

**Northfield Housing and Redevelopment Authority (HRA)  
Thursday, February 11, 2010 – 5pm  
Council Chambers – City Hall**

**MEETING AGENDA**

**HRA MEETING**

**5:00 PM**

**1. Call to Order**

\_\_\_\_\_ Dayna Clemment  
\_\_\_\_\_ Leota Goodney

\_\_\_\_\_ James Crow  
\_\_\_\_\_ Kris Lee Vohs

\_\_\_\_\_ Kevin Fink

**2. Approval of Minutes**

- a. January 14, 2010

**3. Public Comments**

**4. Presenter**

- a. Jenny Larson, Three Rivers Community Action, Inc.  
*Update on the Home Matters projects*

**5. Action Items**

- a. Amend lease and addendum for Elianna properties to  
comply with HOA rules and regulations

MOTION

**6. Discussion Items**

- a. Architectural Review Committee for Maple Hills

**7. Informational Items**

- a. Land trust dissolution: next steps  
b. Elianna Units  
    i. HOA Update  
    ii. Lease-up Update  
c. Foreclosure Updates

**8. Next Meetings**

- March 11, 2010

**9. Adjournment**

Please call Michele Merxbauer at 507-645-3047 if you cannot attend the meeting.  
HRA PACKET INFORMATION IS NOW AVAILABLE ONLINE AT:  
[www.ci.northfield.mn.us/meetings/HRA](http://www.ci.northfield.mn.us/meetings/HRA)

The mission of the HRA is to be a partner in providing a sufficient supply of  
affordable, adequate, safe and sanitary dwellings in Northfield.

Present:                    Leota Goodney, Jim Crow, Kris Vohs, Kevin Fink  
Absent:                    Dayna Clemment  
Also Present:            Michele Merxbauer – Housing Manager, Barb Neitzel – Recording Secretary

1) **Call to Order and Approval of Agenda**

Chair Goodney called the meeting to order at 5:00 p.m.

2) **Approval of Minutes**

K. Fink noted a change to Page 2, Rental Opportunities, line 2, to replace “St. Olaf Student” with “student intern.”

**A motion was made by J. Crow and seconded by K. Vohs to approve the minutes of December 10, 2009 as amended. All in favor. Motion carried.**

3) **Public Comments - None**

4) **Action Items**

a. Elianna Drive

M. Merxbauer distributed two bids for blinds at the Elianna Drive units.

**A motion was made by J. Crow and seconded by K. Vohs to accept Bid B for 2” standard faux wood blinds. All in favor. Motion carried.**

Prior to approving the lease, the HRA considered a Pet Addendum brought forth by M. Merxbauer. The following changes were made:

- Delete Item #1 requiring additional rent per month
- Add item stating a limit of 2 pets per unit
- Item #2, line 1 – change “Non-refundable Pet Deposit” to “Refundable Pet Deposit”
- Item #2, line 2 – Add “\$300 deposit for first pet with scaled rate for second pet”

**A motion was made by K. Fink and seconded by J. Crow to approve the Pet Addendum as revised. All in favor. Motion carried.**

i. Approve lease

The HRA reviewed the MN Standard Residential Lease and made the following revisions:

- Tenants shall not paint without the landlord’s written consent and landlord shall have veto power over the color
- Smoking shall be only be allowed outside of the premises
- Satellite dishes will require the landlord’s written consent and must be professionally installed
- Tenants must sign a 6-month lease which will then become month-to-month

**A motion was made by J. Crow and seconded by K. Fink to approve utilizing the MN Standard Residential Lease for the Elianna Townhomes as revised. All in favor. Motion carried.**

ii. Approve rental application form and amount

The following revisions were made to the Rental Application Form:

- State that all adult tenants over the age of 18 must complete the rental application form
- Require Social Security Number or document of legal residency
- Charge \$50 application fee to cover criminal background check

**A motion was made by K. Vohs and seconded by K. Fink to approve the rental application and fee as revised for the Elianna Townhomes owned and rented by the HRA. All in favor. Motion carried.**

iii. Approve rent and deposit amounts

The HRA discussed providing a payment schedule option allowing tenants up to three months to pay for the damage deposit.

**A motion was made by J. Crow and seconded by K. Fink to approve the deposit and monthly rent amount of \$900, pet deposit of \$300, and three month term to pay damage deposit. All in favor. Motion carried.**

iv. Approve tenant screening process

The following changes were made to the tenant screening process:

- Notification of approval or denial will be in writing within **3** business days of receipt of background check.
- Deposit shall be paid within three months of signing the lease.

**A motion was made by K. Vohs and seconded by J. Crow to approve the tenant screening process for the Elianna townhomes owned and rented by the HRA as adjusted. All in favor. Motion carried.**

a. Election of 2010 Officers

**A motion was made by K. Vohs to nominate D. Clemment for Secretary. Motion died for lack of a second.**

**A motion was made by J. Crow and seconded by K. Fink to approve the current slate of officers for FY2010: L. Goodney – Chair, J. Crow - Vice Chair, K. Fink – Secretary. All in favor. Motion carried.**

5) **Announcements**

M. Merxbauer spoke regarding the land trust properties located in the Maple Hills Addition and reported the City and HRA purchased 50.66 acres in 1999; the HRA's contribution was \$90,000. The HRA will now proceed with the transfer of the fifteen remaining properties from the Cannon River Community Land Trust to the homeowners with a mortgage agreement to the HRA.

6) **Next Meeting**

- a. February 11, 2010

7) **Adjournment**

The meeting was adjourned at 6:02 p.m.

Respectfully submitted,  
Barb Neitzel – Recording Secretary

DATE: February 2, 2010  
TO: Housing & Redevelopment Authority  
FROM: Michele Merxbauer, Housing Manager  
RE: Presentation by Jenny Larson, Three Rivers Community Action, Inc.

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**SUMMARY**

Jenny Larson of Three Rivers Community Action, Inc. will be present at the HRA meeting to update the Board of the three homes currently being refurbished by the Home Matters program, including status of rehab, upcoming PR events, and timeline of completion. Jenny will also report on new funding sources that have become available and how they may be utilized.

**ACTION REQUESTED**

No action is requested of the HRA.

DATE: February 2, 2010  
TO: Housing & Redevelopment Authority  
FROM: Michele Merxbauer, Housing Manager  
RE: Amendments to the Elianna lease and addendums

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### **SUMMARY**

Staff received a copy of the Home Owner Association Rules and Regulations for the Elianna properties from the HOA President, Kari Triplett. Certain requirements listed in this document conflict with rules and requirements as laid forth by the HRA for the rental properties. The HRA, as the homeowner, must comply by the HOA Rules and Regulations:

- Leases must 12 months long;
- Pets are restricted to 1 75 lb dog or 2 dogs with combined adult weight of 50 lbs;
- Maximum of 2 cats per unit;
- Lease must include a paragraph informing tenant of the HOA's authority to enforce the Rules and Regulations;
- Tenants must be advised to obtain homeowner insurance policy;
- \$200 of damage deposit shall be paid to the HOA for wear and tear to common property

Changes to the lease and addendum are located on page 6, #36 in Attachment 1 and are highlighted or struck in Attachment 2. These changes allow the lease and addendum to be in compliance with the HOA Rules and Regulations as laid out in Attachment 3 in the Townhome Rules & Regulations Section on page 3 regarding Pets, and pages 4 and 5 regarding Leasing.

### **ACTION REQUESTED**

Staff requests the Board to make a motion approving the changes to the lease and addendums to be in compliance with the HOA Rules and Regulations.

Failure to comply with the HOA rules and regulations may result in monetary fines and, eventually, the possibility of a lien placed against the unit and/or foreclosure proceedings. The Enforcement Policy, including Violations, Hearing and Fines, is detailed on pages 10 and 11 of the Townhome Rules & Regulations.

## **ATTACHMENTS**

1. Lease
2. Addendum
3. HOA Rules and Regulations
  - Section 1: Townhome Rules & Regulations
  - Section 2: Master Rules & Regulations

Pet Addendum  
Addendum to the Rental Agreement

THIS AGREEMENT is hereby attached to and made a part of the Rental Agreement dated \_\_\_\_\_, 20\_\_\_\_\_, by and between the Northfield Housing and Redevelopment Authority (Owner) and \_\_\_\_\_, Resident, for the premises located at \_\_\_\_\_.

Whereas the Resident requests to keep a certain pet described below on the said premises and the Rental Agreement specifically states prior authorization must be obtained prior to pet occupying the premises; the Rental Agreement is hereby amended to grant such permission to the Resident. The Resident agrees as follows:

1. To deposit with the Owner/Agent a "Refundable Pet Deposit" in the amount of \$300 for the first pet and a scaled rate for a second pet which shall be held as security for the faithful performance of this Pet Agreement.
2. A maximum of two pets is permitted in the unit. An aquarium of fish is considered one pet.
  1. Dogs, cats, birds and fish are the only pets allowed in the unit. Rabbits and reptiles, livestock or poultry is prohibited.
  2. Only one dog weighing 75 lbs or less when full grown, or two dogs with combined adult weight of 50 lbs, is permitted.
  3. A maximum of two cats is allowed per unit.
3. To keep the pet from causing any annoyance or discomfort to others and to immediately remedy any complaints concerning the pet.
4. To keep the pet from damaging any property belonging to the Owner/Agent or others.
5. To immediately pay for any injury, damage, loss, or expense caused by the pet (*In this regard, it is expressly understood that at no time shall the Resident apply any part of the Pet Deposit towards such amounts due, but rather, the Resident shall make restitution immediately and separately from the Pet Deposit. It is further understood that such restitution shall be made over and above any rent paid in accordance with Item #1 of this Pet Agreement.*)
6. To keep the pet under control at all times.
7. To keep the pet restrained, but not tethered, when it is outside of the dwelling.
8. Not to leave the pet unattended for any unreasonable periods.
9. To hold the Owner/Agent harmless from all liability arising from the Resident's ownership or keeping of the pet, including but not limited to any liability resulting from the Owner/Agent turning said pet over to local pet policing authorities should the pet be found unsupervised.
10. To dispose of the pet's droppings properly and quickly.
11. To provide to the Owner/Agent a picture of the above named pet.
12. To insure that pet will wear the appropriate Local Animal License, a valid Rabies Tag and tag bearing the owners name and phone number. All licenses and tags must be kept current.
13. To provide the Owner/Agent with evidence from the Veterinarian that all necessary shots are current.
14. Resident agrees to control flea infestation and will exterminate if necessary, and upon demand, in any and all areas affected with full cost to be paid by tenant.
15. Resident agrees that Owner/Agent will not be responsible for the injury, harm, or death of the animal, and agrees to hold Owner/Agent harmless for any damages suffered as a result of any harm caused on the animal or by the animal upon another person, guest or employee. Resident shall be responsible for the entire amount of all damages caused by the pet as well as the entire amount of any injury to individuals or property. Resident is encouraged to obtain a Pet Liability Policy that can be added as a rider to most renter insurance policies.
16. Pet must be spayed/neutered/declawed.
17. If Resident chooses to keep a fish aquarium of over 10 gallons, Resident must show proof of valid Renter's Insurance to cover the cost of damages should the aquarium break.
18. Pet shall not create any conflict or disturbance with others and will not threaten any physical harm to anyone.
19. Tenant must abide by all pet policy requirements as identified in the HOA Rules and Regulations.

The permission granted herein is limited to a certain pet named \_\_\_\_\_ and described as follows:  
Type of Pet: \_\_\_\_\_ Breed: \_\_\_\_\_ Color: \_\_\_\_\_  
Full-grown weight: \_\_\_\_\_ Full-grown height: \_\_\_\_\_  
Age: \_\_\_\_\_ Sex: \_\_\_\_\_ Neutered: YES NO Declawed: YES NO

Should the Resident fail to comply with any part of this Pet Addendum, the Owner reserves the right to revoke permission to keep the pet. In such event, the Resident agrees to permanently remove the pet from the premises within 48 hours of receiving written notice thereof from the Owner; failure to comply with same should be grounds for immediate termination of the Rental Agreement.

I ACCEPT FINANCIAL RESPONSIBILITY FOR THE ENTIRE AMOUNT OF ANY DAMAGES OR INJURY TO PERSONS OR PROPERTY THAT MAY OCCUR BECAUSE OF MY PET. I AGREE THAT I HAVE RECEIVED, READ AND UNDERSTAND THE PET PROVISIONS AS LISTED IN THE HOA RULES AND REGULATIONS. I UNDERSTAND THAT VIOLATIONS OF ANY OF THESE RULES MAY BE GROUNDS FOR REMOVAL OF MY PET AND/OR TERMINATION OF MY TENANCY.

RESIDENT \_\_\_\_\_ OWNER \_\_\_\_\_

RESIDENT \_\_\_\_\_ AGENT \_\_\_\_\_



**Equal Housing  
Opportunity**

## **ARGUS**

### **T O W N H O M E RULES & REGULATIONS**

The Board of Directors of your common interest community have established the following Rules and Regulations to create the most livable and enjoyable conditions for the majority of the members/owners. The rules were given substantial consideration; not established in an arbitrary fashion or to create a hardship on anyone. With mutual respect, consideration and cooperation, all may enjoy the many benefits of community living to its fullest.

#### **Registration and Payment of Assessments**

1. All owners are required to register their current name, address where they reside, list of all vehicles which will be left on site and telephone numbers with the Association. Please send information to Fargaze Meadows Homeowners Association, Attn: Darci, 418 East County Road D, Little Canada, MN 55117. Failure to provide this information within 30 days after assuming ownership shall result in an automatic fine of \$100.00 for each month the owner fails to register. In accordance with the Association documents, any owner who has not registered will not have voting rights or use of any recreational facilities.
2. All owners are asked to make their Association assessment payments via check or money order. Please remember that payments are dues the first of each month. Any payment not received in full by the 15<sup>th</sup> day of any month will be subject to a late fee of \$30.00 per month. Any payment which is more than 60 days delinquent may be subject to acceleration and legal action in accordance with the Association documents.

#### **Use of Community**

1. Individual homes shall only be used for single family residential purposes by unit owners, their immediate families, tenants and guests. Commercial or business activity is limited to professional occupations carried on within a living unit and without external evidence of same.
2. Children are welcome at our community. Residents who have children or have guests, who have or are children, shall warrant that they abide by the Rules and Regulations of the Association. Parents, resident and homeowners are responsible for their own children's' and guests' safety while on common areas of the community. Bicycles and toys may not be stored on common property or exterior limited common property at any time.
3. Residents shall not conduct any activity nor maintain any item within their home, patio, deck or yard area, garage or on the property which is unlawful, hazardous or could result in a rate increase or cancellation of Association insurance.
4. Occupancy shall not exceed an average of two persons per bedroom.

5. All internal repairs to living units and garages are at the owner's expense. Owners are responsible for damage to other units, garages and common areas due to insurance loss, deductible, non policy covered items, their actions, negligence or failure to make necessary repairs.
6. Improvements or alterations within units that impair the structural integrity, mechanical systems or lessen the support of any portion of the building are prohibited.
7. Tampering with any common area electrical, mechanical, plumbing, TV cable, antenna, fire systems, irrigation lines or pool and recreation equipment is prohibited. In addition to the cost of repair and/or replacement, the responsible party will be fined \$100.00 by the Association per incident.
8. Residents shall not overload the electrical wiring in the buildings, or operate machines, appliances, accessories or equipment which may cause unreasonable disturbance to other residents.
9. Wood burning stoves are prohibited. Installation of a gas fireplace may be allowed in locations provided, subject to approval as referenced in the Architectural section of the Rules and Regulations.
10. Garage areas shall be solely for the use of parking motor vehicles, bicycles and storage of personal property. No owner shall erect any structure to utilize the garage area as a part of the unit or living area or for business purposes.
11. Garage doors shall not be left open while unattended. Owners may leave their doors up 6-12 inches for ventilation during the months of May through September.
12. Other than those sponsored by the Association, garage sales are not allowed on the property. The Association may designate days which owners may hold garage sales.
13. Park and picnic area shall be used only during the hours of 8:00 AM and 10:00 PM. Any guest using the recreation areas must be accompanied by an owner at all times. For health and safety, children under the age of 14 should be supervised by an adult at all times. The Association takes no responsibility for anyone using these areas. Owners are asked to please remove all debris.

#### **Guests**

1. It is the owner's responsibility to inform guests of the community Rules and Regulations, particularly those regarding parking. Owners shall be responsible for any violation and damage caused by their guests.
2. Homeowners should advise the Association and neighbors of guests occupying their home for more than 21 days in their absence.

## **Pets**

1. Animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall not be raised, bred or kept in any home, garage or on the common property. Household pets such as dogs, cats, birds and fish are the only pets permitted in homes.
2. Only one (1) dog weighing 75 pounds or less when fully grown or two (2) dogs with a total combined weight not exceeding 50 pounds or less when fully grown will be permitted in any unit. A maximum of two (2) cats is allowed in any unit
3. All pets are subject to any and all City Pet Ordinances.
4. Pets are not permitted in common areas unless carried or on a leash.
5. Pet owners will not permit pets to leave waste on neighbors living areas and common grounds. Pet owners are required to carry a suitable disposal container/bag and immediately remove waste from the grounds.
6. Pet owners shall be considerate when walking their pets so as to not allow pets to make deposits around patios and mailboxes.
7. Unattended pets shall not be kept or restrained on patios, decks, garages or anywhere on common property.
8. Commercial breeding is prohibited.
9. Owners are responsible for any damage to property and grounds, including sod replacement caused by their pet, guest's pet or tenant's pet. Owners must replace any damaged sod or landscaping before June 1<sup>st</sup> of each year or be subject to a \$25.00 per week fine in addition to any cost for the Association to conduct the repair. Owners must keep all landscaping in a healthy condition from June 1<sup>st</sup> to September 30<sup>th</sup> of each year.
10. Pets must not be permitted to habitually bark, cry or behave so as to annoy or endanger the safety or comfort of other residents and become a nuisance to the Association.
11. Pet owners shall indemnify and hold harmless the Association and the management against any loss or liability arising from a pet.
12. Pets are not permitted near or in any recreational areas of the Association.
13. Kennels, dog houses or animal pens of any kind are prohibited.

The first violation of pet rules and regulations will result in a warning letter from the Board of Directors advising the owner of the violation and consequences of additional infractions. The second violation will initiate another warning letter in addition to a \$50 fine. The fine will be added to the owner's account and if not paid promptly, will initiate a late charge to the account. If a third violation occurs, the resident will receive written notice to permanently remove the pet from the property within three days. Refusal to remove the pet will then result in an additional \$50 per day fine.

## **Selling**

1. Prior to listing their unit for sale, owners must notify the Association.
2. "For Sale" signs or other advertising or window displays shall not be placed anywhere on the property.
3. Open houses may only be held on Saturdays or Sundays from 9:00 A.M. thru 6:00 P.M. Open house signs will be allowed during the hours of the open house (one in front of the home and one at each main entrance to the community). Signs must be removed by 6:30 P.M.
4. Lock boxes may only be located on the garage door or front door of the respective unit for sale. Lock boxes must be coated with a protective soft covering.
5. Owners must provide the Association Governing Documents and Rules and Regulations to a potential buyer prior to entering into a purchase agreement.
6. Minnesota Statutes require sellers to obtain a copy of a Disclosure Statement including the amount of any unpaid assessments or other charges due and owing the Association. Statements must be obtained from Fargaze Meadows Homeowners Association and require a ten day notice and payment of a processing fee to be paid by the seller. An additional fee will be required of the seller when a statement is requested with less than a ten day notice.

## **Leasing**

1. A unit homeowner shall not lease the unit to a tenant unless the owner first obtains and approves a criminal background investigation on the tenant. Such an investigation shall be performed by a company licensed to conduct criminal background investigations. To demonstrate compliance, the homeowner must provide to the Association an official receipt from the company performing the investigation stating that the results of the investigation have been delivered to the unit owner. Failure to provide proof of the criminal background check will be assessed a \$1,000 fine.
2. "For Rent" or "For Lease" signs or other advertising or window displays shall not be placed anywhere on the property or surrounding boulevards areas.
3. A fee of \$100 will be assessed for each issue the Association must deal with relating to any renter or rental unit and the owner. It shall be the owner's responsibility not the Association to prevent or address all tenant related issues and disturbances. Owners are liable and responsible for the conduct of their renters at all times.
4. Owners must provide the address and phone number of their off-site residence if they are renting out their home within the community and also provide the name of each occupant or renter within any home. A fine will be assessed to any owner failing to provide such information.

5. Owners must provide a potential tenant with a copy of these Rules and Regulations for review prior to entering into a lease. Owners must include a paragraph in their lease informing the tenant of the Association's authority to enforce the Declaration, By-Laws, and Rules and Regulations.

6. Owners shall advise all tenants to obtain a tenant homeowner insurance policy also known as an H04 policy. A certificate of insurance shall be provided to the Homeowners' Association. Owners are advised to maintain their own insurance on the respective property.

7. Request for service from tenants of owners shall be directed only to the landlord. The Association shall have no responsibility or liability to respond to guest, occupant or tenant requests.

8. Owners are responsible for tenant compliance with the Community Documents including the Rules and Regulations. Lease Agreements shall provide that the renters of the lease must be subject in all respects to the provisions of the Governing Documents of the Association and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. Fines for violations are the responsibility of the owner and will be added to the owner's account.

9. On all leased units, a move in/out fee of \$200.00 must be paid to the Association, prior to any move into or out of the property. This is to compensate the Association for additional wear and tear to the common property. If the Association is not notified of a move and/or the fee not paid in advance, the owner will be fined an additional \$100 by the Association.

10. Homes may not be leased for a period of less than one year, absent prior written consent of the Board of Directors.

### **Architectural Control**

1. Alterations or additions (INCLUDING INSTALLATION OF SATELLITE DISHES) to any of the Common Elements or Limited Common Elements shall not be made by a resident without prior written approval of the Association. Owners must first obtain any necessary City approval before submitting a request to the Board of Directors.

2. A "Request for Change" must be accompanied by plans and specifications prepared at the expense of the owner. However, consent of the Board is not required to replace or restore windows, screens, doors, screen doors, storm doors and garage doors to the original color/style and condition. All changes to original specification (including storm doors) are subject to the Architectural Control Committee to maintain architectural integrity in the complex. Changes made without the approval of the Board of Directors may be subject to fine, removal and/or restoration at the expense of the homeowner. Letters should be addressed to the Board and sent to the Association.

3. Any construction must meet all safety standards and all changes to the exterior of units must be approved prior to construction or such additions will be removed at owner's expense.

4. Owners failing to comply with any Satellite Dish Installation Guidelines may be required to re-locate the dish and be subject to a fine and serving fee along with all restrictions set forth in the Association documents. Any other antennas, wiring or cable may not be visible from the exterior of the building. All wires and cable shall be hidden whenever possible.
5. Air conditioners and fans may not be installed in windows. Central air conditioning units must be installed at locations provided, upon approval of the Association.
6. Residents shall not place items such as lawn ornaments, bird feeders/baths, windmills, clotheslines, swing sets, wading pools, etc., on the common property of the Association at any time.
7. Signs, advertisements or notices shall not be displayed by a resident on the building, grounds, interior or exterior of a home.
8. Rugs, blankets, sheets, towels, clothes, etc., shall not be exposed on patios, decks or on any part of the common elements. Doormats are permissible.
9. Draperies, curtains and blinds, visible from the exterior of the building, must be typical window treatments compatible with the community.
10. Holiday lights and decorations are permitted on patios, privacy fences, trees, shrubs, and entry doors. Winter holiday decorations may not be displayed prior to November 15<sup>th</sup> and must be removed by January 30th. All other holiday decorations may be displayed for a two week period.

#### **General Conduct & Appearance**

1. All residents will take responsibility to keep their immediate areas clear of any clutter.
2. Temporary window coverings will be permitted for 60 days but should not include flags, blankets, sheets, paper, or any non-standard item.
3. Sport activities are not allowed in the common or limited common areas to include basketball, baseball, football, soccer, skate boarding, and street hockey.

#### **Patios & Decks**

1. Patios must be clean and free of debris and unsightly items. Only outdoor furniture and approved grills may be stored. Storage of bicycles or other objects is prohibited. Patios are not to be used for storage.
2. Only electric grills are allowed on deck areas. All grills must be conducted a minimum of 15 feet away from buildings for public safety. Grilling must only be done in accordance with city ordinances as amended, and as specified by the state and community and the insurance policy. The Board may prohibit a resident from grilling if warranted complaints are received.
3. Screening or enclosing of patios is not allowed as referenced in the Architectural section of the Rules and Regulations.

## **Lights**

1. Each homeowner is asked to maintain the exterior light attached to the garage of that unit. This light is to have an operable white or clear 60 watt output bulb, and is to be left on at night. The building exterior lights are vital for the safety and security of the entire community and each owner should be mindful of its importance. Colored bulbs are permitted during the winter holiday season.
2. Owners are asked to utilize their garage light and to keep it working at all times.

## **Parking & Garage**

1. The Association reserves the right to tow any vehicle in violation of any parking Rules or Regulations.
2. Homeowners and residents are to park in their own garage and or driveway.
3. Guest on street parking areas may be used for short term intermittent basis by homeowners and residents. Otherwise, the guest parking areas and on street parking shall be available for guests.
4. No parallel parking in driveways or near mailboxes or in front of a fire hydrant is permitted.
5. No vehicle may be parked in the street blocking any portion of another homeowner or resident's driveway.
6. No Boats, trailers, recreational vehicles, snowmobiles or similar vehicles may be parked in the Association unless in a garage or garage pad for a period of time to exceed 72 hours.
7. No non-operative vehicle may be parked or stored in the community except garage.
8. A maximum of 2 vehicles per unit may be stored outside either in the driveway or on the common area at anytime.
9. Residents shall adhere to any applicable City Fire Code. Therefore, no vehicle may block a route defined as an emergency access.
10. Should any owner, guest, or resident disregard any portion of the parking policies, the obstructing vehicle will be towed at the owner's expense.
11. Owners are responsible for advising their guests, occupants, and service and delivery personnel of parking regulations.
12. Maximum speed limit within the Association streets and roadways shall be no more than 15 MPH.

13. All vehicles parked outdoors must be in operating condition. During a resident's extended absence, a designated responsible individual must have keys and be available to move any vehicle parked outdoors for maintenance or emergency. If necessary, vehicles will be removed at the owner's expense.

14. Vehicles must be maintained to prevent damage or cause negative effects upon the property. Non-operating vehicles may not be stored on the property. Homeowners and residents are responsible for any damages to the common areas.

15. Commercial and Oversized vehicles may not be parked or stored on the property. Parking spaces may not be used for storage.

16. Pads must be placed under motorcycle kickstands to prevent damage to blacktop.

17. Mechanical repairs other than routine maintenance on personal vehicles is not permitted in garages and parking areas of the Association.

18. During snow months, residents are responsible to insure all parked vehicles do not interfere with snow removal. Owners who fail to remove their vehicles may be held responsible for any additional charges for return visits made by the snow removal contractor.

19. Each violation of the parking rules and regulations will result in a \$25 fine plus expenses for any damages incurred to the property and the Association may remove a vehicle, without warning, at the owner's expense. If not promptly paid, a late charge will be added to the owner's account.

20. For the safety of the community's children, garage doors must be kept closed unless homeowner or resident is in close attendance. However, garage door may be left open up to twelve (12) inches for ventilation.

### **Locks & Keys**

1. In event of an emergency, it may be necessary to enter a unit. The Association does not maintain keys to individual units or mailboxes, therefore, it is imperative owners or another responsible party is available to provide access to a unit. Should forcible entry become necessary, it will be at the owner's expense.

### **Moving & Deliveries**

1. Owners will be fully responsible for any damages and wear and tear to the common property.

2. Moves and major deliveries must be completed between 7:00 A.M. and 10:00 P.M.

3. Cleaning or repairs necessitated by a move or delivery must be completed immediately. The Association will bill the owner for any cleaning or repairs required as referenced.

4. Owners must supervise and be responsible for all aspects of a move or delivery.

5. Damages caused by the moving of any occupant or renter shall be charged to the homeowner.

### **Refuse Disposal & Recycling**

1. All garbage and trash must be secured in plastic bags and deposited in approved garbage containers or designated rubbish area.

2. No garbage and/or trash shall be permitted to become a nuisance, annoyance, safety or health hazard to the Association.

3. Failure to adhere to the proper procedures for disposing of garbage and/or trash may be subject to a written warning and fine if problem continues.

4. Non-corrugated packing boxes, moving materials, furniture, mattresses, tires, batteries, etc., will not be taken by the regular collector and must be removed promptly from the property. Homeowners must contact the refuse company directly to make special arrangements for pickup and direct billing to their own home for that special pickup.

5. Christmas trees must not be wrapped for pickup. Plastic must be removed from trees or the collector will not pickup. Trees will only be picked up by the collector during the first two weeks in January.

6. Owners are responsible for appropriately disposing of all toxic waste materials such as paint, solvents, motor oil, etc.

### **Noise & Disturbances**

1. Homeowners, residents and guests shall not interfere with the rights, comfort, and or convenience of other homeowners, etc.

2. In the interest of neighborliness, homeowners and residents are asked to cooperate among themselves.

3. Problems concerning annoyances and nuisances caused by loud music, parties, excessive behavior, etc. that are not resolved by the individuals involved should be brought to the Board's attention.

4. Any emergency situation or suspicious behavior shall be reported immediately to the local police department.

5. Any fines that are assessed by the police and/or fire department are the responsibility of the homeowner and/or resident.

6. Residents are responsible for the actions of their children, guests, guest children and pets, and agents to assure they do not cause any annoyance which may unreasonably disturb other residents.

7. Residents shall not make or permit unreasonable noise that will disturb others; Surround sound systems, Radios, TV's, stereos and musical instruments must be kept at a reasonable volume at all times.

## **General**

1. Personal property shall not be stored in the common areas of the building except in assigned storage locker.
2. State law requires that each residential dwelling unit must have an operational smoke detector.

## **Enforcement Policy**

The fiduciary responsibility of the Board of Directors to preserve the common scheme of the Association includes the enforcement of use restrictions, preservation of architectural integrity and maintenance of the safety and soundness of the common property. The Board is committed to the uniform, consistent and timely enforcement of Association Documents.

## **Violations**

1. Prior to reporting an infraction or dispute to the Association, residents should make every reasonable attempt to resolve the matter between themselves.
2. Violations must be documented and reported, in writing, to the Board of Directors. Please include date, address and time of incident. Anonymous complaints will not be recognized.
3. The Association may levy reasonable fines against a unit for failure of the owner, tenant, guest or agent to comply with any provision of the Declaration, Bylaws, or Rules and Regulations of the Association. A fine may be levied on the basis of each day of a continuing violation with a single notice and an opportunity for a hearing to the unit owner.
4. At the direction of the Board, The managing agent will send the offending owner written notice detailing the violation and fine. The notice will request voluntary compliance and payment of the fine within five days.
5. If the violation is not corrected within five days and the violator has not requested an informal hearing, a \$50.00 or greater fine or the amount as referenced in specific categories of the Rules and Regulations will be levied and may be levied on the basis of each day of a continuing violation. The Board of Directors, management and the Association Legal Advisor may initiate appropriate action to bring about compliance.

## **Hearing**

1. A homeowner accused of a violation may request a hearing in front of the Board of Directors. The notice must be in writing and submitted to the Board of Directors through the managing agent within the five day compliance period.
2. The hearing will be held at a regular Board Meeting and will take place prior to the scheduled start of the meeting. If the Board of Directors, after careful deliberation, reaffirms the fine, it will be due and payable immediately.

## **Fines**

1. Fines are only levied against the homeowner of a unit, whether caused by the homeowner, guest, tenant, agent, etc.
2. Fines levied by the Board of Directors will be added to the homeowner's account and if not promptly paid, will initiate a late charge to the account.
3. On behalf of the Association, the Board of Directors will exercise its legal rights and fiduciary responsibility to collect fines, in the same manner as if the fine were a delinquent assessment. Failure to pay a fine may result in a lien being placed against the homeowner's unit and/or foreclosure proceedings.



**Equal Housing  
Opportunity**

## **ARGUS**

### **M A S T E R RULES & REGULATIONS**

The Board of Directors of your common interest community have established the following Rules and Regulations to create the most livable and enjoyable conditions for the majority of the members/owners. The rules were given substantial consideration; not established in an arbitrary fashion or to create a hardship on anyone. With mutual respect, consideration and cooperation, all may enjoy the many benefits of community living to its fullest.

#### **Registration and Payment of Assessments**

1. All owners are required to register their current name, address where they reside, list of all vehicles which will be left on site and telephone numbers with the Association. Please send information to Fargaze Meadows Homeowners Association, Attn: Darci, 418 East County Road D, Little Canada, MN 55117. Failure to provide this information within 30 days after assuming ownership shall result in an automatic fine of \$100.00 for each month the owner fails to register. In accordance with the Association documents, any owner who has not registered will not have voting rights or use of any recreational facilities.
2. All owners are asked to make their Association assessment payments via check or money order. Please remember that payments are dues the first of each month. Any payment not received in full by the 15<sup>th</sup> day of any month will be subject to a late fee of \$30.00 per month. Any payment which is more than 60 days delinquent may be subject to acceleration and legal action in accordance with the Association documents.

#### **Use of Community**

1. Tampering with any common area electrical, mechanical, plumbing, TV cable, antenna, fire systems, irrigation lines or pool and recreation equipment is prohibited. In addition to the cost of repair and/or replacement, the responsible party will be fined \$30.00 by the Association per incident.
2. Other than those sponsored by the Association, garage sales are not allowed on the property. The Association may designate days which owners may hold garage sales.
3. Park and picnic area shall be used only during the hours of 8:00 AM and 10:00 PM. Any guest using the recreation areas must be accompanied by an owner at all times. For health and safety, children under the age of 14 should be supervised by an adult at all times. The Association takes no responsibility for anyone using these areas. Owners are asked to please remove all debris.

4. It is the homeowner's responsibility to inform guests of the Association Rules and regulations, particularly those regarding parking. Homeowners shall be responsible for any violation and damage caused by their guests.

### **Pets**

1. All pets are subject to any and all City Pet Ordinances.
2. Pets are not permitted in common areas unless carried or on a leash.
3. Pet owners are required to carry a suitable disposal container/bag and immediately remove waste from the grounds.
4. Pet owners shall be considerate when walking their pets so as to not allow pets to make deposits around patios and mailboxes and shall not permit pets to leave waste on neighbors living areas and common grounds.
5. Kennels, doghouses or animal pens of any kind are prohibited.
6. Commercial breeding is prohibited.
7. Homeowners are responsible for any damage to the common areas, including sod replacement caused by their pet, guest's pet or tenant's pet. Homeowners must replace any damaged sod or landscaping before June 1<sup>st</sup> of each year or be subject to a \$25.00 per week fine in addition to any cost for the Association to conduct the repair. Homeowners must keep all landscaping in a healthy condition from June 1<sup>st</sup> to September 30<sup>th</sup> of each year.
8. Pets must not be permitted to habitually bark, cry or behave so as to annoy or endanger the safety or comfort of other residents and become a nuisance to the Association.
9. Pet owners shall indemnify and hold harmless the Association and the management against any loss or liability arising from a pet.
10. Pets are not permitted near or in any recreational areas of the Association.

The first violation of pet rules and regulations will result in a warning letter from the Board of Directors advising the owner of the violation and consequences of additional infractions. The second violation will initiate another warning letter in addition to a \$50 fine. The fine will be added to the owner's account and if not paid promptly, will initiate a late charge to the account. If a third violation occurs, the resident will receive written notice to permanently remove the pet from the property within three days. Refusal to remove the pet will then result in an additional \$50 per day fine.

### **Selling**

1. "For Sale" signs or other advertising or window displays shall not be placed anywhere on the property without Board approval.
2. Open houses may only be held on Saturdays or Sundays from 9:00 A.M. thru 6:00 P.M. Open house signs will be allowed during the hours of the open house (one in front of

the home and one at each main entrance to the community). All signs shall be temporary in nature and must be removed by 6:30 P.M. "For Sale" signs are limited to one sign per unit.

3. Owners must provide the Association Governing Documents and Rules and Regulations to a potential buyer prior to entering into a purchase agreement.

4. Minnesota Statutes require sellers to obtain a copy of a Disclosure Statement including the amount of any unpaid assessments or other charges due and owing the Association. Statements must be obtained from Fargaze Meadows Homeowners Association and require a ten day notice and payment of a processing fee to be paid by the seller. An additional fee will be required of the seller when a statement is requested with less than a ten day notice.

### **Renting and Leasing**

1. A unit homeowner shall not lease the unit to a tenant unless the owner first obtains and approves a criminal background investigation on the tenant. Such an investigation shall be performed by a company licensed to conduct criminal background investigations. To demonstrate compliance, the homeowner must provide to the Association an official receipt from the company performing the investigation stating that the results of the investigation have been delivered to the unit owner. Failure to provide proof of the criminal background check will be assessed a \$1,000 fine.

2. Owners must provide the address and phone number of their off-site residence if they are renting out their home within the community and also provide the name of each occupant or renter within any home. A fine will be assessed to any owner failing to provide such information.

3. Owners must provide a potential tenant with a copy of these Rules and Regulations for review prior to entering into a lease. Owners must include a paragraph in their lease informing the tenant of the Association's authority to enforce the Declaration, By-Laws, and Rules and Regulations.

4. Owners shall advise all tenants to obtain a tenant homeowner insurance policy. A certificate of insurance shall be provided to the Homeowners' Association. Owners are advised to maintain their own insurance on the respective property.

5. Request for service from tenants of owners shall be directed only to the landlord. The Association shall have no responsibility or liability to respond to guest, occupant or tenant requests.

6. Owners are responsible for tenant compliance with the Community Documents including the Rules and Regulations. Lease Agreements shall provide that the renters of the lease must be subject in all respects to the provisions of the Governing Documents of the Association and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. Fines for violations are the responsibility of the owner and will be added to the owner's account.

7. "For Rent" or "For Lease" signs, other advertising or window displays shall not be placed anywhere on the property.

## Architectural Control

1. Alterations or additions (INCLUDING INSTALLATION OF SATELLITE DISHES) to any of the Common Elements or Limited Common Elements shall not be made by a resident without prior written approval of the Association. Owners must first obtain any necessary City approval before submitting a request to the Board of Directors.
2. A "Request for Change" must be accompanied by plans and specifications prepared at the expense of the owner. However, consent of the Board is not required to replace or restore windows, screens, doors, screen doors, storm doors and garage doors to the original color/style and condition or to install solar film on windows as long as the film is non-reflective. All changes to original specification (including storm doors) are subject to the Architectural Control Committee to maintain architectural integrity in the complex. Changes made without the approval of the Board of Directors may be subject to fine, removal and/or restoration at the expense of the homeowner. Letters should be addressed to the Board and sent to the Association.
3. Any construction must meet all safety standards and all changes to the exterior of units must be approved prior to construction or such additions will be removed at owner's expense.
4. The Association has developed Satellite Dish Installation Guidelines which must be adhered to. Owners failing to comply with these guidelines may be may be required to relocate the dish and be subject to a fine and serving fee along with all restrictions set forth in the Association documents. Any other antennas, wiring or cable may not be visible from the exterior of the home. All wires and cable shall be hidden whenever possible.
5. Air conditioners and fans may not be installed in windows. Central air conditioning units must be installed at locations provided, upon approval of the Association.
6. Residents shall not place items such as lawn ornaments, bird feeders/baths, windmills, clotheslines, swing sets, wading pools, etc., on the common property of the Association at any time.
7. Signs, advertisements or notices shall not be displayed by a resident on the home, grounds, interior or exterior of a home.
8. Rugs, blankets, sheets, towels, clothes, etc., shall not be exposed on patios, decks or on any part of the common elements. Doormats are permissible.
9. Draperies, curtains and blinds, visible from the exterior of the building, must be typical window treatments compatible with the community.
10. Holiday lights and decorations are permitted on patios, privacy fences, trees, shrubs, and entry doors. Winter holiday decorations may not be displayed prior to November 15<sup>th</sup> and must be removed by January 30th. All other holiday decorations may be displayed for a two week period.

## General Appearance

1. All residents will take responsibility to keep their immediate areas clear of any clutter and in a safe and cleanly manner. Only outdoor furniture is permitted on any lot.

## Lights

1. Homeowners are asked to utilize their garage light and to keep it working at all times.

## Parking

1. Any boat, trailer, recreational vehicles, snowmobiles or similar vehicles parked in the community must be stored on a designated parking pad.
2. No non-operative vehicle may be parked or stored in the Association except garage.
3. The Association shall adhere to any applicable City Fire Code. Therefore, no vehicle may block a route defined as an emergency access.
4. Commercial and Oversized vehicles may not be parked or stored on the property. Parking spaces may not be used for storage.
5. Each violation of the parking rules and regulations will result in a \$25 fine plus expenses for any damages incurred to the property and the Association may remove a vehicle, without warning, at the owner's expense. If not promptly paid, a late charge will be added to the owner's account.

## Refuse Disposal & Recycling

1. All garbage and trash must be secured in plastic bags and deposited in approved garbage containers.
2. No garbage and/or trash shall be permitted to become a nuisance, annoyance, safety or health hazard to the community.
3. Failure to adhere to the proper procedures for disposing of garbage and/or trash may be subject to a written warning and fine if problem continues.
4. Refuse may not be placed outside prior to 7:00 P.M. on the evening prior to trash pick up day. Trash must be curbside for pickup by 7:00 A.M. on trash pick up day and refuse containers must be placed back in the garages by 9:00 P.M. the day of pick up.
5. Owners must prepare refuse as set forth by the Sanitation Company or city recycling program.
6. Non-corrugated packing boxes, moving materials, furniture, mattresses, tires, batteries, etc., will not be taken by the regular collector and must be removed promptly from the property. Homeowners must contact the refuse company directly to make special arrangements for pickup and direct billing to their own home for that special pickup. The Association reserves the right to assess any owner for additional rubbish removal or disposal.
7. Refuse or other items should never be left in common areas.

8. Christmas trees must not be wrapped for pickup. Plastic must be removed from trees or the collector will not pickup. Trees will only be picked up by the collector during the first two weeks in January.

9. Our homes have a significant impact on recycling precious resources. Your Association encourages your participation and each unit has been provided with a stacking recycling system. As specified by the collector, properly separate recycling in paper bags and then put those paper bags into the stacking system for pickup. Haulers will not pick up any recycling which is not properly bagged or separated.

10. Recycling procedures are as follows: remove and throw away all caps, lids, pumps and metal handles. After rinsing containers clean, they may be commingled and must be in bags prior to placing in bins. Commonly accepted plastic bottles are: soda, milk, water and laundry product containers. Please exclude the following items: aerosol cans, paint cans, motor oil, gasoline containers, light bulbs, pens, window panes, mirrors, pottery, ceramics, disposable razors, glasses, medicine containers, plastic cups, plastic silverware, plastic wrap, Styrofoam cups, Styrofoam packaging, yogurt, cottage cheese and butter containers. Newspaper should be separated from containers and placed inside a paper bag. Miscellaneous paper such as envelopes, office paper, junk mail and magazines should be placed in a separate paper bag. Corrugated cardboard (especially moving boxes) must be broken down, laid flat and tied together. These procedures do not apply if your site participates in a "one sort" program.

11. Homeowners, not the Association are responsible for appropriately disposing of all toxic waste materials such as paint, solvents, motor oil, etc.

#### **Noise & Disturbances**

1. Residents are responsible for the actions of their children, guests, guest children and pets, and agents to assure they do not cause any annoyance which may unreasonably disturb other residents.

2. Residents shall not make or permit unreasonable noise that will disturb others; Surround sound systems, Radios, TV's, stereos and musical instruments must be kept at a reasonable volume at all times.

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The fiduciary responsibility of the Board of Directors to preserve the common scheme of the Association includes the enforcement of use restrictions, preservation of architectural integrity and maintenance of the safety and soundness of the common property. The Board is committed to the uniform, consistent and timely enforcement of Association Documents.

#### **Violations**

1. Prior to reporting an infraction or dispute to the Association, residents should make every reasonable attempt to resolve the matter between themselves.

2. Violations must be documented and reported, in writing, to the Board of Directors. Please include date, address and time of incident. Anonymous complaints will not be recognized.

3. The Association may levy reasonable fines against a unit for failure of the owner, tenant, guest or agent to comply with any provision of the Declaration, Bylaws, or Rules and Regulations of the Association. A fine may be levied on the basis of each day of a continuing violation with a single notice and an opportunity for a hearing to the unit owner.

4. At the direction of the Board, The managing agent will send the offending owner written notice detailing the violation and fine. The notice will request voluntary compliance and payment of the fine within five days.

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### **Hearing**

1. A homeowner accused of a violation may request a hearing in front of the Board of Directors. The notice must be in writing and submitted to the Board of Directors through the managing agent within the five day compliance period.

2. The hearing will be held at a regular Board Meeting and will take place prior to the scheduled start of the meeting. If the Board of Directors, after careful deliberation, reaffirms the fine, it will be due and payable immediately.

### **Fines**

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2. Fines levied by the Board of Directors will be added to the homeowner's account and if not promptly paid, will initiate a late charge to the account.

3. On behalf of the Association, the Board of Directors will exercise its legal rights and fiduciary responsibility to collect fines, in the same manner as if the fine were a delinquent assessment. Failure to pay a fine may result in a lien being placed against the homeowner's unit and/or foreclosure proceedings.

DATE: February 5, 2010  
TO: Housing & Redevelopment Authority  
FROM: Michele Merxbauer, Housing Manager  
RE: Architectural Review Committee for Maple Hills

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**SUMMARY**

According to the by-laws recorded for the Maple Hills development, an Architectural Review Committee is supposed to be “created to establish and enforce criteria for the construction of improvements within the Property.”

The ARC is not currently a functioning unit. However, a homeowner in the development has requested permission to build onto his current garage. He meets set-backs and all zoning requirements. Technically, according to the Maple Hills covenants, he is also supposed to submit to the ARC size, color and function of the addition.

The Covenants are attached and the ARC information is listed on page 2. The Community Land Trust is currently the “Declarant” because they own the most property in the development; once the transfer of deeds is made to the HRA, the HRA will become the Declarant and will then be responsible for putting together the ARC. However, it is unlikely that the CLT is able or willing to convene an ARC at this time.

The HRA should discuss how to handle the current homeowner wanting to improve his property, and as well as discuss the future of the ARC.

**ATTACHMENT**

1. Maple Hills Covenants

513316

City of Northfield

Document No.

513316



OFFICE OF COUNTY RECORDER

RICE COUNTY, MINN

No. of Pages 6

I hereby certify that the within instrument was filed in this office for record on 03-20-2003 at 11:45  AM  PM

03202003



Marsha DeGroot, County Recorder

W. Smith  
Deputy

DECLARATION OF PROTECTIVE COVENANTS  
MAPLE HILLS ADDITION

This Declaration is made as of the 13<sup>th</sup> day of March, 2003, by the Housing and Redevelopment Authority of the City of Northfield, Minnesota, a public body of the State of Minnesota, corporate and politic, "Declarant."

The Declarant is the owner of the Property (as defined below), and intends by this Declaration to impose thereon certain mutually beneficial restrictions under a general plan of development for the benefit of all owners or residences within the Property.

The Declarant declares that the Property shall be held, sold and conveyed subject to the following covenants, restrictions and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the Property subject to this Declaration, and which shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

1. DEFINITIONS. The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

1.01. "Architectural Review Committee" or "ARC" means the committee created to establish and enforce criteria for the construction of improvements within the Property.

1.02. "Declarant" means the Housing and Redevelopment Authority of the City of Northfield, or its successors and assigns who take title to any portion of the Property for the purposes of development, sale, management or oversight and who are designated as a successor Declarant in an instrument executed and filed for record by the immediately preceding Declarant.

1.03. "Declaration" means this instrument, as it may be amended or supplemented from time to time.

1.04. "Dwelling" means any structure on a Lot intended for residential use.

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1.05. "Lot" means any separately platted parcel within the Property which is intended for use, or is used, as a site for a Dwelling or Dwellings.

1.06. "Property" means the property described as Lots 1 through 9, Block 1, Lots 1 through 6, Block 2, Lots 1 through 10, Block 3, and Lots 1 through 6, Block 4, Maple Hills Addition, City of Northfield, Rice County, Minnesota, and all improvements thereon.

## 2. SITE DESIGN AND ARCHITECTURAL REVIEW.

2.01. Architectural Review Committee. In order to preserve a high quality of Dwellings and Lots within the Property, an Architectural Review Committee (sometimes referred to herein as the ARC) is hereby created by the Declarant. The purpose of the ARC shall be to create and help maintain architectural and site design quality, appropriate diversity, design compatibility and property values, and to assure that improvements to the Property comply with approved design guidelines. There shall be five (5) members of the ARC including at least one (1) architect. So long as Declarant owns any undeveloped Lot in the Property, the ARC shall be comprised of two (2) members of the Housing and Redevelopment Authority of the City of Northfield ("the HRA"), two (2) members of the Board of Directors of the Cannon River Community Land Trust, and one (1) advisory architect selected by the four (4) other members by majority vote; there shall also be one (1) non-voting advisory member of the ARC, appointed by the Declarant, who is a resident of the adjacent neighborhood. Thereafter, any successor to Declarant shall designate the membership of the ARC.

Whenever in this Declaration, reference is made to "approval" of the ARC, such approval (or disapproval) shall be in writing, delivered to the person seeking such approval, and shall be obtained by the person seeking such approval prior to initiation of the action of which such approval is sought.

2.02. Original Construction. A site plan, landscaping plan and plans and specifications for the construction of a Dwelling and other buildings and site improvements on any Lot shall be submitted to the ARC for its written approval, before any construction is begun.

2.03. Review of Modifications. After the completion of an original Dwelling on a Lot, the construction or modification of any building or structure shall require the prior written approval of the ARC. No permission or approval shall be required to repaint in accordance with an originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an owner to remodel the interior of a Dwelling.

2.04. Standards of Review. The ARC may promulgate detailed standards and procedures to guide its areas of responsibility, judgment and practice. The following procedures shall govern the review of plans by the ARC:

(a) Construction plans submitted must specifically define and include the size of the building, complete building floor plans, all elevations, the nature and kind of materials, topographic grade plans showing final finish grades of all improvements on the Lot and location of the Dwelling(s) on the Lot. Any additional features, such as accessory structures, retaining walls, and similar features shall be included on the plans submitted to the ARC.

(b) The ARC standards shall include, without limitation, the quality of workmanship, design and harmony of the external design with existing structures, topography, finish grade elevation, and overall conformity with the type and quality of construction within the Property.

(c) If any person commences construction prior to receiving approval of the plans and specifications by the ARC, the Declarant or any owner or owners of Lots within the Property may resort to any and all remedies available to them, at law or in equity, including abatement as provided in section 2.06.

2.05. Procedure. If the ARC fails to approve or disapprove plans and specifications within thirty (30) days after the submission of the same to it, approval shall be deemed to have been granted. In the event of disapproval by the ARC, the requesting party may give written notice that the party wishes to appeal the ARC decision and request a hearing by the Declarant. Such notice must be furnished to the ARC within ten (10) days of its decision. The hearing shall be at a special meeting of the Declarant to be held within thirty (30) days of the receipt of the owner's notice of appeal.

2.06. Removal and Abatement. The Declarant shall have the right to order an owner to remove or alter any structure on any Lot erected in violation of the terms of this Declaration, and to employ appropriate judicial proceedings to compel the alteration or demolition of any nonconforming construction or other violation. Any cost incurred shall be the personal obligation of the owner and shall constitute a lien against the Lot. In the event the Declarant requests injunctive or similar equitable relief, it shall not be required to post any bond.

2.07. Variances. Reasonable variances to the adopted regulations of the ARC may be granted by the ARC after review, in order to overcome practical difficulties or to prevent unnecessary hardship. A variance may only be granted if it is not detrimental to other property and does not defeat the purpose of this Declaration. No variance shall apply other than to the specific Lot and the specific ARC action on the particular issue, and no variance shall have any effect as precedent in any other ARC proceeding.

3. LOT USES AND RESTRICTIONS. The following requirements and restrictions shall apply in addition to any other standards of review adopted by the ARC

from time to time. If there is a conflict between any such requirements, restrictions or standards, the more restrictive shall apply. Anything to the contrary herein notwithstanding, the requirements and restrictions established by this Declaration or by the ARC from time to time shall not apply to Dwellings constructed under the auspices of Habitat for Humanity if they conflict with any requirements or restrictions which apply specifically to the operations of Habitat for Humanity.

3.01. Use. No Lot shall be used except for residential purposes.

3.02. Minimum Landscape Requirements. Prior to receipt of a certificate of occupancy, each lot shall have minimum landscape improvements completed, including:

- a. Front yards shall be sodded and back yards shall be seeded.
- b. At least one (1) boulevard tree and two (2) rear/side yard trees shall be planted.

3.03. Detached Structures. Lots shall have no more than two (2) detached structures, including detached garages and/or storage sheds.

3.04. Governmental Standards. All uses of the Lots shall, at a minimum, comply with zoning and other applicable ordinances and regulations of appropriate governmental units. Such regulations shall be considered as requirements in addition to any requirements of this Declaration or of the ARC.

3.05. Minimum Square Footage, Grades and Setback Requirements. The ARC shall have the right to specify a reasonable minimum square footage for any Dwelling and to increase minimum setbacks from those otherwise specified under local ordinances to help overall sightliness, streetscape and rear lot appearances. In computing square footages, the dimensions shall be taken to the outside of the foundation wall, exclusive of garages, porches, decks, terraces and patios. Specifically, but not by way of limitation, attached and detached garages shall have a deeper front yard setback than the front of the house. The front setback of a house shall be a minimum of twenty-five (25) feet and the front setback of a garage shall be a minimum of thirty (30) feet. Corner lots may be exempted from this requirement if the front of the house faces one street and the garage faces another street.

3.06. Exterior Construction Materials. A maximum of three (3) different exterior siding materials shall be permitted. Exterior materials which wrap around all sides of the house shall be encouraged rather than materials which are applied only to the front of the house for "curb appeal." House colors shall consist of neutral, earth tones. Accent colors may consist of brighter, non-neutral colors upon approval of the ARC. The ARC shall review and approve all color changes as well as initial color schemes.

3.07. Exterior Design. Exterior design shall be of such character and quality as the ARC deems appropriate. A front porch or front entryway feature shall be required which either allows the extension of the living space outside or emphasizes the front of

the house. No dwelling shall have a roof pitch less than 5:12. Affordable units shall be designed to blend with market rate homes. Smaller footprints and slab on grade construction shall be preferred over reduction of the quality of materials or aesthetics.

3.08. Completion of Construction of Improvements. All construction work shall, upon approval of plans by the ARC, be carried on with dispatch; all improvements shall be constructed in conformity with the then existing building codes of the City of Northfield; and all building plans shall be prepared by or under the supervision of a registered architect, builder or qualified design professional. If any structure is begun after approval of the plans by the ARC and is not completed within eight months after the commencement of construction, and in the judgment of the ARC is offensive or unsightly in appearance, the Declarant may take such steps as may be necessary to make the Lot harmonious with other Lots, including completion of the exterior of the structure, screening or covering the structure, or any combination thereof, or similar operations. The amount of any such expenditure shall be the personal obligation of the owner and shall be a lien against the Lot.

3.09. Nuisances. No portion of the Property shall be used, in whole or in part, for the storage of any property or thing which will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any portion of the Property which will emit foul or obnoxious odors or which will cause any noise or other condition which will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Property.

#### 4. GENERAL PROVISIONS.

4.01. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

4.02. Amendment. The Declarant may unilaterally amend this Declaration for any reason for a period of two (2) years after the Declaration was filed for record. Thereafter, the Declarant may amend this Declaration so long as it still owns any portion of the Property and so long as the amendment has no material adverse effect on any right of any owner. This Declaration may also be amended by the affirmative vote or written consent, or any combination thereof, of 75 percent of the owners of the Lots within the Property, provided that the owner or owners of any Lot which is developed as or planned for a single family Dwelling shall have one (1) vote, the owner or owners of each half of a duplex Dwelling shall have one (1) vote, and the owner or owners of Lot 6, Block 2 and of Lot 3, Block 4 (the multi-family developments) shall have one (1) vote per Lot. Any

amendment shall be effective when filed for record with the Rice County Recorder or Registrar of Titles, as appropriate. No amendment may remove, revoke or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

4.03. Duration of Covenants. The covenants, restrictions and conditions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the owner of any Lot or any association of owners or their respective representatives, heirs, successors or assigns. The covenants, restrictions, conditions and reservations imposed and created by this Declaration shall be perpetual and exempt from the thirty (30) year durational limit set forth in Minnesota Statutes Section 500.20, Subd. 2a.

Executed as of the date first mentioned above by the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF NORTHFIELD, MINNESOTA,

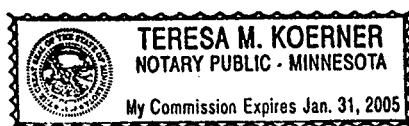
By: Joel B. West  
Its: Executive Director

By: Donald A. Tarr  
Its: Chairperson

The foregoing instrument acknowledged before me this 13<sup>th</sup> day of March, 2003, by Joel B. West and Donald Tarr, the Executive Director and Chairperson of the Housing and Redevelopment Authority of the City of Northfield, Minnesota, a public body, corporate and politic, on behalf and by authority of said public body.

Teresa M. Koerner

Notary Public



EXP  
1-31-05

Drafted By: City of Northfield  
801 Washington St  
Northfield MN 55057

513316

DATE: February 5, 2010  
TO: Housing & Redevelopment Authority  
FROM: Michele Merxbauer, Housing Manager  
RE: Land Trust dissolution: next steps

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**SUMMARY**

The issues surrounding 1905 Wilcox have been settled and the HRA may now proceed with the Shared Appreciation Agreements with the remaining 15 CLT homeowners. Members of the CLT have been talking with some of the homeowners; staff feels it is necessary for the HRA to make contact with the homeowners and explain, from the HRA standpoint, what is proposed to happen with their property.

Staff has contacted Tom Jacobson at Dunlap Law and has let him know the HRA is ready to move forward with the Shared Appreciation Agreements. He is reviewing the documents to ensure they are correct and ready to be presented to the homeowners.

Staff will have a spreadsheet available at the HRA meeting showing the initial purchase price breakdowns of each unit. Previously, the HRA discussed approaching each homeowner with their specific numbers regarding purchase and resale percentages to help them understand the process.

Staff will work with CLT members Dayna Clemment and Kris Vohs to contact homeowners and set up a time to meet and discuss the Shared Appreciation Agreements.

DATE: February 5, 2010  
TO: Housing & Redevelopment Authority  
FROM: Michele Merxbauer, Housing Manager  
RE: Elianna Units

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### **Homeowners Association Update**

The Fargaze Meadows Homeowners Association met on Thursday, February 4, at 6pm at Culvers Restaurant. Seven homeowners were in attendance.

1. Rules and Regulations – Electronic copies are free. Hard copies are about \$25.00.
2. Fargaze Sign Update – The sign can be removed off of the owner's property at no cost to the HOA.
3. Mailbox Update – The bank of boxes that was originally there was knocked over sometime over the course of the past two years. Boxes are currently on a post and will be set into the ground come spring.
4. Snow Removal – There is no more room for snow on the property so permission was received from a landowner to put extra snow on their empty lots in their neighborhood. Ice issues on the sidewalk up by the door are the responsibility of the homeowner. The HOA will look into gutters by to assist with this problem.
5. Current finances were reviewed. Staff will have a handout at the meeting for the Board.
6. Owner Occupant vs. Leased Ratio – Currently there are 11 owner occupied units, 5 rental units, and 8 unsold units. All but 5 of those units are being paid for. The rules for leasing out a unit were discussed, including: \$200 move in/move out fee, no subleasing, a background check of your tenant is required. *It was made clear that people would very much like the background check to be enforced.*
7. Long Term Maintenance Plan – It was agreed this was necessary to create and agreed to address small projects as an association. It was felt that priority this spring might be to fix up the posts at each property.
8. Storm Doors – There has been an interest in storm doors. A resident volunteered to find examples of possible storm doors and report back at the next meeting.
9. Direct Deposit – Everyone was asked to use either direct deposit for HOA dues, or to pay them 6 or 12 months in advance.
10. People Interested In Board Membership/Participation – Two residents expressed interest in being on the board.

11. Management Company – It was agreed upon by all in attendance, that once all units are sold and caught up financially, that a maintenance company take over. We will shop for the most reasonable and most suitable for our needs, but will remain hands on and involved with our association.
12. Trees Planted – Will address this in the spring.
13. Insured Properly – The rules state that the owner is responsible for the \$5000 deductible the HOA has on its policy. Each homeowner may have their individual policy cover that deductible.
14. Future Meetings – Typically meetings will be announced 21-30 days in advance. Special meetings are allowed to have a 7-day notice. Future meetings will fit within these guidelines.

The tone of the meeting was pleasant. Residents are excited to see units filling up but did raise concerns about the number of rental units versus homeowners. This led to discussion about mandating a floor on rental fees, a cap on how many units could be rented, and background checks. No decisions were made regarding any of these issues but the topic will likely continue to occur.

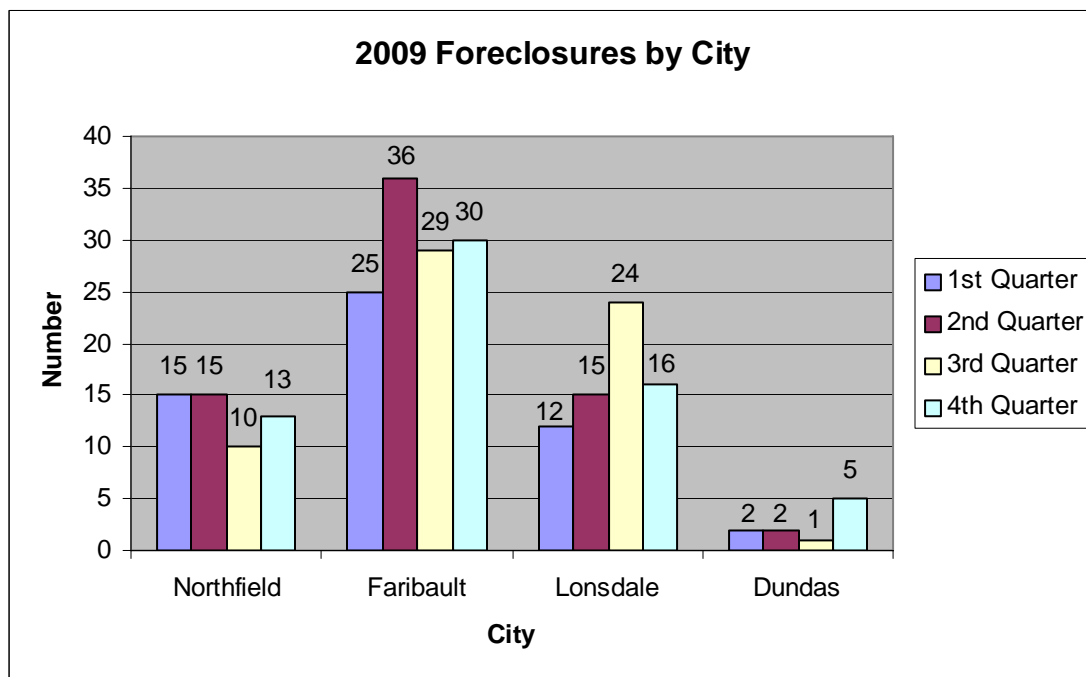
#### Lease-up Update

The tenant that was set up for one of the units has back out due to a delay in Sheriff's sale on her home. Staff has listed the units for rent in the Northfield News and with fliers at Rice County Section 8 office. There have been inquiries into the units but no one has yet come to look at the units.

DATE: February 5, 2010  
TO: Housing & Redevelopment Authority  
FROM: Michele Merxbauer, Housing Manager  
RE: Foreclosure Updates

**Summary**

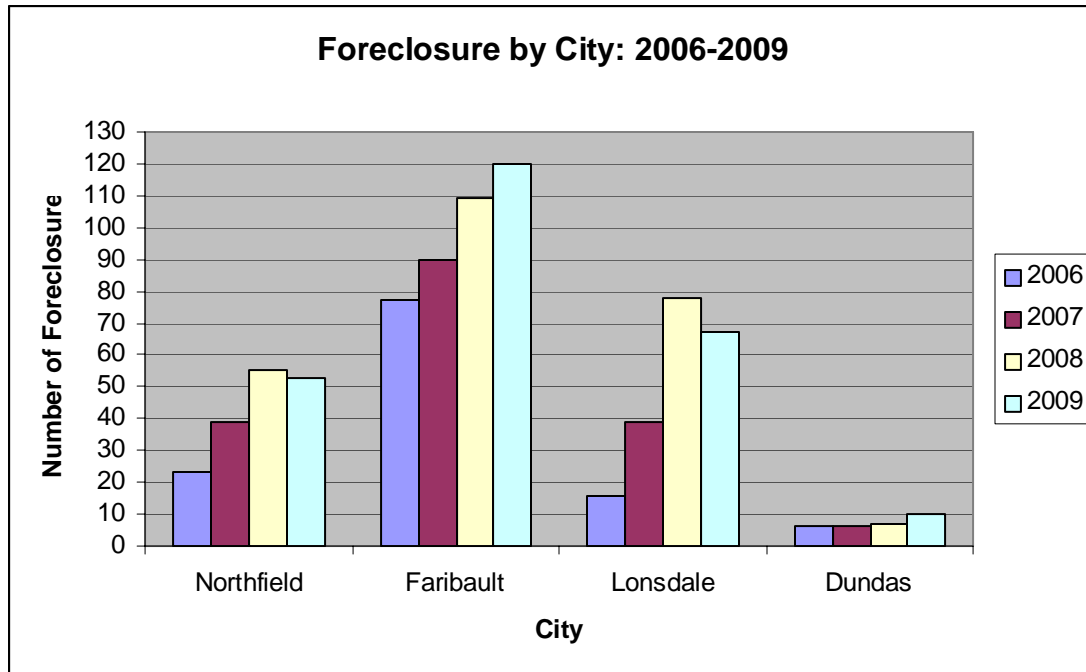
The following chart shows the foreclosure rates for Northfield and Rice County in 2009:



Properties such as Village on the Cannon and The Crossings (which foreclosed in the fourth quarter of 2008) are shown as one property, rather than several units. These numbers are representative of actual sheriff's sales in 2009.

~Data received from Rice County Assessor's Office

This chart shows annual foreclosure numbers by City for the previous several years. This chart does a good job of showing the increase or decrease year to year.



It is impossible yet to say whether or not the foreclosure rates will start decreasing in Northfield. The total number of foreclosures was down for 2009 compared to 2008, but it is just too soon to determine whether or not Northfield is starting to recover from the housing fall out.

According to the Southern MN Association of Realtors, the average sales price for a home in Northfield in 2009 was \$181,927, down 16% from 2008 when the average sales price was \$216,437. However, there were 220 closed sales in 2009, compared to 182 closed sales in 2008. Perhaps the lower average price is helping to move homes more quickly. Only time will tell if the housing market is moving again.