be securely fastened so that it will not be blown loose.
- B. Antennas or dishes must be installed on the side or rear of the Unit. No antenna or dish shall be installed on the exterior wall of any building.
 - i. The satellite dish may be installed via a roof stand provided by the installer and approved in advance by the Association.
 - a. The installer shall place a barrier between the building surface and the stand.
 - b. No holes shall be drilled in the roof or exterior wall of the building to secure such a stand.
 - c. The stand is to be sufficiently weighted, remaining upright and in place under all weather conditions.
 - d. Homeowners must provide the Association with a picture of the satellite attachment to confirm all regulations have been met.
- C. No drilling is permitted into any upright walls of the roof or exterior building surfaces.

- D. The cables must be secured to the building with fasteners in a neat and appropriate manner following the contour of the building. The building may not be punctured to affix wiring.
- E. Loose, unattached cables are prohibited.
- F. Unit owners are responsible for any and all costs associated with installation, repairing, moving and uninstalling satellite dishes. Any costs incurred by the Association related to these activities will be assessed back to the responsible Unit.

5. PETS

- A. No pets shall be permitted to be kept on the Property by any owner or occupant except conventional, domesticated animals.
- B. No kennel, dog house or outside run shall be constructed or maintained on the Property without written approval of the Association.
- C. No pets shall be kept for any commercial purpose nor shall pets be bred for a commercial purpose upon the Property.
- D. Pets must be kept under the direct control of the pet owner or another person able to control the pet whenever outside of a Unit.
- E. Pets may be tied, staked or chained upon the Property when the owners and/or occupants are present. No tethers shall be longer than fifteen (15) feet.
- F. All owners and/or occupants must pick up pet waste immediately.
- G. No pet shall be permitted to urinate on decorative plantings, lampposts, steps or sidewalks.
- H. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance to other owners and/or occupants.
- I. Owners and/or Occupants are responsible for any damage caused by an animal to the Property.
- J. Any violation of these Rules and Regulations related to pets may result in a fine and/or an order to remove a pet from the Property.

6. PARKING / VEHICLES

- A. No vehicle belonging to an owner, occupant, or their guest shall be parked in such a manner as to impede or prevent ready access to any road, driveway, mailbox, or other parking spaces.
- B. No motor vehicle shall be parked on any part of the Common Elements, other than on a driveway, between the hours of 2:00 a.m. and 6:00 a.m.
- C. No motor vehicle may be parked directly across the street from another motor vehicle. Parking on both sides of the street is prohibited.
- D. No motor vehicle shall be parked at any time along the berm of McAndrews Road East.
- E. No boats, snowmobiles, trailers, camping vehicles, buses, camper tops, "all-terrain vehicles," tractor/trailers or trucks in excess of nine thousand (9,000) pounds' gross vehicle weight shall be stored or parked on the Common Elements, except with prior written approval of the Association.
- F. No unlicensed or inoperable vehicles shall be stored or parked on the Common Elements, except with written prior approval of the Association. All vehicles shall have current license tabs.
- G. No repairs or adjustments to motor vehicles may be carried out on the Common Elements.
- H. Any oil, gasoline, or other fluid spilled on the driveways must be cleaned immediately.
- I. Any violation of these Rules and Regulations related to parking and vehicles may result in a fine and/or the vehicle being towed without notice and at the vehicle owner's expense.

7. SNOW REMOVAL

- A. All vehicles must be removed from driveways and streets in the event of snowfall in excess of 1.5 inches so as not to interfere with snow removal operations.
- B. No vehicle shall park on the paved pads near Unit numbers 1434, 1444, and 1514 when there is snow on the ground.

- C. No vehicle shall park on the wide areas of the street near Unit number 1410 or behind Unit numbers 1438 and 1324 when there is snow on the ground.
- D. Failure to remove a vehicle from the street for snow removal may result in the vehicle being towed without notice and at the vehicle owner's expense or the cost of the vendor returning for additional snow removal being assessed back to the responsible Unit.

8. LEASING

- A. All owners leasing a Unit must have a current Burnsville Rental License and provide proof thereof to the Association upon request.
- B. No owner or occupant shall be permitted to lease a Unit for a period less than thirty (30) days, nor provide for hotel-type services, including but not limited to AirBnB and similar short-term rentals.
- C. A lease of a Unit shall be for the entire Unit.
- D. All leases and rental agreements must be in writing and contain the following:
 - i. The terms of the lease shall be subject in all respects to the provisions of the Association's Declaration, Bylaws, Articles of Incorporation and these Rules and Regulations as amended from time to time; and
 - ii. Failure of the lessee to comply with the terms of the Declaration, Bylaws, and these Rules and Regulations shall be a default under the lease enforceable by the Association as well as the Unit owner.
- E. All Owners must provide the following to the Association for any leased Unit:
 - i. the Owners current address and contact information;
 - ii. a copy of the lease prior to commencement of the term of the lease (and provide an updated copy each time the lease is renewed or a new lease is entered into); and
 - iii. names and contact information for all Occupants residing in the Unit.

9. ENFORCEMENT

- A. Homeowners shall be responsible for the compliance of these Rules and Regulations and all governing documents of the Association by all family members, guests, and lessees.
- B. In the event of any violations of these Rules and Regulations, the Board of Directors shall have complete authority to implement any appropriate remedy, including, but not limited to, levying fines and costs against the responsible Person, assessing fines and costs for damage caused by a Pet or Person, towing of vehicles without advance notice and assessing Owners for repairs to damaged property.