

THE MASTERS AT DEACON'S WALK
ASSOCIATION

RULES AND REGULATIONS

FINAL

September 16, 2025

Rules and Regulations

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THE MASTERS AT DEACON'S WALK ASSOCIATION RULES AND REGULATIONS

Introduction

For all Owners and their residents who reside in The Masters at Deacon's Walk (the "Association"), the goal of the Association is to provide the highest quality of residential living that can be obtained by all. The purpose of the Rules and Regulations is to ensure uniform operation and administration of the community, to regulate the use of the property, provide standards of behavior and reasonable guidelines for all residents and their guests. The Rules and Regulations are necessary for an effective and harmonious community.

These Rules and Regulations rely on each person's cooperation. By accepting title to a home within the Association, Owners are responsible for the actions of their residents and guests, who are obligated to abide by all governing documents of the Association.

The Board of Directors (the Board) is charged, under Section 5 of the Declaration to enforce Rules and Regulations that conform to the Association's governing documents. The Bylaws, Section 6.4, solely task the Board of Directors with managing all affairs and business of the Association. The Board of Directors in the Bylaws, Section 6.4, adopt and publish the Rules and Regulations.

In the event there is any conflict between the Rules and the Bylaws, Declaration, or the Act, the governing documents control. Rules and Regulations may be amended from time to time by the Board of Directors, with notice provided to Owners prior to implementation. Written notice will be provided to the Owners 30 days in advance of the implementation.

General Regulations

Whatever the Rules and Regulations refer to an "Owner", the term shall apply to the Owner of the unit, their family or other residents, employees, agents, guests, or others allowed on the property by such Owner. Under the Declaration, Section 7, the Owner is responsible for all actions of any person they invite to the property.

- A. Reference to the Board of Directors may also include any management contractor the Board retains on behalf of the Association.
- B. The common elements of the Association are all areas outside the Unit platted lot. There are no common elements within the Masters at Deacon's Walk.
- C. The Association has no limited common elements. All portions of the property are Common Areas or Unit lots. Limited common elements are defined as those aspects of a shared community which are part of the community, but which are not considered to be the sole property of the tenant. Limited common elements can include elements that are directly connected to the individual units such as outer doors, windows, and balconies.
- D. Section 7.6, of the Declaration restricts use of a unit to residential purposes. Business use allowed includes use of a computer, files, and phone within a unit, but does not include employees, deliveries, or other actions of a business.
- E. Section 7.7, regulates the conduct of owners specifically involving noise and engaging in activities that violate the rights of neighboring units to a quiet environment, please refrain from disturbing noises between 10:00 PM and 7:00 AM. This is a city ordinance violation and includes horns, radios, or electronic devices, yelling, animals, vehicle

defects (backfiring, mufflers, etc.) and repairs (hammering and similar). Residents may view the Blaine City Ordinances at: https://www.municode.com/library/mn/blaine/codes/code_of_ordinances.

Residence Leasing

Section 7.16, of the Declaration, Owners are not allowed to lease their unit.

Garages and Driveways

Section 7.8, of the Declaration restricts parking as indicated below. The Board has set forth the following additional Rules and Regulations regarding parking in the community:

- A. Maintenance and repair of Owner's vehicles within the garage or on the Owner's driveway is permitted as long as such repairs are not of a potentially dangerous nature and are not a disturbance to neighbors.
- B. Unlicensed, inoperable vehicles, motor vehicles, motorhomes, boats, recreational vehicles, snowmobiles, trailers, campers, commercial vehicles, and similar, may not be kept anywhere on the exterior of the property in the community for more than forty-eight (48) consecutive hours, without written permission, in advance, by the Board of Directors. The Board may tow any motorized object or trailer in violation. The intent of this rule is to prevent storage of any type of vehicles, as defined above, in the driveways. Residents must allow unfettered. Unobstructed access to the driveways for themselves and their neighbors as well as a pleasing exterior view for the community.
- C. Vehicles must be removed from the driveways to allow for plowing. If vehicles remain in the driveway, the owner is responsible for all snow removal.
- D. Cars parked on the street must be parked in such a manner as not obstruct mail delivery, fire hydrants, or egress to or from an Owner's driveway. The street is city property. The city police will be notified of any vehicle in violation.

Architectural Requests & Exterior Restrictions

Section 8, sets forth the requirements for architectural requests and changes to the Units, Lots, or Common Areas within the community. No building, pool, permanent fence, wall, deck or other structure or any exterior alteration can be made without advance written permission by the Board following the request process. These changes include adding or removing patios, painting, windows, doors, solar panels, new cable or any satellite dish install, changes to heating or air conditioning that alter size or location, ponds, or any other item contained on the exterior. The policies contained within these Rules and Regulations clarifies the guidelines related to the architectural changes and the exterior. An Architectural Request Form is located in Appendix B, a maintenance responsibility checklist in Appendix D and Satellite Dish requirements in Appendix E.

- A. An Architectural Request form must be submitted and written approval provided in advance before changing any of the items included above. There are no exceptions. If a request is not submitted, the change or addition is considered in violation.
- B. The board shall review any request and will provide approval or denial within thirty (30) days of the date of submission. It may be necessary to also submit the request to the Master Association. The request should be as detailed as possible. Include drawings, contractor data, permit information, and other data that may be required by the Board or the Master Association to approve the request.

- C. The Declaration, requires that trash be stored and containers stored in the garage and placed out the evening of the day before pick-up and return to the garage the evening of pick-up.
- D. Tents, camping equipment, etc., are not allowed per the Declaration, Section 7.19.
- E. The Declaration, Section 7.3, allows regulation of the exterior appearance of the community. The following rules refer to the exterior:
 - a. Outside storage of personal property is not permitted. The exception is patio décor, patio furniture, potted plants, and grills are allowed on patios and decks. Potted plants are allowed at the entries, the shared drive area abutting the turf, and in garden beds. Grills must be pulled away from the unit at least ten (10) feet prior to the use and during cool down. If the siding is damaged, the owner shall be assessed the cost of repair or replacement.
 - b. Playhouses, swing sets, sandboxes, play equipment, pools of any nature, or closed lines are not allowed.
 - c. All exterior lighting is regulated by the Architectural Request process, including in-ground plant lighting, flag lighting, solar lights, unit or ground lighting. Advanced permission is required to install any exterior lighting.
 - d. The Association understands that some Owners may wish to have personalized outdoor décor. A minimal amount of such décor is allowed but must be consistent with the prevailing aesthetic of the community. Such décor should be limited in size and quantity and be in a location that does not interfere with exterior maintenance of the property including lawn care and snow removal. Advance approval is required for fountains, bird feeders, and bird baths. Should there be complaints about the nature, extent or location of the décor by other Owners or maintenance crews, the Board will review such complaints and determine whether action is indicated. If so, the Board will notify the individual Owner to remove or relocate the subject exterior décor.
 - e. Neither vendors (both summer and winter) nor the Association are responsible for any damage to décor or personal items on the owner's exterior.
 - Seasonal or holiday décor must be stored in the off season and removed within thirty (30) days of the relevant season or holiday.

Winter contractors, including those removing snow, cannot be responsible for damages. Holiday lights may be hung from trees and shrubs. Lights may be hung on the homes with suction cups, siding clips or approved items but not with the use of nails or screws.
 - f. Permanent or in-ground fire pits are not allowed on the property. Portable fire pits are permitted. Firewood must be stored inside the garage or unit.
 - g. Flags, aside from the American flag, are not allowed in the front of units. American flags should be in good condition (not tattered) and should not be flown 24/7 as the federal required lighting is not an option in the community.
 - h. Signage, outside of a For Sale sign, is not allowed without advance permission in writing. This includes advertising and political for example. For Sale signs may not be more than five (5) square feet.
- F. Failure to request in writing such modifications or to commence changes without written approval by the Board or their appointed committee in advance of such commencement, subjects the Owner to a fine of \$100.00, or the cost to restore/remedy, and any and all legal fees associated with failure to comply.

Pets

The Association allows pets with the following requirements:

- A. Pets shall be housed within a unit. No exterior pet runs, houses, or kennels are allowed.
- B. Owners must immediately remove waste and dispose of it properly. Pet waste may not be stored outside in containers. Damage caused by pets must be remedied by the pet owner. Repairs to the lawn should be done in the spring (dirt, seed, and sod if needed) and throughout the summer if damage occurs. If the pet owner does not remedy, the Association may contract for repairs and assess the pet owner.
- C. Pets must be leashed at all times when on the exterior of the dwelling. There are no exceptions. The city of Blaine ordinances apply and the dog catcher/animal control should be contacted if pets are running loose.
- D. Barking dogs or “excessively noisy pets” per the Blaine Ordinances, are not permitted and the police and animal control may be contacted.

Owners’ Concerns

Owners should contact the Management Company to report violations, request repairs, or ask questions regarding the community. The contact information is in Appendix A.

- A. Members of the Board serve without compensation. They are under no special obligation to arbitrate disputes between Owners. Owner disputes are legally considered a private party matter and Owners shall resolve such disputes or take personal legal action to resolve them. While Owners may apprise the Association of the issue, if such matter does not concern an item contained within the governing documents of the Association (i.e. pet issue, noise violation) it shall be considered a personal matter for the Owners to resolve.
- B. Owners may not intervene with contractors hired by the Board and retained to maintain the Common Areas or units. All special work or concerns must be addressed with the Management Company directly.

Violation Enforcement

Violations of the Association shall adhere to the Declaration, Section 14, provides for enforcement of the Declaration, Bylaws, and Rules. The board shall enforce the Rules and Regulations with all Owners equitably. Each Owner, and any other person owing or acquiring any interest in the property, shall be governed by and comply with the provisions of the Governing Documents, the Rules and Regulations, the decisions of the Association, and such amendments as may be made from time to time. A failure to comply shall entitle the Association to impose fines per Section 14.2.4 of the Declaration, in addition to the rights and remedies authorized elsewhere by the Governing Documents.

Owners are encouraged to attempt to resolve individual differences with their neighbors before seeking recourse through the Rules and Regulations channel. An Owner may deliver to a member of the Board or the Management Company a written and signed complaint or email stating which rule is being violated (by citing the rule or describing the action), by whom and when (date, and time were practical).

Notification or writing shall be sent to the Owner stating the violation and providing the owner a time frame to remedy (correct) the violation or request a hearing. A hearing request must be in writing.

- A. The board shall grant such hearing within thirty (30) days of the request. If the Owner fails to appear, the hearing right is waived and the board may take action pertaining to the violation.
- B. Hearings are conducted in closed session. Board members with direct involvement must excuse themselves from the hearing process. Deliberation on the matter is completed after the hearing, in closed session of the Board, without the Owner present. The decision of the Board is binding and final and shall be delivered in writing to the Owner within ten (10) days of the hearing. Remedies for the violation will be effective immediately.
- C. If the violation is not corrected, or, if the owner does not request a hearing or fails to appear at a hearing, a fine shall result for non-compliance or the violation offense. A letter notifying the Owner of the fine shall be sent. Time limits may be extended or reduced upon mutual agreement between the Owner and the Board as evidenced of their actions. If the violation has created an emergency situation, a shorter notice period may also be utilized.
- D. Except as otherwise stated herein, violations of the Declaration or Rules and Regulations of Masters at Deacon's Walk will be administered as follows:
 - a. Warning to the Owner by way of letter or posted warning, and/or personal contact.
 - b. Second violation or non-compliance within 14 days of a letter and/or personal will result in a \$50.00 fine for violating the same rule within 12 months of the previous violation.
 - c. \$100.00 fine for violating the same rule within 12 months of the previous violation.
 - d. Four or more violations of the same rule within 12 months of the previous violation will result in a \$200.00 fine.
 - e. All fines are due and payable with the following month's Association assessment. Any fines not paid when due are subject to the Association's Delinquency Policy.

Any and all fines that remain unpaid thirty (30) days after the date of the letter may be subject to collections action allowed under the law to remedy the violation to the Association's satisfaction. The Board reserves the right to take more stringent action when a violation is viewed as presenting an immediate hazard to the community. Penalties will be assessed and enforced by the Board or its designees.

Please note that the Owner will be assessed the costs of remediation and/or retention of an attorney under the delinquency policy in the legally binding Declaration.

The Rules and Regulations are effective thirty (30) days after approval by the Board to allow time for written notification to the members of the Association.

The Board of Directors has approved these Rules and Regulations.

Signature: _____ **Brian Loftus** _____

(Representative of the Board of Directors)

Printed Name: _____ **Brian Loftus** _____

Title: _____ **President** _____

Date: _____ **9/24/25** _____

APPENDIX A

MANAGEMENT COMPANY CONTACT INFORMATION

The property manager should be contacted for all questions, concerns, and repair requests. The mailing address for the manager can be used for correspondence, if the owner does not have the Association's bank mailing address. HOAez property management, is the selected property management company for the Association.

Management company contact and mailing address:

Alexander Huset
HOAez
11125 Zealand Ave N
Champlin, MN 55316

info@hoaez.com

(612) 429-6039

Emergencies:

The management company maintains a 24 hour answering service for emergencies in the Association. An emergency is defined as any condition related to the Common Elements of the Association which endangers life, limb, or property. The number for this service is (612) 355-6191. All non-emergency calls to this phone number will be referred to the property manager.

Selling your home:

If you are selling your home, HOAez utilizes an independent third party to process the state required questionnaires disclosures and other documents this information is normally requested and obtained by the sellers agent a fee will be charged for the information as allowed under state law the third party has seven days under Minnesota Statutes to turn around the information your agent will need to access www.condosearch.com and follow the prompts our toll free number for the providers located on the website should any questions arise.

Insurance:

Owners receive a copy of the declaration page of the policy annually and must contact the insurance provider directly to receive a copy naming the mortgage company or have their agent contact the insurance company for detailed information on coverage.

APPENDIX B
THE MASTERS AT DEACON'S WALK
APPLICATION
FOR
ARCHITECTURAL OR LANDSCAPE MODIFICATION

Owner's Name: _____ Date: _____

Subject Property Address: _____

ARCHITECTURAL OR LANDSCAPE MODIFICATION AGREEMENT

I, _____, the undersigned, being the owner of the above-mentioned property located in the **Master at Deacon's Walk**, hereby apply to the Board of Directors for approval of proposal described below. I acknowledge that I have received and read the Association's rules related to Architectural requests in the Declarations regarding Architectural Control and I hereby agree to all conditions and requirements stated in that document.

ITEMS THAT REQUIRE APPROVAL IN ADVANCE INCLUDES adding or removing patios, trees, plantings, painting, windows, doors, solar panels, new cable or any satellite dish install, changes to heating or air conditioning that alter size or location, ponds, or any other item contained on the exterior.

Brief description of the proposed change or modification: _____

Telephone number _____

_____ Drawings & Plans	_____ Specifications
_____ Manufacturer's information	_____ Other

Request Approved: _____ Date: _____

Reason for denied request: _____

THE MASTERS AT DEACON'S WALK

WHEREAS, the Declaration of the Association, Section 6.6, provides that an Owner is deemed to covenant and agree to pay to the Association assessments for fees, charges, late charges, fines and interest; and

WHEREAS, the Declaration of the Association, provides that if the Association has provided for monthly installment payments of assessments, the Association may accelerate and the owner shall pay the unpaid balance of an annual installment if the owner has failed to pay any monthly installment. The annual assessment shall be the monthly assessment multiplied by twelve; and

WHEREAS, the Declaration of the Association, Section 6.7, provides that any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 8% per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the Lien against the property; and

WHEREAS, the Declaration of the Association provides that the monthly assessments may be collected on a monthly, bi-monthly, or quarterly basis at the discretion of the Association; and

WHEREAS, the Association wishes to reduce delinquencies and bad debt, the costs of which must ultimately be recovered from all Owners.

NOW, THEREFORE, BE IT RESOLVED, that, the monthly Assessment for each unit is due on the 1st day of each calendar month; and, be it further

RESOLVED, a statement shall be delivered to each Owner on or about the 26th of the month. In addition to other relevant information, the statement will disclose the previous account balance, all new charges, payments received since the last billing, and the total amount which will be owed for the first of the next immediate month. Failure to receive a statement does not relieve the Owner of the obligation to make timely payment; and, be it further

RESOLVED, an account shall be considered delinquent when an account balance is equal to or greater than the monthly assessment; and, be it further

RESOLVED, A late fee of \$25.00 will be assessed against all Owner accounts which were in a delinquent status at the close of business on the 15th of each month and interest shall accrue at the rate 8% per annum or maximum permitted under state law, whichever is less, for balances greater than 30 days. The date received will be the date upon which payments will be credited to the respective Owner accounts; and, be it further

RESOLVED, Payments received will be applied to the oldest outstanding amounts first; and, be it further

RESOLVED, Any account which becomes delinquent by 45 days or more will be sent its next statement via US Mail (a "Late Statement Notice") and, if presently receiving emailed statements, all future statements will be sent via US Mail until the delinquency is resolved; and be it further

RESOLVED, Any account which becomes delinquent by 75 days or more, Association will send delinquency notice requesting immediate payment and provide notice of acceleration of the next twelve installments within ten days; and, be it further

RESOLVED, Any account which becomes delinquent by 105 days or more will be referred to the Association's attorney to send a 30-day demand letter and to prepare an Owners and Encumbrances report; and, be it further

RESOLVED, All expenses relating to the collection of an account will be charged to the delinquent Owner; and, be it further

RESOLVED, In addition to the late fees there will be a \$30.00 charge (or the maximum allowed by statute) for any NSF check received in payment of fees, fines or assessments; and, be it further

RESOLVED, that this Resolution shall be effective as of June 1, 2018 as to all delinquencies as of that date and thereafter.

EXHIBIT A

Exhibit A of Property Management Agreement with Omega Property Management is hereby amended to include these additional costs related to the collection of delinquent accounts.

Collection services provided by Omega Property Management on behalf of the Association:

Late Statement Mailed*	\$10.00
Late Notice Letter*	\$25.00
Amenity Suspension Notice*	\$25.00
Acceleration Notice*	\$25.00
Order & Review Owners & Encumbrances Report	\$50.00
Negotiate Settlements	\$50.00
Confession of Judgment	\$50.00
Bankruptcy Filing by Owner	\$50.00
Conciliation Court Filing Fee (includes appearance & negotiating settlement)	\$300.00
Docket Judgment	\$50.00

Collection services provided by Omega Management to support attorney efforts:

Prep for Attorney Demand Letter	\$50.00
Prep for Lifting Bankruptcy Stay	\$50.00
Monthly Monitoring/Updating Fee	\$10.00
Prep for Foreclosure or Lien Drafting	\$50.00
Prep for Attorney Filing Conciliation or District Court	\$50.00
Order for Disclosure to Show Cause	\$50.00
Bank Levy and Wage Garnishment	\$25.00

Other non-collection charges

Bank Foreclosure Administrative & Transfer Fee (Due Upon Sheriff's Sale)	\$250.00
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* - Add \$6.00 for Certified Mail service

Although they do not change very often, Exhibit A may be amended with a 30-day advanced notice to the Board of Directors.

APPENDIX D

RESPONSIBILITY CHECKLIST

This Responsibility Checklist is provided as a convenient, simplified means of communicating some important information to you. Maintenance responsibility is defined per Section 9 of the Declaration.

Pre-Approval via the Architectural Request Process is required as indicated. The Board schedules replacement and major repairs in the reserve and minor repairs in the operating budget and all work is subject to Board approval per the budget. Per the Bylaws and the Declaration, the Board of Directors is solely tasked with all maintenance allocated to the Association, including the retention of vendors, oversight work, and determination of work. At no time should any owner interfere with the work of contractors on the property.

Maintenance Repair Item	Association Responsibility	Owner Responsibility	Architectural Form Required For Changes
Air Conditioner/Heating, Equipment & Base, ARC request required if expanding size/change in location (includes furnace vents)		X	X
Common Area and Unit Landscape, Grass, Trees, Shrubs	X		X
Concrete – Entry Stoop, Steps (and rail), Walkway		X	X
Decks/Patios		X	X
Doors – Entry, Storm and Patio		X	X
Driveway Repair and Replacement		X	X
Electrical Outlets – Interior/Exterior		X	
Exterior Faucets		X	
Exterior Light Fixtures Front Unit Replace	X		
Exterior Light Bulbs		X	
Exterior Siding (along with all trim, soffit and fascia, flashing including paint)	X		
Exterior Phone, Cable, Dish Wiring		X	X
Fencing or Retaining Walls, Common	X		
Fireplace (including chimney cap)		X	
Foundations		X	
Garage Door (except hardware)	X		
Gutters & Downspouts	X		
Pest Control – All		X	
Retaining Walls (between units @ lower BR)	X		
Railings (steps and deck)		X	X
Roof Shingles, Roof Vents	X		
Sewer Within the Lot		X	

Snow Removal drive and Walk	X		
Vents (bath fan, kitchen fan),Ducts, Fireplace, Pipes, Attic, Unit Interior		X	
Windows and Window Glass		X	X

APPENDIX E

Television Antenna and Satellite Dish

Installation Guidelines 2015

Television Antenna

Criteria	The antenna must be installed solely inside the owner's attic.
Mandatory Grounding	To prevent electrical and fire damage, antennas shall be permanently grounded in accordance with all applicable electric and building codes.

Satellite Dish – Requires Architectural Approval in Advance of Install

Criteria	1. The dish must be less than one meter in diameter – approximately 18 inches. 2. It shall not be installed higher than absolutely necessary on the roof for reception of an acceptable signal and should be installed in an area not viewed from the front of the unit. 3. The dish shall be completed so that it does not materially damage individual dwellings or void any warranties of the Association or other owners, or in any way impair the integrity of the building. 4. If penetration of the roof is necessary, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes to prevent structural damage to the building and residences from moisture. The owner shall be responsible for all maintenance, replacement, and removal associated with installation of a dish that requires penetration of roofing or any other exterior building surface. 5. The contractor or vendor must be licensed and insured.
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Cost of Repairs	Repairs made necessary by the installation, operation, maintenance, replacement, or removal of a dish will be assessed against the owner. Owners are responsible for all associated costs including but not limited to: -placement/replacement, maintenance, movement of, or removal of the dish, including costing associated with re-roofing of the unit, where the dish will need to be removed and reinstalled. -reimbursement to the Association for damage caused by the dish installation. -damage repair to any property caused by the dish installation, maintenance, use, or removal. -medical expenses incurred by persons injured by the dish installation, maintenance, use, or removal.
Safety	A dish must be secured so that it does not jeopardize the soundness or safety of any structure or the safety of any person at or near the dish, including damage from wind. Installation of the dish will withstand eighty (80) mile-per-hour winds and a two (2) inch ice coating.
Cable Exposure	Exterior wiring shall be installed so as to be minimally visible. Coaxial cable shall not be exposed along the roof or wall surfaces of the structure for a total linear distance exceeding forty-eight (48) inches. The cable placement and fastening shall be installed in as inconspicuous a way as possible.