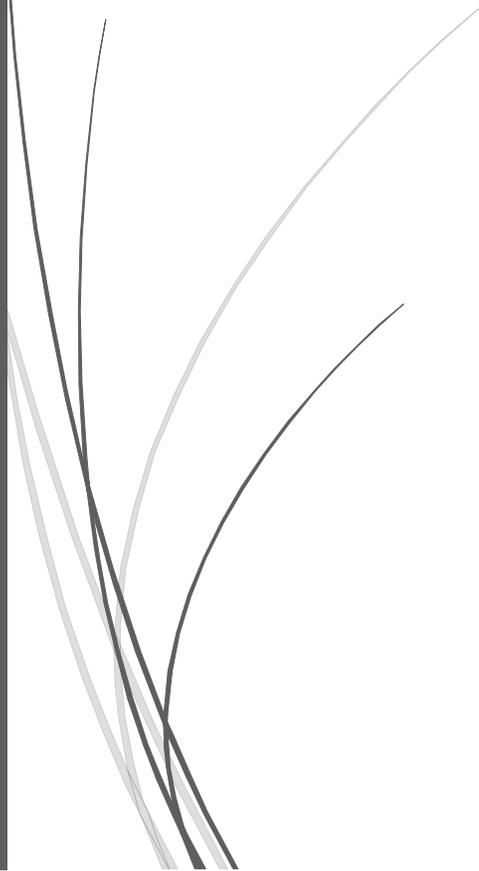




June 2022

Inspiration Community

Master Rules and Regulations



Inspiration Community Association
Master Rules and Regulations

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Introduction

It is important that we, as homeowners in the Inspiration community, preserve the living and architectural style that Inspiration represents. The goal of these Master Rules and Regulations is to provide reasonable, practical guidelines for the operation of the Inspiration Community Association (the "Master Association"), which governs Inspiration. Owners, residents and guests are obligated to comply with these Master Rules and Regulations and the Master Association's Governing Documents (Amended and Restated Master Declaration, Amended and Restated Bylaws of the Master Association, and Amended and Restated Articles of Incorporation for the Master Association. The Board of Directors of the Master Association may approve other Master Rules based upon authority contained in Section 3.9 of the Master Declaration. References to actions taken by the Master Association mean the Master Board acting for and on behalf of the Master Association. The terms used in these Master Rules and Regulations have the same meanings as set forth in Section 1 of the Amended and Restated Master Declaration ("Master Declaration") unless the context requires otherwise.

1. Section 1 – General Use Regulations

- 1.1. Except as otherwise provided in these Master Rules and Regulations, residents may not leave any personal items in their yards and/or on their driveways for more than 48 hours. This includes, but is not limited to, the following: recreational equipment, gardening equipment, bicycles.
- 1.2. Please be considerate of other residents and refrain from engaging in conduct which is a material annoyance or nuisance to others. Owners and Occupants are responsible for the behavior of their families, guests and tenants while at Inspiration. The cost of repair of damage to the Property resulting from the acts of Owners and Occupants and/or their guests may be assessed against the Owner's Unit.
- 1.3. Persons residing on or using the Property are obligated to comply with all applicable laws, ordinances and regulations of any governmental authority. If charged with a violation by a governmental authority, the Owner or Occupant shall indemnify, defend and hold the Association, and other Owners and Occupants, harmless from all fines, penalties, costs, attorney's fees or prosecution resulting from the violation.
- 1.4. Inspiration is designed to be a residential community. Business or commercial activity may not be conducted at Inspiration, except for any limited or incidental activities expressly permitted in Section 7 of the Master Declaration.
- 1.5. Flammable or otherwise hazardous substances may not be kept on the Property except in safe containers. All City, state and federal regulations, laws and ordinances must be followed.
- 1.6. The Master Board or persons authorized by the Board may enter the yard areas of the Units and Master Common Areas at any time for the purposes stated under 5.1.5 of the Master Declaration (inspection and repair of stormwater treatment train). This access shall be exercised only during normal business hours unless an emergency requires access at other times.
- 1.7. Managers and others who provide services to the Association take direction from the Master Board only. Comments regarding services or actions of persons performing work for the Master Association should be directed to the Master Board or to the manager.
- 1.8. Owners and Occupants should not engage with contractors who may be performing services on the Property, and shall treat all persons providing services to the Master Association with respect. Contractors have been instructed that they may not perform services for individual homeowners while on site without the express written consent of the Master Board. All expenses related to

any such services performed for an individual homeowner shall be the homeowner's responsibility; contractors will be instructed to invoice such homeowners directly.

2. Section 2 – Use of Master Common Areas

- 2.1. Master Common Areas, open spaces and other amenities are for the general use of all residents. We ask that you be considerate of the rights of other residents.
- 2.2. Please use your best efforts to prevent the Master Common Areas from becoming unsightly. Personal property or discarded items may not be stored, dumped or otherwise left on the Master Common Areas. If any person dumps or stores any items in the Master Common Areas, the Master Association may remove these items and assess the responsible party for any cost incurred with removal.
- 2.3. Walkways, trails, alleys and other portions of the Master Common Areas used for access to and from the Units or public areas may not be obstructed or used for storage, activities or for any purpose other than access and authorized recreational purposes.
- 2.4. Residents and their guests should not interfere in any manner with common utilities, equipment, systems or structures on the Property.
- 2.5. In order to preserve the aesthetic character and beauty of the Property, all plants, trees, landscaping and topsoil on the Master Common Areas must be left undisturbed, except for routine maintenance done by contractors engaged by the Master Association.
- 2.6. To preserve the ecological health and biodiversity of created or restored natural areas (prairies, wetlands, oak savannas and woodlands) of the Property and the Conservation Area (as defined in the Master Declaration), activities which damage native areas are prohibited. Specifically, this includes dumping of grass clippings, rubbish, landscape refuse, Christmas trees, pumpkins, chemicals or other foreign materials anywhere on the Property; driving of motorized vehicles through native vegetated areas; encroaching on the Conservation Area or outside of each Owner's Unit boundaries with lawn or other non-native landscaping; construction of recreational equipment, storage sheds or other structures on common natural open space, including Conservation Area; cutting trees or digging plants in the natural areas. Actions which damage natural areas and/or any portion of the Conservation Area that require restoration of native plants, trees or shrubs planted in those areas will incur a minimum fine of \$750.00 to cover the cost of restoration. In addition, if the cost of restoration is greater than the minimum fine, the party responsible for such damage shall be responsible for all costs of restoration of such area, as provided in the Master Governing Documents.

3. Section 3 – Architectural Matters

- 3.1. No person may modify, remove or change the appearance of any part of the Master Common Areas or the exterior of any Unit, Dwelling, building containing one of more Dwellings or Accessory building, except in accordance with the architectural requirements set forth in Section 8 of the Master Declaration. This includes, but is not limited to, the following: exterior house color, hardscape installation, modification, or removal.
- 3.2. Requests for approval of changes subject to approval under this Section or Section 8 of the Master Declaration shall go through the Architectural Review Committee (ARC) application process.

3.2.1. The ARC application can be downloaded from the community website or provided to an Owner upon request to the Manager. Instructions on how to complete the form are included on the form itself. When available, forms may be completed online.

3.2.2. Completed applications may be submitted via email or online (when applicable).

4. Section 4 – Utilities

4.1. Except as set forth in the Master Declaration, each Owner is responsible for the maintenance, repair, replacement and expenses relating to public utilities or other similar services metered solely to such Owner's Unit.

5. Section 5 – Trash and Recycling Receptacle Policy

5.1. Trash, garbage, and other waste shall be kept only in covered sanitary containers issued by the City's designated residential waste hauler for regular collection. Containers shall be placed curbside on the city streets and alleys for collection or at a location designated by the City's designated waste hauler.

5.2. Containers may be put out beginning at 4:00 p.m. on the day before the scheduled day of collection, and must be stored no later than 10:00 p.m. the night of collection. At all other times, containers shall be securely located out of public view.

6. Section 6 – Animals

6.1. Not more than three (3) animals per Dwelling (not more than two of which may be dogs), which shall be limited to dogs, cats, small birds, fish, rabbits and other animals generally recognized as domestic household pets, may be kept on the Property, subject to the conditions set forth in the Master Declaration and these Master Rules and Regulations.

6.2. Animals shall be kept solely as domestic household pets and/or as statutorily authorized service or support animals used by handicapped/disabled persons as provided in the Fair Housing Act, 42 U.S.C. §3601, *et seq.*, and not for any other purpose. No animal shall be raised or bred, or kept for business or commercial purposes, by any Person upon any part of the Property.

6.3. The Owner of the Unit in which an animal resides/is visiting is responsible for any personal injury or damage to property caused by their animal(s). Owners are responsible for notifying guests, tenants and invitees of the Rules and Regulations with regard to animals.

6.4. No animal shall be allowed to make an unreasonable amount of noise, nor to become a nuisance or a threat to the safety of others.

6.5. No structure, fence (except invisible fences) or enclosure for the care, housing or confinement of any animal shall be constructed or maintained on any part of the Property.

6.6. The keeping, breeding and raising of chickens or other poultry is prohibited anywhere on the Property.

6.7. Animals shall be under control at all times when walked or exercised on the Property.

- 6.8. Animal owners shall be responsible for removing their respective animals' waste immediately every time the animals are outside the Unit where the animal resides/is visiting. If animal waste is not promptly removed, the Owner of the Unit where the animal resides/is visiting may be subject to fine and, if removal is performed by the Master Association, the costs of such removal will be assessed to the Owner of the Unit where the animal resides/is visiting. If an animal damages any portion of the Property outside the boundaries of the Unit where the animal resides/is visiting, including, but not limited to, damage to landscaping or buildings, such Unit Owner is responsible for any expenses incurred by the Master Association or any other Unit's Owner for such damage.
- 6.9. Animals which engage in dangerous or disturbing behavior may, at the Master Board's reasonable discretion, be required to be restricted to the Unit where the animal's owner resides or, in the case of a visiting animal, the Unit the animal is visiting.
- 6.10. The Master Board shall have authority, following a hearing, to determine in its sole and absolute discretion whether a particular animal should be expelled from the Property based upon the animal's behavior or the failure of the animal's owner to comply with the Master Governing Documents, these Master Rules and Regulations or the applicable City ordinances.
- 6.11. All animals shall be subject to all applicable ordinances of the City, including leash and licensing requirements.
- 6.12. Owners and Occupants shall be liable for the cost of repair of any damage to the Property, or any personal injury, caused by animals kept by them.

7. Section 7 – Signs

- 7.1. A maximum of two (2) signs, not to exceed six (6) square feet in size may be placed, erected or maintained on a Unit at any given time. Such signs may include, but are not limited to, the following:
 - 7.1.1. One customary unlighted “For Sale” or “For Rent” sign per Unit, of not more than six (6) square feet advertising the Unit for sale or rent;
 - 7.1.2. Not more than twice per year, and limited to five (5) days each time, not more than two (2) signs per Unit, each of not more than six (6) square feet, advertising a yard sale,
 - 7.1.3. The permanent entrance signs and monuments to identify the Property.
 - 7.1.4. Unlighted political signs per Unit of not more than six (6) square feet may be posted during the eight (8) weeks prior to any election date.
- 7.2. No signs may display vulgar language or images (as determined by the Master Board, in its reasonable discretion, based on current social standards).

8. Section 8 – Rental/Leasing Policy

- 8.1. Any Owner leasing his or her Units is responsible for providing such Owner's tenant with a complete and current set of the Governing Documents and these Rules and Regulations.
- 8.2. All Owners leasing their respective Units must provide the Master Association with a copy of the current lease, as well as current contact information for all occupants, within 30 days of the commencement of the lease term.
- 8.3. The leasing Owner must notify the Master Association of his or her alternate mailing address and emergency contact information within ten (10) days of the commencement of the lease term.
- 8.4. The Unit Owner remains responsible for timely payment of all Master Association assessments, fees, fines or other charges imposed by the Master Association, regardless of any agreement to the contrary between Owner and tenant. The Unit Owner is responsible for the acts and omissions of the Occupants or guests of such Occupants of the Owner's Unit, as well as any and all fines imposed as a result of such acts or omissions of the Occupants and/or their guests.
- 8.5. Please see Section 7.4 of the Master Declaration for additional restrictions regarding leasing of Units in the Inspiration community.

9. Section 9 – Parking and Garage Regulation

- 9.1. Vehicles of any type owned or used by Owners or Occupants shall be parked or kept only within garages, paved driveways or designated parking areas.
- 9.2. Garages shall not be used for storage or other purposes such that they become unavailable for parking vehicles and keeping incidental personal property whenever possible.
- 9.3. Commercial vehicles and other vehicles in excess of three-quarter (3/4) ton in weight shall not be parked, stored or allowed to remain on any part of the Property for more than forty-eight (48) hours except:
 - 9.3.1. Within the confines of an enclosed garage or Accessory Building storage area
 - 9.3.2. On a temporary basis in connection with construction work on a Unit or Dwelling, an Accessory Building, Master Common Areas, or for deliveries, and
 - 9.3.3. One pickup truck or one utility van regularly used in the Occupant's business or employment.
- 9.4. Non-operable or covered vehicles may not be stored on driveways or otherwise outside of a garage or Accessory Building.
- 9.5. Boats and/or recreational equipment of any kind, including, without limitation, pontoons, travel trailers, tractor trailers, other trailers of all types, recreational vehicles, motor homes, bicycles, motorcycles, all-terrain vehicles and snowmobiles, are not allowed to be stored on driveways or on Master Association property for more than 72 hours within any given rolling 7-day period.
- 9.6. Owners are not allowed to drive and/or park vehicles and/or trailers on any portion of the Property not specifically intended for driving or parking of vehicles, including turf and landscape beds.

- 9.7. No Person shall perform maintenance, repair or restoration work on any vehicle on any portion of the Property except on their own vehicles, and then only
 - 9.7.1. Within garages or Accessory Buildings, or
 - 9.7.2. To make emergency repairs.
- 9.8. Parking and storage upon Carriageways/Alleyways or private streets is prohibited except in those areas designated by appropriate signage.
- 9.9. Master Common Area parking spaces are intended for guests and temporary use only. Such parking spaces may not be used by Owners or Occupants for long-term parking. Vehicles parked in Master Common Areas must be removed for snow removal. Owners and Occupants are responsible for ensuring that their guests are aware of such requirement. If a vehicle is not moved, and the snow removal contractor must return to the Property to complete its snow removal responsibilities after that vehicle is moved, the Owner of the Unit where the vehicle owner is residing/visiting may be assessed any and all costs incurred for that return visit by the snow removal contractor.

10. Section 10 – Administration

- 10.1. Owners may make written request for a waiver of any of these Rules and Regulations for specific and extenuating circumstances. Such waivers may be granted by the Master Board if:
 - 10.1.1. In the sole judgment of the Master Board, the requesting Owner has shown good cause for the waiver and the grant of the waiver will not violate the Master Governing Documents nor interfere with the rights of other Owners or Occupants, **and**
 - 10.1.2. A waiver has been granted to other Owners and Occupants under substantially similar circumstances.

Waivers will not be granted unless an emergency or highly extenuating circumstance exists.
- 10.2. The Master Board has the authority to amend these Master Rules and Regulations, and adopt such other Master Rules, from time to time, as it deems necessary for the use, safety, care and cleanliness of the Inspiration community, and for securing the common comfort and convenience of all residents. New or amended Master Rules and Regulations shall be effective only after reasonable prior notice, as defined in Section 12.1 of the Master Bylaws, has been given to the Members. Owners are responsible for notifying tenants and other Occupants of any such new or mended Rule or Regulation.

11. Section 11 – Violation Fining Policy and Fining Schedule

11.1. Violations/Hearings – When there is a violation of these Master Rules and Regulations or the Master Governing Documents, the Master Board is authorized to pursue various remedies. These remedies include legal action for damages or equitable relief in any court, imposition of late charges for past due assessments, imposition of reasonable fines for violations, and the correction of any exterior condition in a Unit which violates the Master Rules and Regulations or Master Governing Documents. Prior to the Master Board imposing a fine for any violation, the Master Board shall, upon request of the offending Owner, grant the Owner a fair hearing. Please refer to the Master Declaration Section 11.3 for a complete discussion of the rights of an Owner with respect to hearings.

11.2. Fining Schedule

Tier	EVENT	COMMUNICATION	TIMELINE
1	Violation identified	Letter that identifies the violation and the need to correct it.	10 days to comply
2	>10 days after initial violation & not compliant with the rule and no hearing requested	Notice of \$50 fine applied to Owners account.	10 more days to comply
3	>20 days after initial violation & not compliant with the rule and no hearing requested	Notice of \$100 fine applied to Owners account.	10 more days to comply
4	>30 days after initial violation & not compliant with the rule and no hearing requested	Notice of \$200 fine applied to Owners account.	10 more days to comply
5	>40 days after initial violation & not compliant with the rule and no hearing requested	Notice of a monthly \$200 fine applied to Owners account until the violation is corrected.	1 month to comply, if uncorrected, fines continue to accrue at \$200/month until violation is corrected

**Note 1: The Master Board reserves the right to deviate from this schedule where/when circumstances warrant.

**Note 2: If an Owner, or Occupant, is found in violation of the same rule/regulation multiple times after having corrected their first violation, they will enter the fine schedule at Tier 2, and there is no grace period to correct the same violation. After 2 years from the most recent violation has passed without another violation of the same provision of these Rules and Regulations or Master Governing Documents, the Owner's violation record will "reset" to Tier 1 if another violation of the same nature is cited in the future.

- EXAMPLE: An owner is violated on October 1, 2022, for having their trash receptacle out two days past the scheduled trash pickup day. The owner is sent a violation letter. The owner corrects the violation within 10 days and the violation is closed. No fines are assessed. On December 15, 2022, the Owner is again cited for leaving their trash receptacle out two days past collection day. The Owner will be notified that (1) they are once again in violation of these Rules and Regulations, and are now subject to a \$50.00, as well as subsequent fines for continued failure to violate the Rules and Regulations regarding proper storage of trash receptacles, and (2) they are entitled to a hearing as

discussed in Section 11.1, above, and Section 11.3 of the Master Declaration. If no hearing is requested or if the violation and fine are affirmed at a requested hearing, the \$50.00 fine will be assessed to the Owner responsible for the violation.

If the Owner does not correct the violation within 10 days of the imposition of the \$50.00 fine, the Owner will be a \$100 fine assessed to their account. The fining process will continue as outlined above and follow all collection policies of the Master Association. If the Owner pays the fine on January 2, 2023, the violation is closed. If no other trash receptacle violation are cited in the two-year period following payment of the fine (expiring December 15, 2024), then the Owner's violation record will "reset" to Tier 1 if another trash receptacle violation is cited in the future.



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Introduction

Inspiration Community Association (the “Association”) is a Minnesota nonprofit corporation organized to operate and administer a residential community association located in the City of Bayport, County of Washington, State of Minnesota known as (the “Property”). The Property is subject to and governed by a certain Master Declaration of Covenants, Conditions, Restrictions and Easements (the “Declaration”).

The Association is governed by a Board of Directors (the “Board”). The Association, by and through its Board, is authorized and empowered to enforce the covenants, conditions and restrictions set forth in the Declaration, as well as the covenants, conditions and restrictions set forth in the Association’s Bylaws and Rules and Regulations (collectively, the “Governing Documents”). The Governing Documents specifically authorize and empower the Association and its Board to enforce the owners’ obligations to pay assessments.

The Board hereby adopts this Assessment Collection Policy to establish policies and procedures for the collection of Assessments levied pursuant to the Restrictions.

1 Delinquencies, Late Charges and Interest

- 1.1 Due Date – An owner will timely and fully pay assessments. Annual assessments are determined and assessed prior to the beginning of the upcoming fiscal year. Additionally, the Association may levy special assessments to cover unforeseen costs and expenses. Annual assessments are due and payable in four (4) quarterly installments on the first calendar day of each quarterly month, or in such other manner as the Board may designate in its sole and absolute discretion. Special assessments are due and payable as determined by the Board.
- 1.2 Delinquency – Any assessment or installment of an assessment that is not fully paid by its due date shall be considered to be delinquent. A delinquency remains until paid in full, with any applicable late fees, interest and collection costs.
- 1.3 Late Fees – If an assessment or installment of an assessment is not paid within **fifteen** (15) days of its due date, the Association shall levy a late fee as set forth in the Section 5, Collection Schedule. If the delinquency remains, then the Association may levy additional late fees, as set forth in Section 5, every month thereafter until the delinquency is satisfied.
- 1.4 Liability for Collection Costs – Pursuant to the Governing Documents, Owners are liable to the Association for all collection costs incurred in the pursuit of delinquent assessments, including but not limited to, the cost of title reports, assessment liens, certified mail, long distance calls, court costs, filing fees and other reasonable costs and attorney’s fees incurred by the Association in collecting the delinquent assessments. All collection costs described above shall be collectable as an assessment as provided in the Declaration.
- 1.5 Insufficient Funds – The Association may levy a reasonable fee for any check returned to the Association marked “not sufficient funds” or the equivalent.
- 1.6 Waiver – Late fees and collection costs may only be waived by a majority vote of the Board.
- 1.7 Immediate Action in Case of Bankruptcy or Foreclosure – The Association reserves the right to immediately refer an account to collections in cases where: (1) the owner files for bankruptcy, or (2) the property is involved in a pending mortgage foreclosure action.

2 Installments and Acceleration

- 2.1 If an assessment is payable in installments, and if any such installment remains delinquent for more than 60 days, then the Association may, upon ten (10) days' written notice to the owner and in the sole discretion of the Board, declare the entire amount of the assessment immediately due and payable in full. If the Association accelerates an assessment, then any previously agreed-upon payment plan with the owner shall automatically be terminated, and the Association shall have no obligation to reinstate any such plan.

3 Allocation and Payment

- 3.1 Application of Payments – Payments received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, or the date the obligations arose:
 - 3.1.1 Fines
 - 3.1.2 Attorney fees and costs associated with delinquent assessments
 - 3.1.3 Delinquent assessments
 - 3.1.4 Current assessments
- 3.2 Payment Plans – The Association may, in the sole discretion of the Board, enter into a payment plan with a delinquent owner. Any such payment plan may be limited to 6-9 months, or as agreed to by the Board. If an owner defaults on an approved payment plan, the Association may accelerate the total amount due as set forth above and immediately send the account to the Association's agent for collections.
- 3.3 Notice of Payment – If the Association receives full payment of the delinquency after recording a lien against the property of the delinquent owner in the Washington County property records, the Association will cause a satisfaction of lien to be recorded in the Washington County property records. The Association may require the owner to prepay the cost of preparing and recording the release.

4 Collection Procedures

- 4.1 Delegation of Collection Procedures – The Association may delegate some or all of its collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a collection agency.
- 4.2 Delinquency Notices – As set forth in Section 5, Collection Schedule, the Association may send, but shall have no obligation to send, written notice of the delinquency to the defaulting owner if the Association has not received full payment of an assessment or installment of an assessment by its due date.
- 4.3 Verification of Owner Information – The Association or its authorized agents may obtain a title report to verify the legal owners of any property within the Association. The costs of obtaining a title report will be assessed back to the Unit as a collection cost pursuant to the Governing Documents.
- 4.4 Collection by Third Party – As set forth in Section 5, Collection Schedule, the Association may refer a delinquent account to the Association's agent for collections. The owner will be liable to the Association for all collection fees and expenses, including legal fees, incurred by the Association along

with all other costs of collection. The Association’s agent is authorized to pursue any and all legal remedies available to the Association under its governing documents and Minnesota law in order to recover the delinquent account, including, but not limited to, commencing a lawsuit for the delinquent account or foreclosing on the Association’s lien for unpaid assessments, fees and charges.

- 4.5 Notice of Lien – The Association’s agent will cause an assessment lien against the Owner’s home to be recorded in the Washington County property records. In that event, a copy of the lien will be sent to the defaulting Owner and may also be sent to the Owner’s first mortgage holder. The Owner will be liable to the Association for all costs involved in preparing and recording this lien.
- 4.6 Suspension of Membership Rights – Unless otherwise prohibited by the Governing Documents, the membership rights (other than voting rights) of any owner whose account is thirty (30) days past due may be suspended at any time at the discretion of the Board during the period that any assessment, installment of an assessment, late fee, or collection cost remains unpaid.

5 Collection Schedule

- 5.1 Collection Schedule Table – The Association shall take collection actions and impose late fees against delinquent accounts pursuant to the following schedule:

Delinquent Amount	Collection Action	Fees
At or more than \$175.00	1. Delinquency Notice from Management Company	1. \$25.00 Late Fee, recurring monthly until delinquency cured.
At or more than \$400.00	1. Delinquency Notice from Management Company 2. Automatic transfer to 3 rd Party Collections Company or Attorney	1. \$25.00 Late Fee, recurring monthly until delinquency cured. 2. Property owner will be responsible for all costs associated with 3 rd party collections company.
At or more than \$750.00	1. Delinquency Notice from Management Company 2. Notice of Filing of Lien 3. Filing of Lien	1. \$25.00 Late Fee, recurring monthly until delinquency cured. 2. Property owner will be responsible for all costs associated with preparing and recording the lien.

- 5.2 Payment Plan – If an owner requests a payment plan and the Board approves it, then the owner will be charged a one-time Late Fee of \$60.00 in lieu of future recurring Late Fees on the past-due balance at the time the payment plan was accepted. If an owner defaults on a payment plan, then the Board may terminate the plan, and retroactively assess any Late Fees that would normally have been imposed on the past-due balance, and continue to assess Late Fees for as long as the delinquency remains. The \$60.00 fee shall offset any Late Fees assessed retroactively.

6 General Provisions

- 6.1 Independent Judgment – The officers, directors, manager, and agents of the Association may exercise their independent, collective, and respective judgment in applying the terms of this policy.
- 6.2 Other Rights – This policy is in addition to and does not detract from the rights of the Association to collect assessments under the Association’s Governing Documents.
- 6.3 Limitations of Interest – The Association and its officers, directors, managers, and attorneys intend to conform strictly to the applicable usury laws of the State of Minnesota. Notwithstanding anything to the contrary in the Governing Documents or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstance whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid assessments, or reimbursed to the owner if these assessments are paid in full.
- 6.4 Notices – Unless the Governing Documents or this Assessment Collection Policy provide otherwise, any notice or other written communicate given to an owner pursuant to this policy will be deemed delivered to the owner when deposited with the U.S. Postal Service, addressed to the owner at the most recent address shown on the Association’s records, or upon personal delivery to the owner. If the Association's records show that a property is owned by two (2) or more persons, notice to one owner is deemed notice to all owners of that property. Similarly, notice to one resident is deemed notice to all residents. Written communications to the Association, pursuant to this Assessment Collection Policy, will be deemed given upon actual receipt by the Association’s president, secretary, managing agent, or attorney.
- 6.5 Amendment of Policy – This policy may be amended from time to time by the Board. Any changes adopted by the Board shall not be effective until reasonable notice of the change has been provided to owners.
- 6.6 Hearing Request – If an owner disputes any of the fines assessed against him or her under this Assessment Collection Policy, he or she may request an opportunity to be heard by the Board regarding those fines. An owner must exercise this right by sending a written request to the managing agent of the Association within ten (10) days of the date of the notice of violation, or as otherwise agreed by the Board, in its sole discretion.
- 6.7 Conflicts Among Documents – In the event any provision in this Assessment Collection Policy conflicts with the Governing Documents or applicable Minnesota law, then the Governing Documents or applicable Minnesota law, as applicable, shall control.

Board President

Date

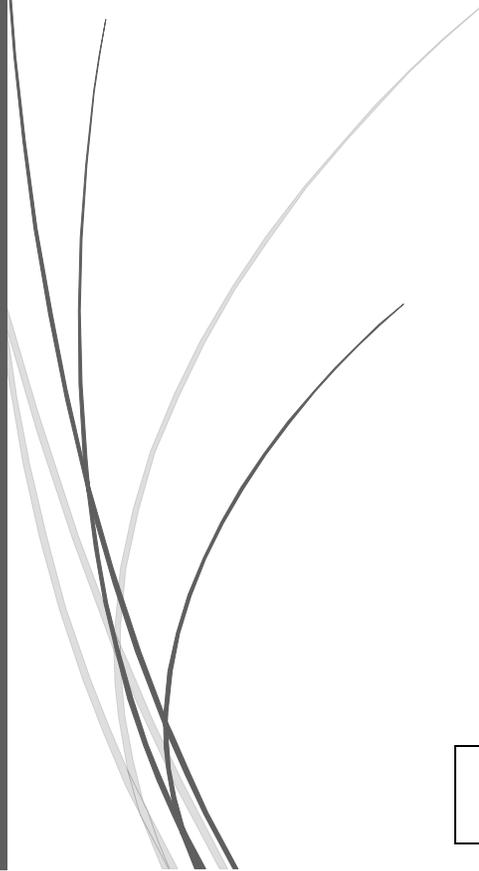
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Introduction

In order to maintain a general plan and uniform scheme of the Property and to create within the Property a residential community of high quality and harmonious Improvements, an Architectural Review Committee (ARC) is established as a committee of the Master Association. The ARC shall have all the powers granted under Section 8 of the Master Declaration.

The ARC is responsible for overseeing, reviewing and regulating architectural and design matters involving the Property. The intent of this document is to provide potential buyers, property owners, architects/designers and builders with the parameters for the preparation of the home placement and elevation drawing specifications and to outline requirements for landscaping, fencing, sheds & other landscape enhancements.

Substantial changes to new or existing home and/or landscaping must be submitted for ARC approval. Applications are reviewed as quickly as possible, with the goal of notifying a requesting Owner of the ARC's decision with three (3) business days. **Owners must apply for approval prior to starting any project.** Please refer to the application for a list of required documents.

1 Landscape Policies

1.1 Soft Landscaping Requirements

- 1.1.1 A minimum of 2 (two) ornamental trees must be installed in the front yard or front foundation area. (In some instances, the Birch may be considered in the ornamental category).
- 1.1.2 A minimum of 3 (three) additional trees (shade, ornamental, or evergreen) must be installed in the backyard and/or side yard. At least 1 (one) of the additional trees planted must be a deciduous shade tree; the balance may be a combination of shade trees, evergreens, and/or ornamentals. On lots adjacent to the restored prairie in common open space areas, flammable or sensitive trees, plants and landscape materials should not be placed adjacent to the prairie. Prescribed burns of the Conservation Area will be conducted periodically as part of the ecological management plan.
- 1.1.3 One boulevard tree must be planted near the street, towards the corner of the lot if possible. Corner lots may be required to have an additional 1-2 boulevard trees, depending upon lot size. The boulevard trees must be 2"-2.5" and a native Minnesota species.
- 1.1.4 Corner home sites require one additional shade tree positioned in the side yard.
- 1.1.5 A minimum of 20 (twenty) shrubs (deciduous or evergreen) must be planted in the front or side foundation areas. At least 30% of these required plants must be evergreen. Additional plantings of ornamental color (annual or perennials) are encouraged, but not required. If installed, these herbaceous plant materials are not counted toward the required minimum number of shrubs.
- 1.1.6 Drainage areas within the Unit and freestanding gardens and plantings located around the perimeter of the lot should be planted with native plant material. Owners are encouraged to use native plant materials throughout their property. The installation of native plant rain

gardens is also encouraged for the management of stormwater runoff. (See attached plant list for approved plant materials.)

- 1.1.7 Edging is required if rock mulch is employed. Edging is not required with organic mulches. Edging, if used, may be PVC (i.e., Cobra or Valley View), brick, stone, steel or wood, and should be selected to complement the style of the home and plantings.
- 1.1.8 Landscape mulches – Acceptable mulches are listed below. Other products may be submitted for consideration by the ARC:
 - 1.1.8.1 Rock Mulch – Washed River Rock, Trap Rock, crushed Buff Limestone, brick chips, or Granite chips.
 - 1.1.8.2 Organic Mulch – All products to be carefully screened for small twigs and leaves - Shredded Cedar, Shredded Cypress, Shredded Hardwood mulch (stained may be acceptable, depending on color surroundings.) Wood chips are not acceptable.
- 1.1.9 Yard Coverage – All yard areas not otherwise surfaced must be sodded or seeded. The area between curb and sidewalk must be sodded.
 - 1.1.9.1 Exceptions to sodded or hydroseeded areas would be planting beds, decks, gardens, play areas and pavements.
 - 1.1.9.2 Vegetable gardens and recreational areas must be located in the rear yard, but should not be located adjacent to Conservation Areas.
 - 1.1.9.3 The combined total of garden and recreational area must not exceed 30% of the rear yard area.
 - 1.1.9.4 Owners are encouraged to consider what their neighbors view from the neighbors' yards, and to be respectful of that view.
- 1.2 If Owners choose to do the installation themselves, or hire a firm other than the plan designer, Owners must follow the plan design as approved, taking note of tree caliper, shrub container sizes, and plant sizes.

2 Other Exterior Enhancements

- 2.1 Exterior Lights – Fixtures are permitted on exterior buildings when submitted to and approved by the ARC. Fixtures should maintain traditional style throughout Inspiration. Yard lights or lawn lighting should have “candle” or low light bulbs. ARC also must approve these fixtures.
- 2.2 Fencing – All types of fencings must be submitted and approved by ARC. ***Chain link fencing is not permitted in Inspiration.*** If fencing is added after occupancy, Owners must comply with all permitting requirements of the City as well as ARC approval requirements. Again, as related to fence placement, remember that prescribed burns will be conducted in prairie areas and could endanger combustible types of fencing.
- 2.3 Retaining Walls – Suitable materials for retaining walls include: Natural fieldstone or trap rock boulders, stacked, natural ledge stone, tumbled granite slab stones, dressed limestone, and

manufactured products which exhibit the characteristics of natural stone (i.e. cultured stone, tumbled concrete products with varying sizes). Owners should be prepared to submit samples of proposed materials, if requested by ARC.

- 2.4 Sheds – Sheds are allowed, however, construction of sheds is subject to ARC approval and all City regulations & setback requirements. The shed must be appropriate in size as to not dominate the yard or impact neighbors. The shed must be made of quality materials, similar in color and patterns of the house, and be styled architecturally similar to the house. Only one shed is allowed per Unit.
- 2.5 Sport Courts – Sport courts are allowed; construction of sport courts and related lighting is subject to ARC approval and all City regulations & setback requirements. Courts must not dominate the yard or impact neighbors. Lights must not impact neighbors.
- 2.6 Patios, decks, hot-tubs, additions, privacy panels and other enhancements – All other enhancements are allowed, subject to ARC approval and all City regulations & setback requirements. The enhancement must be appropriate in size as to not dominate the yard or impact neighbors. The enhancement must be made of quality materials, and, where applicable, be similar in color and patterns of the house, and be styled architecturally similar to the house.
- 2.7 Solar Panels – Solar panels are allowed, are allowed, subject to ARC approval and all City regulations. A drawing of the project must be submitted at the time of application for ARC approval.
- 2.8 Flag Display
 - 2.8.1 United States or Minnesota Flag – display of the United States and/or Minnesota state flags is permitted, provided:
 - 2.8.1.1 Such display is in accordance with the federal and state laws regarding proper display of the flag;
 - 2.8.1.2 The flag is in good condition and not altered or defaced;
 - 2.8.1.3 The flag is no larger than 3 feet x 5 feet; and
 - 2.8.1.4 Any illumination of the flag is focused on the flag and does not shine into a neighboring Dwelling or pose a nuisance to the Owner of a neighboring Unit
 - 2.8.2 Decorative Flags. Any flag other than the U.S. or Minnesota state flag is considered to be purely decorative in nature. Display of decorative flags is permitted, provided
 - 2.8.2.1 The flag is in good condition and not altered or defaced;
 - 2.8.2.2 The flag is no larger than 3 feet x 5 feet;
 - 2.8.2.3 The flag is not illuminated; and

2.8.2.4 The flag does not display vulgar language or images (as determined by the Master Board, in its reasonable discretion, based on current social standards)

3 Prohibited Plant List

3.1 The following plants are non-native and may not be planted or maintained on any Unit:

Trees & Shrubs

SCIENTIFIC NAME

Acer ginnala
Acer platanoides
Berberis thunbergii
Caragana arborescens
Eleagnus angustifolia
Euonymus alatus
Ligustrum vulgare
Lonicera x bells
Lonicera morrowii
Lonicera tatarica
Lonicera xylosteum
Populus alba
Rhamnus cathartica & frangula
Robinia pseudoacacia
Rosa multiflora
Spiraea japonica
Ulmus pumila

COMMON NAME

Amur maple (Dec. Om. Clump)
Norway maple (Blvd. Tree)
Japanese Barberry (Shrub)
Siberian peashrub (Shrub)
Russian Olive (Dec. Om. Clump)
Burning bush (Shrub, Dec. Om. Clump)
Common or European privet (Shrub)
Showy fly honeysuckle (Shrub)
Morrow's honeysuckle (Shrub)
Tartarian honeysuckle (Shrub)
European fly honeysuckle (Shrub)
White, or European poplar (Dec. Overstory)
Common and Glossy buckthorn
Black locust (Blvd. Tree)
Multiflora rose (Shrub)
Japanese spiraea (Shrub)
Siberian elm (Blvd. Tree)

Graminoids & Forbs

SCIENTIFIC NAME

Bromus inermis
Butomus umbellatus
Centaurea maculosa
Coronilla varia
Daucus carota
Eichhornia crassipes
Euphorbia esula
Glechoma hederacea
Iris pseudacorus
Lotus corniculatus
Lythrum salicaria
Alelilotus alba

Miscanthus sinensis
Phalaris arundinacea
Phragmites australis
Trifolium campestre
Trifolium pretense
Typha angustifolia and T.x. glauca
vinca minor

COMMON NAME

Smooth brome grass
Flowering rush
Spotted knapweed
Crown vetch
Queen Anne's lace
Water hyacinth
Leafy spurge
Creeping Charlie
Yellow water iris
Birds foot trefoil
Purple loosestrife
White sweet clover
Yellow sweet clover
Silver banner grass
Reed canary grass
Giant reed grass
Field clover
Purple clover
Narrow-leaved cattail and hybrid cattail
Myrtle

4 ARC Submission and Approval Process

4.1 Submission Process

4.1.1 The ARC application can be downloaded from the community website or sent to an Owner upon request. Instructions on how to complete the form are included on the form itself. When available, forms may be completed online.

4.1.2 Completed applications can be submitted via email or online (when applicable).

4.2 **Approval Process** – The ARC reviews submitted applications in the order received. Applications are reviewed as quickly as possible, with the goal of notifying a requesting Owner of the ARC's decision with three (3) business days of receiving a completed application and supporting documentation. However, in some cases, additional on-site review or research may be necessary. In those cases, an ARC decision may take longer. When the ARC has completed its review, ARC will notify the applicant of its decision in writing via US mail or electronic mail. The ARC's decision will be in one of three forms:

4.2.1 APPROVED as submitted.

4.2.2 APPROVED, with Conditions.

4.2.3 NOT APPROVED. If the Owner so desires, he or she may re-submit the application with all issues noted on the denial corrected.

Failure to comply with and/or maintain these guidelines and requirements may result in a violation notice and assessment of a fine in accordance with Section 11 of these Master Rules and Regulations.