

## Hawk Ridge Homeowners Association Rules and Regulations

### Members and Association Responsibilities

Topic/Item	Responsibility		Comments
	Members	Assoc.	
<b>Alterations</b> <i>HR Declaration Section 8</i>	X		<ul style="list-style-type: none"> <li>➤ Members who wish to add or change the exterior of their units (i.e., landscaping, storm door, patio, windows) must submit an Architecture Request Form, which can be found on the Hawk Ridge website. The form will be reviewed by the Board of Directors and the member will be notified of the approval or denial.</li> </ul>
<b>Association Dues</b> <i>HR Declaration Sections 6.4e and 14.2b</i>	X		<ul style="list-style-type: none"> <li>➤ Due on the 1<sup>st</sup> of each month. A late fee of 15% will be assessed on balances over 30 days.</li> <li>➤ All members of the Association are required to pay monthly association dues by ACH. Excluding pre-payments, payments made in any alternative method will result in an additional fee of \$25 per occurrence.</li> </ul>
<b>Association Members</b> <i>HR Declaration Section 4.1 and HR Bylaws Section 3</i>	X		<ul style="list-style-type: none"> <li>➤ Each Unit equates to 1 vote.</li> </ul>
<b>Bicycles/Toys/Wading Pools</b> <i>HR Declaration Section 5.6</i>	X		<ul style="list-style-type: none"> <li>➤ Must be stored inside units or garage, not on outdoor patios or driveways.</li> <li>➤ Wading pools are allowed but must be emptied and removed from lawn areas daily and on designated lawn care mowing days.</li> </ul>
<b>Bird Feeders</b> <i>HR Declaration Section 5.6</i>	X		<ul style="list-style-type: none"> <li>➤ Members must keep the area clean and free of pests. Feeders may not be placed on grass areas.</li> </ul>
<b>Common Elements—Maintenance, Repair, Replacement</b> <i>HR Declaration Sections 3 and 9</i>		X	<ul style="list-style-type: none"> <li>➤ Common areas are for use by all Members.</li> <li>➤ Any damage caused to Common Elements will be assessed to responsible Member for repairs.</li> <li>➤ Nothing can be placed within common areas without written permission.</li> </ul>
<b>Doors</b> <i>HR Declaration Section 9</i>	X		<ul style="list-style-type: none"> <li>➤ <b>Front Door and Frame:</b> If the door or jam needs repair or replacement, the association will coordinate with a vendor, with the cost being assessed back to the unit. This also includes painting of jams and frames.</li> <li>➤ <b>Storm Door:</b> Each member is responsible for his or her storm door. Please see 'Alterations' for more information.</li> </ul>

			<ul style="list-style-type: none"> <li>➤ <b>Garage Door and Frame:</b> If the door or jam needs repair or replacement, the association will coordinate with a vendor, with the cost being assessed back to the unit. This also includes painting of jams and frames.</li> </ul>
<b>Driveway Cleaning</b> <i>HR Declaration Section 9</i>	<b>X</b>		<ul style="list-style-type: none"> <li>➤ Members are responsible for keeping their driveways clean of oil spots and other debris. Avoid harsh salt products. Use a salt- free deicer if possible. A concrete sealer should be applied to all outside concrete. Bigelow Homes recommends Crete Seal, available at Brock White Company, 6784 10<sup>th</sup> Ave SW, Rochester.</li> </ul>
<b>Driveway Replacement/Repair</b> <i>HR Declaration Section 9</i>		<b>X</b>	<ul style="list-style-type: none"> <li>➤ The association will repair or replace driveways on an as needed basis.</li> </ul>
<b>Dryer Vents</b> <i>HR Declaration Section 9</i>	<b>X</b>		<ul style="list-style-type: none"> <li>➤ To avoid a fire hazard, dryer vents must be cleaned every three years. The association will schedule cleaning every 3 years, with the cost being assessed to each unit. The cleaning shall be completed from the outside of the unit.</li> <li>➤ Remove lint from lint filter after each use. If dryer warrants repair, ask the technician to remove the back panel and clean the unit.</li> </ul>
<b>Exterior of Unit</b> <i>HR Declaration Section 9</i>	<b>X</b>		<ul style="list-style-type: none"> <li>➤ <b>Dividing Wall:</b> Repairs and replacement of the exterior dividing wall between units are Member’s responsibility, but the AC Committee and/or Management Company may assist in gathering bids and scheduling work.</li> <li>➤ <b>Deck:</b> Repairs and replacement of the exterior dividing wall between units are Member’s responsibility, but the AC Committee and/or Management Company may assist in gathering bids and scheduling work.</li> <li>➤ <b>Lights:</b> Members are responsible for replacement of bulbs.</li> <li>➤ <b>Outside Faucets:</b> All hoses must be removed from the outdoor faucets in cold weather, especially prior to freezing temperatures. Repair of broken pipes or water lines from place of hose removal will be the owner’s expense.</li> <li>➤ <b>Patio:</b> Repairs and replacement are Member’s responsibility, but the AC Committee and/or Management Company may assist in gathering bids and scheduling work. This includes fencing, pergolas, etc., that may be located on the patio. Members must keep patios clean and free from excessive clutter.</li> <li>➤ <b>Windows and Frames:</b> Repairs and replacement are Member’s responsibility, but the AC Committee and/or Management Company may assist in gathering bids and scheduling work.</li> </ul>

<b>Fine Schedule</b> <i>HR Declaration Section 6.4e</i>	<b>X</b>		<ul style="list-style-type: none"> <li>➤ Any violations to the Rules and Regulations document may incur a fine of \$50.</li> <li>➤ The Member will be notified in person and/or via phone, email, or in writing by the association’s management company or by a member of the Hawk Ridge Board of Directors.</li> <li>➤ Fines must be paid within 30 days. A \$50.00 fee will be assessed for payments not made within the allotted time.</li> <li>➤ In compliance with MN Statute 515B.3-12 (11), you have the opportunity to be heard before the Board of Directors, or appointed committee, in response to any notice of violation of the Association’s governing documents.</li> </ul>
<b>Fire Extinguisher</b>	<b>X</b>		<ul style="list-style-type: none"> <li>➤ Recommended for safety.</li> <li>➤ Check expiration date.</li> </ul>
<b>Fire Pits/Outdoor Fireplaces</b> <i>HR Declaration Section 5.6</i>	<b>X</b>		<ul style="list-style-type: none"> <li>➤ Fire pits and outdoor fireplaces are permitted on patios, decks, and driveways.</li> <li>➤ Fire pits and outdoor fireplaces on driveways must be removed when not in use and are not permitted on grassy areas.</li> <li>➤ Fires must be tended to at all times. Unattended smoldering ashes are not permitted.</li> <li>➤ Burning of leaves, branches, and debris is not permitted.</li> </ul>
<b>Flags and Poles (Decorative)</b> <i>HR Declaration Section 5.6</i>	<b>X</b>		<ul style="list-style-type: none"> <li>➤ Not more than one (1) flagpole may be attached to the residential dwelling or garage.</li> <li>➤ Freestanding flagpoles are not allowed.</li> <li>➤ A flagpole attached to the residential dwelling or garage must be constructed of permanent, long-lasting materials with a finish appropriate to materials used in the construction of the flagpole and harmonious with the residential dwelling on the lot on which it is located.</li> <li>➤ The flagpole must be maintained in good condition. A deteriorated or structurally unsafe flagpole must be repaired, repaired, or removed.</li> <li>➤ Permitted flags must be displayed in a respectful manner, in accordance with current federal, state, or military code.</li> </ul>
<b>Garbage/Recycling Containers</b> <i>HR Declaration Section 5.6</i>	<b>X</b>		<ul style="list-style-type: none"> <li>➤ Must be stored in garage when not out for collection.</li> <li>➤ After collection, they must be returned to the garage within 24 hours.</li> </ul>
<b>Gutters/Downspouts</b> <i>HR Declaration Section 9</i>		<b>X</b>	<ul style="list-style-type: none"> <li>➤ The Association will repair/replace gutters on an as-needed basis, as determined by the Board.</li> </ul>

<b>Icy Sidewalks</b> <i>HR Declaration Section 9</i>	<b>X</b>		<ul style="list-style-type: none"> <li>➤ Members are responsible for salting their walkways and driveways. Salt containers are placed at mailbox stations during winter months for members to apply salt to mailbox areas when conditions require.</li> </ul>
<b>Irrigation</b> <i>HR Declaration Section 9</i>		<b>X</b>	<ul style="list-style-type: none"> <li>➤ The Association will make best efforts to ensure the irrigation system is maintained in working order. Members are encouraged to report any deficiencies found. Damage to irrigation components, such as sprinkler heads, caused by a Member shall be repaired with the costs being assessed back to the Member (i.e., driving over sprinkler head).</li> </ul>
<b>Landscape – Association Responsibilities</b> <i>HR Declaration Section 9</i>		<b>X</b>	<ul style="list-style-type: none"> <li>➤ The Association contracts with a vendor for the following landscaping work:</li> <li>➤ <b>Lawncare:</b> mowing of grass, trimming, weed control and fertilizer</li> <li>➤ <b>Snow removal:</b> plowing of drives, sidewalks, and association roads after snowfalls of 2” or more. Members must make arrangements for snow removal for accumulations less than 2”.</li> <li>➤ <b>Edging:</b> The Association will repair/replace black edging on an as-needed basis. Members will have the option to upgrade the edging to an approved stone, with the cost difference between the black edging and the stone being assessed to the member.</li> <li>➤ <b>Trees:</b> The association will trim, remove, and/or plant trees on an as-needed basis, as determined by the Board of Directors.</li> </ul>
<b>Landscape - Members’ Responsibilities</b> <i>HR Declaration Sections 7.11 and 8</i>	<b>X</b>		<ul style="list-style-type: none"> <li>➤ Keep landscaped areas adjacent to their Unit free of debris and weeds.</li> <li>➤ Replace dead plants or add plants at Member’s expense.</li> <li>➤ Potted and hanging flowers/plants on patios/decks and by the home entrance are allowed.</li> <li>➤ Birdfeeders and birdbaths are permitted within the landscaped area adjacent to each Unit. Members must keep birdfeeder areas clean.</li> <li>➤ All gardening equipment (e.g., hoses, water cans, tools, supplies) should be stored in the garage or in a disguised area when not being used.</li> <li>➤ The AC Committee or management company will notify members if landscaping maintenance is needed.</li> <li>➤ <b>Members who wish to add or change their landscaping must submit an Architecture Request Form (found on the Hawk Ridge website). The form is submitted to the Board or AC Committee for review. The Board or management company shall give the Member written notice of approval or disapproval.</b></li> </ul>

<b>Leasing</b> <i>HR Declaration Section 7.3</i>	<b>X</b>		<ul style="list-style-type: none"> <li>➤ The length of any lease must be a minimum of 6 months.</li> <li>➤ Leases must be in writing and a copy of the lease agreement must be filed with the management company one week prior to the start of the lease.</li> <li>➤ Lease agreement obligates tenant(s) to comply with all the Hawk Ridge governing documents.</li> <li>➤ The Unit must have a valid rental certificate and be in compliance with all city, state, and federal codes and guidelines.</li> <li>➤ Current contact information for tenant(s) and member must be filed with the management company.</li> </ul>
<b>Mailboxes</b> <i>HR Declaration Section 9</i>		<b>X</b>	<ul style="list-style-type: none"> <li>➤ The Association will maintain the mailbox stations.</li> <li>➤ Members are responsible for their mailbox keys. The Association does not hold copies of keys. Replacement keys can be arranged by the member with the USPS.</li> </ul>
<b>Moving</b> <i>HR Declaration Section 7</i>	<b>X</b>		<ul style="list-style-type: none"> <li>➤ One (1) 'For Sale' sign is allowed to be placed directly in front of a unit when selling.</li> <li>➤ Members must notify management of the sale and provide contact for the new owners.</li> <li>➤ When moving in or moving out, a trailer or moving vehicle may be parked in approved areas for up to one (1) week with written pre-approval from the Board of Directors.</li> </ul>
<b>Noise</b> <i>HR Declaration Section 7.9</i>	<b>X</b>		<ul style="list-style-type: none"> <li>➤ No noxious or offensive activity shall be permitted in any home or on the Common Elements. Nothing shall be done, either willfully or negligently, that may be a nuisance to other homeowners.</li> <li>➤ Each member should make every effort to minimize noise intrusion in any form from 11pm to 6am.</li> </ul>
<b>Parking/Parking Pads</b> <i>HR Declaration Section 7.7</i>	<b>X</b>		<ul style="list-style-type: none"> <li>➤ The parking pads within Hawk Ridge are for visitors. They are not for Member's extra vehicles. Visitor parking may not exceed 48 hours unless approved by the Board.</li> <li>➤ Parking is allowed on Hawk Ridge Ct for up to 24 hours and must follow Rochester City Ordinance 134.25. All vehicles must allow enough space for all passenger vehicles and emergency vehicles to access each residence without delay.</li> <li>➤ Vehicles parked on the street, pads, or driveways must be in operable condition and have current registration.</li> <li>➤ If a vehicle is parked in the driveway and impedes snow removal efforts by the vendor, the member will be responsible for removal of that snow around and under the vehicle.</li> <li>➤ Garages shall not be converted to other uses or used for storage or other purposes that would prevent the parking of two (2) automobiles in the garage.</li> </ul>

			<ul style="list-style-type: none"> <li>➤ Vehicle repair is not allowed on driveways, roads, or parking areas.</li> <li>➤ Trailers, recreational vehicles, and similar vehicles are allowed to be parked in driveways for up to 24 hours, and up to twice per month.</li> <li>➤ 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 result in fine and immediate removal of the vehicle at the owner’s expense.</li> </ul>
<b>Pets</b> <i>HR Declaration Section 7.8</i>	<b>X</b>		<ul style="list-style-type: none"> <li>➤ Pet owners assume full responsibility for nuisances, personal injuries, or property damage caused by their pet. It is strongly recommended that any pet owner carry personal liability insurance and/or pet liability insurance to protect their accumulated wealth and assets. <ul style="list-style-type: none"> <li>• Damage to lawn areas will be repaired by the Association’s vendor of choice and the cost of repair will be assessed to the Member.</li> </ul> </li> <li>➤ Pet owners must properly dispose of their pet’s waste on a daily basis.</li> <li>➤ Pet owners must adhere to Rochester City Ordinance 3.1. Animals must be on a leash and in total control by its owner when outside the unit or in common areas.</li> </ul>
<b>Road and Sidewalk Repair/Replacement</b> <i>HR Declaration Section 9</i>		<b>X</b>	<ul style="list-style-type: none"> <li>➤ The Association will repair or replace the sidewalks and private roads on an as-needed basis.</li> <li>➤ Members should report any problems to the management company.</li> </ul>
<b>Rodent Removal</b> <i>HR Declaration Section 9</i>	<b>X</b>	<b>X</b>	<ul style="list-style-type: none"> <li>➤ Members are responsible for extermination efforts within or on their units.</li> <li>➤ The Association will take care of all common areas where pests have become a nuisance or destructive.</li> </ul>
<b>Roof Repair/Replacement/Maintenance</b> <i>HR Declaration Section 9</i>		<b>X</b>	<ul style="list-style-type: none"> <li>➤ The Association will maintain roofs and vents in workmanship-like condition.</li> </ul>
<b>Satellite Dish/Antennas</b> <i>HR Declaration Section 8.1f</i>	<b>X</b>		<ul style="list-style-type: none"> <li>➤ No owner may have more than one (1) satellite dish installed at any time. A satellite dish must be removed at the time a homeowner sells his or her property, unless the new homeowner agrees to assume responsibility, in writing, for the satellite dish.</li> <li>➤ Members who wish to add or change a satellite dish must submit an Architecture Request Form (found on the Hawk Ridge website). The form is submitted to the Board or AC Committee for review. The Board or management company shall give the Member written notice of approval or disapproval.</li> </ul>

<b>Siding</b> <i>HR Declaration Section 9</i>	<b>X</b>	<b>X</b>	<ul style="list-style-type: none"> <li>➤ The association will repair or replace siding on an as-needed basis, as determined by the Board of Directors.</li> <li>➤ Members are responsible for the cleaning of their unit’s siding, and that siding is to be kept in a clean condition.</li> </ul>
<b>Signs</b> <i>HR Declaration Section 8.1a</i>	<b>X</b>		<ul style="list-style-type: none"> <li>➤ No signs of any kind shall be displayed on a lot to the public, with the exception of ‘For Sale’ signs, without permission from the Board</li> </ul>
<b>Smoke Alarms/CO Detectors</b>	<b>X</b>		<ul style="list-style-type: none"> <li>➤ Replace batteries yearly.</li> <li>➤ Check expiration date on alarm units and replace entire unit every 10 years.</li> </ul>

**HR Declaration Definitions (Section 1)**

- ❖ Common Elements: “. . . all parts of the Property except the Units, including all improvements thereon, owned by the Association for the common benefit of the Owners and Occupants. . . .”
- ❖ Dwelling: “. . . a part of a building consisting of one or more floors, designed for occupancy as a single-family residence and located within the boundaries of a Unit. . . .”
- ❖ Member: “. . .all persons who are members of the Association by virtue of being Owners as defined in this Declaration. The words ‘Owner’ and ‘Member’ may be used interchangeably in the Governing Documents.”
- ❖ Unit: “. . . any platted lot subject to this Declaration upon which a Dwelling is located or intended to be located, as shown on the Plat, . . . Other

**Hawk Ridge Website - [www.hawkridgeha.com](http://www.hawkridgeha.com)**

**These Hawk Ridge Rules and Regulations were adopted by the Board of Directors on 5/25/2022, revised on 3/6/2024.**