

## **LAKEWOOD VILLAGE HOMEOWNERS ASSOCIATION II**

Lakewood Village Homeowners' Association II was established because the White Bear Lake City Council in its original special permit (1971) and subsequent additions to Bruggerman Construction Company for Lakewood Village requires that an association of homeowners accomplish architectural control and maintenance. Three documents determine how the Association is organized and define the Association powers and responsibilities:

- 1) Articles of Incorporation;
- 2) Declaration of Covenants, Conditions and Restrictions;
- 3) By-Laws; and
- 4) Rules and Regulations

Please read these three documents carefully, and keep them in your Handbook. They provide the framework for governance of the Association. With the assistance of the management company, many day-to-day concerns of maintaining our community are in the hands of an elected Board of Directors and various standing committees. Those involved are your neighbors, and their services are all voluntary. You can help your community by taking an active role on a committee or by becoming an elected member of the Board of Directors.

The success of our community depends upon the satisfaction of our residents. Please become familiar with and follow the guidelines established for the community.

This handbook contains the basic documents and the rules and regulations of the community, as well as a directory of officers and committee members. Please feel free to contact any member of the Board or one of the committees, or attend a meeting of the board to provide input or express concerns.

- **NOTE: THIS IS YOUR HANDBOOK.**
  - **IT IS YOUR RESPONSIBILITY TO:**
  - **KNOW THE CONTENTS OF THIS HANDBOOK, AND**
  - **FORWARD THESE DOCUMENTS TO ANY FUTURE BUYER OR LEASEE.**

**THANK YOU.**

## **I. ANNUAL MEETING**

The Annual Meeting of the Association is held sometime during the first half of October. Items covered at the meeting include:

- A review of the past year by the Board and various committees,
- Voting any changes in the governing documents,
- Election of new Board members from a slate prepared by the Nominating Committee, and
- Appointments to the various committees.

## **II. BOARD OF DIRECTORS**

The Association Board of Directors consists of five (5) Directors who are elected from the membership of the Association. The functions of the Board of Directors are outlined in the By-Laws of Lakewood Village Homeowners Association No. 2 (see articles IV – X).

## **III. COMMITTEES**

Each committee has a chair appointed by the Board and a secretary selected by the committee. Minutes of committee meetings shall be copied and forwarded to the secretary of the Association.

Membership on any of the committees established by the Association is open to any resident of the community. Resident participation in the affairs of the Association is strongly encouraged by the Board of Directors.

### **Architectural Control/Grounds Maintenance Committee**

The design and construction of Lakewood Village II townhouses are widely recognized as an important asset for all members of Lakewood Village. The Architectural Control/Grounds Maintenance Committee, consistent with the By-Laws and Declarations, has primary responsibility for maintaining the architectural integrity and maintenance of the Association properties, which include the buildings and the grounds.

The Architectural Control/Grounds Maintenance Committee has the following functions:

- Establish guidelines, rules and regulations for use of Association properties and inform Association members of these standards.
- Periodically review and evaluate the guidelines, rules and regulations for currency and appropriateness.
- Monitor Association properties for compliance with policies identified in numbers 1 and 2 above.

- Recommend to the Board repairs and alterations to buildings and grounds consistent with current standards and policies.
- Assure the proper maintenance of buildings and grounds that make up the Association properties, monitoring all properties on a systematic basis for condition and state of repair.
- Establish specifications for, secure and review bids for recommendation to the Board for maintenance of Association properties.
- Act as liaison with the management company contacted to maintain properties to assure quality performance of the contracts (e.g. lawn care, snowplowing, painting, etc.)
- Review requests of homeowners for modifications, replacements or repair to the exterior of buildings, or yard space and forward them to the Board with a recommendation for approval, modification or disapproval. (See Rules and Regulations section for procedures governing such requests).

### **Finance Committee**

The Finance Committee has the following functions:

- Prepare a budget for each fiscal year that is submitted to the Board for approval prior to the Annual Meeting.
- Secure bids for the Association's property and liability insurance for submission to the Board by September of the year the policy expires.

### **Hospitality Committee**

The Hospitality Committee has the following functions:

- Plan the annual Christmas party.
- Plan a potluck lunch for the day to the Spring Clean-up (Arbor Day).

### **Nominating Committee**

The Nominating Committee is regulated by the By-Laws, which require that the committee be appointed prior to the annual meeting. The committee must be chaired by a member of the Board and have two or more additional members selected from the membership of the Association.

The Nominating Committee has the following functions:

- In accordance with the By-Laws, secure at least one nominee to fill the position of each Board member whose term is expiring.

#### **IV. INSURANCE**

The Association carries a master policy that covers repair or replacement of buildings and common areas in event of a loss, and also covers liability for the Association. Each homeowner will receive a bill in October for their portion of the insurance. The master policy *does not* cover the contents of each home or personal liability; it is the responsibility of each homeowner to purchase insurance to protect against losses.

If a homeowner has a loss believed to be covered under the master policy, the homeowner *must* notify Keller Properties at 651-777-0120 prior to calling the insurance agent.

#### **V. MONTHLY MAINTENANCE FEE**

The monthly maintenance fee covers routine maintenance, including lawn care, snow plowing, light replacement, etc. The monthly maintenance fee does *not* cover major maintenance or repair items such as painting, roofing, and asphalt repair. These costs are covered by special assessments approved by the membership of the Association at the Annual Meeting. Such maintenance comes up periodically, as with the ownership of any home, and homeowners should budget for these assessments. The Association will make every effort to alert homeowners as early as possible about upcoming major costs.

#### **VI. NEW OWNERS**

New owners shall provide the Secretary of the Association with evidence of ownership within thirty (30) days of acquiring an ownership interest (see Declarations, Section 3, p. 3).

#### **VII. LEASE OF UNITS**

Homeowners who choose to lease their unit shall continue to be responsible for maintaining their unit and following the Association rules. A copy of the lease agreement shall be forwarded to Keller Properties within 14 days of the signing of the lease. A copy of the Association Handbook shall be kept by the homeowner, and a copy provided to the lessee.

##### **Lease of Units:**

The number of units leased will not be restricted. A homeowner wishing to lease their unit must have been a homeowner and occupant of their unit for a minimum of three (3) years. To lease, all assessments must be paid and remain current throughout the lease. Before leasing, a background check is required. Only those prospective tenants with no felonies or evictions from previously leased properties are eligible to lease. A copy of the

lease and background check must be placed on file with the management company once the unit is leased. The lease should be for a period of one (1) year and be renewable provided all assessments are current, property has been properly maintained and all rules and regulations of the Association have been complied with. In the event assessments become delinquent for a period greater than sixty (60) days, or the property has not been maintained, or rules and regulations of the Association have not been complied with, all costs associated with, but not limited to, maintenance that becomes necessary or any other legal remedy sought by the Association will be assessed to and become the responsibility of the owner.

## **VIII. RULES AND REGULATIONS**

### **A. ARCHITECTURAL AND GROUNDS CONTROL**

Homeowners who wish to modify, change or repair the exterior of their building, or to plant within their yard space or open spaces, shall first contact the chairperson of the Architectural Control /Grounds Maintenance Committee with a detailed request in writing, including all specifics of the proposed action, for prior approval, *before work begins*.

The Committee chair will schedule a committee review with the homeowner, and shall review the request and forward it to the Board with a recommendation for approval, modification or disapproval.

The Committee and the Board shall act upon the request within sixty (60) days of receipt of the written request.

### **B. THE FOLLOWING ALTERATIONS, REPAIRS AND REPLACEMENTS DO NOT REQUIRE COMMITTEE APPROVAL UNLESS INDICATED BELOW**

#### **1. BIRDFEEDERS AND HOUSES**

Specifications: No more than two (2) birdfeeders and/or bird houses per unit shall be allowed. Feeders and houses must be securely attached to the deck railing, to a window casement, to the divider between the decks or to a tree. **To protect trees, no more than one feeder or house shall be secured to a branch which must be strong enough to support the feeder or house.**

#### **2. LAWN ORNAMENTS AND BIRD BATHS**

Specifications: Lawn ornaments and birdbaths may be placed on or near the lower patio of the building. Common area property shall remain open for maintenance.

### **3. BUSHES AND PLANTS UNDER WINDOWS ON THE LOWER LEVEL**

Specifications: Plantings may not extend more than 2 ½ feet out from the building and may not be higher than the lower edge of the lower level window casing.

### **4. PLANTERS AND POTS**

Specifications: Planters and pots may be placed on steps, patios and decks. Safety and esthetics shall be considered in their placement. Common area property shall remain open for maintenance.

### **5. FLAG DISPLAY**

Specifications: The American flag may be displayed. It shall be in good condition. The mounting shall be painted the same color as the house paint. Other flags, windsocks and banners may also be displayed. Homeowners shall use discretion and good judgment when choosing any of these items, and shall keep them in good condition.

### **6. SEASONAL DISPLAYS**

Specifications: Seasonal displays are acceptable but shall be removed at the end of the particular season. Dead plants/wreaths shall be removed.

### **7. GLASS REPLACEMENT**

Specifications: Glass in windows and sliding glass doors may be replaced with like kind and quality glass. *Replacement of window casement requires prior approval of the Architectural Control Committee.*

### **8. GUTTERS**

Specifications: Must be metal and brown in color, matching the exterior color of the building.

### **9. MAIN ENTRY STORM DOORS**

Specifications: Replacement doors must be brown. The prototype is the Cole Sewell Mid-View Self-Storing, Model 1500 metal door, which is available from Arrow Building Supplies, Stillwater. Other brand names consistent with the Cole Sewell prototype may be substituted *only with the approval of the Architectural Control Committee.*

## **10. NAMEPLATES**

Specifications: Maximum size shall be 24” long by 8” high, and shall be located directly under the front entrance light.

## **11. NEWSPAPER BOXES**

Specifications: Newspaper boxes may be used, made of wood and painted to match the building exterior. They shall be located on the chimney chase or wall in proximity to the front steps.

## **12. PATIO AND DECK SCREEN DOORS**

Specifications: The patio and deck screen doors are an odd size (37 ½” x 81”). The brand is Crestline, and they may be obtained from Menard’s at Highways 36 and 61.

## **13. TOUCH-UP PAINT**

Specifications: Touch-up paint may be purchased at the Sherwin Williams Store located on Beam Avenue, west of White Bear Avenue. The colors are:

Building	Cobble Brown
Trim	Sable

## **14. AWNINGS**

Specifications: *The installation of awnings must be approved by the Architectural and Grounds Committee prior to installation.* Homeowners shall submit a proposal that is specific and detailed before taking action. The Committee suggests using a local company to better ensure a quality product and proper installation. The hardware (frame) for attaching the awning to the building shall be the same color as the trim on the exterior of the building. The awning shall be of a color/design that enhances the esthetic value of the home and community. Owners shall keep awnings in good condition.

## **15. REAL ESTATE SIGNS**

Specifications: Only one sign in real estate sign may be displayed per lot. (*No 4 x 4 posts*)

The sign shall be placed on the lawn area adjacent to the unit that is for sale. The sign shall be no larger than 3’ x 4’. The sign must be removed within 7 days of closing.

**C. THE FOLLOWING ALTERATIONS AND OTHER ITEMS ARE NOT APPROVED:**

- 1. BASKETBALL HOOPS**
- 2. CLOTHESLINES**
- 3. SIGNS PLACED IN WINDOWS**
- 4. OUTDOOR FIRES OR FIRE BURNERS OR PITS**

White Bear Lake City fire regulations prohibit outdoor fires within 15 feet of a structure, property line, or combustible material. See ordinance 801.050 for particular information.

**5. EXCESSIVE OR UNACCEPTABLE ORNAMENTATION, PLANTINGS, ARCHITECTURAL OR GROUNDS CHANGES.**

The Board of Directors has the authority to request that a homeowner remove or change ornaments, birdfeeders/houses, planters/pots or architectural or grounds changes considered to be excessive or unacceptable for any reason.

**6. FEEDING OF WILD BIRDS OR ANIMALS**

The ground or hand feeding of wild birds and animals is not allowed in order to prevent excessive fecal contamination, damage to grass and grounds and harm to wild birds and animals, as recommended by the City of White Bear Lake.

Damage or cleanup due to ground or hand feeding of wild birds and animals shall be charged to the feeder

**D. USE OF COMMON AREAS**

These rules are to prevent damage to the grounds, allow efficient maintenance, to enhance esthetics, and to provide safety.

**1. PLANTING TREES, FLOWERS, SHRUBS, ETC.**

All planting on common areas shall be prohibited unless approved by the Board.

**2. LITTER**

Any litter, whether caused by vendor deliveries, work on property, pets, carelessness, etc. shall be the responsibility of the homeowner to clear, whether the litter is on the homeowners property or the common areas.



### **3. PARKING**

- a. Parking is prohibited on all lawns and grassy areas. **Parking is also prohibited in “turnarounds” or at the end of the driveways.**
- b. No long-term parking of recreational vehicles, trailers, boats, campers or similar vehicles is allowed.

### **4. PETS**

Individual pet owners shall be responsible for carrying out the animal leash laws of the City of White Bear Lake as they affect the common ground.

- a. **NO** pets are permitted on common grounds unless leashed and accompanied by owners. No pets are allowed to run loose.
- b. When walking pets on common grounds, a suitable container and device to pick up droppings must be carried along. Droppings shall be immediately picked up.
- c. Repair of damage caused to grass by an accumulation of pet urine or feces shall be the responsibility of the individual owner.

### **5. SNOW REMOVAL**

Arrangements are made for snow and ice removal from the roads, sidewalks and steps. Homeowners shall participate and cooperate in order to cut expenses as much as possible.

Driveways shall be plowed by 7:00 a.m. when snow has accumulated to the point where driving is impaired. Equipment will go around any vehicles parked outside. For a most effective job of snow removal, homeowners shall arrange to move vehicles parked outside (see Parking Regulations).

Further cleanup and step shoveling shall be done during the day by the snowplow contractor. Sand shall be available for homeowners use to prevent ice accumulation and slippery conditions.

### **6. GARBAGE AND RECYCLING PICKUP**

The City of White Bear Lake provides garbage and recycling pickup service every Friday morning. Garbage and recycling materials shall be contained and placed at the curb for pickup no later than 6:00 am on Friday morning and no earlier than 12 hours prior to collection. Refuse and recycling containers shall be kept in the garage except for these times.

## **7. MONTHLY MAINTENANCE FEE**

The monthly maintenance fee is due on the first day of each month. If the fee is not paid within fifteen (15) days of the due date, a service fee shall be levied.

## **8. OUTSIDE LIGHTING**

Cul-de-sac and garage lights operate by photocells. Garage lights and sensors are maintained by Keller Properties, Inc. Any homeowner who notices a problem with the lighting shall contact a member of Keller Properties, Inc.

## **9. EXCESSIVE OR UNPLEASANT NOISE**

The City of White Bear Lake Police Ordinance states that “no person shall make or cause to be made any distinctly and loudly audible noise that unreasonably annoys, disturbs, injures or endangers the comfort, repose, health, peace, safety or welfare of persons. See Police Regulation 703.070 for specific information.

**Homeowners need to abide by the rules and regulations of the association’s handbook. An updated copy is always available online at [www.kellerpropertiesinc.com](http://www.kellerpropertiesinc.com). Rule violations will be addressed in the following manner:**

**First offense – a warning letter will be sent to the homeowner.**

**Second offense of the same infraction - \$100 fine.**

**Third offense of the same infraction - \$200 fine**

**Fines will continue to double until the problem has been resolved.**

**The cost to restore damage to Lakewood Village property and/or grounds shall be charged to the responsible party causing the damage.**