

The terms of these Rules and Regulations are defined in the Declaration Arbor Fields and are used herein with the same meanings. Whether or not specifically included, these Rules and Regulations apply to any persons who are present on the Property at any time.

**ARBOR FIELDS HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS
JUNE 2013**

INTRODUCTION

It is important that we preserve the living and architectural style that Arbor Fields represents. The goal of these Rules and Regulations is to provide reasonable, practical guidelines for the operation of Arbor Fields. All residents and guests are obligated to comply with these Rules and Regulations and the Association's Governing Documents. The Board of Directors of the Association may approve Rules and Regulations based upon authority contained in Section 5.6 of the Declaration. References to the Association mean the Board acting for and on behalf of the Association. The terms used in these Rules and Regulations have the same meanings as set forth in Section 1 of the Declaration. References to the Association mean the Board acting for and on the behalf of the Association.

GENERAL USE REGULATIONS

1. Person's residing on or using the Property are obligated to comply with all applicable laws, ordinances and regulations of Jonathan, the City of Chaska and other governmental authorities. If charged with a violation by Jonathan or a governmental authority, the Owner of Occupant is obligated to 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.
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, invitees and tenants while at Arbor Fields. The cost of repair of damage to the Property resulting from the acts of Owners and Occupants and their guests may be assessed against the Owner's Unit.
3. The Arbor Fields community is designed to be a residential community. Business or commercial activity may not be conducted, except for the limited, incidental activities described in Section 7 of the Declaration.
4. For health reasons, garbage and refuse should be placed in leak-proof trash bags and deposited in designated trash receptacles. Municipal regulations regarding garbage pickup apply. Owners shall use the trash collection service approved by the Association.
5. Flammable substances may not be kept on the Property except in safe containers. No inherently dangerous items such as explosives may be kept on the Property at any time.
6. Except as expressly permitted by law, firearms, air guns and other devices designed to fire a potentially lethal projectile may not be discharged or carried on the Property, except for transporting the device to and from public property.
7. Persons authorized by the Board, or public safety personnel, may enter the Units at any time for the purpose of correcting any condition which is reasonably believed to present an imminent danger of serious loss or damage to any portion of the Property, or injury or death to any person. These authorized persons may

also enter the Units upon reasonable advance notice for purposes of maintaining, repairing and replacing Common Elements or any parts of the Units which the Association may be obligated to maintain.

8 Managers and others who provide services to the Association are required to take direction only from the Board or Association officers. Comments regarding services or actions of persons performing work for the Association should be directed to the Board or to the manager.

USE OF COMMON ELEMENTS

1. Although Arbor Fields is a row house style configuration, it is legally created as a condominium. This has little effect on operations, but it does mean that the building exterior is a part of the Common Elements or Limited Common Elements and is not part of the Units. Common Element grounds are for the joint enjoyment of all residents and we ask that you be considerate of the rights of others.

2. Please use your best efforts to prevent the Common Elements from becoming unsightly. Personal property may not be stored, displayed or otherwise left outside the Dwellings, except as authorized by the Board.

3. Walkways, Private Alleys, driveways and other portions of the Common Elements used for access to and from the Units, may not be obstructed, or used for storage, activities or any purpose other than access and authorized parking.

4. In order to preserve the aesthetic character and beauty of the Property, all originally installed plants, trees, landscaping and topsoil should be left undisturbed, except for routine maintenance.

5. Residents and their guests should not interfere in any manner with common utilities, equipment, systems or structures on the property.

ARCHITECTURAL AND EXTERIOR RESTRICTIONS

1. Arbor Fields is subject to architectural covenants contained in the Jonathan Covenants, the Architectural Guidelines and Covenants established by the Jonathan Association and the Declaration of Arbor Fields. No Person may modify or remove any part of the Common Elements, including the exterior of any building, nor change the appearance of any portion of the Common Elements including the exterior part of any building, except in accordance with the architectural requirements set forth in the Jonathan Covenants, the Architectural Guidelines established from time to time by the Jonathan Association and Section 7 of the Declaration.

2. No Person may modify or change the appearance of the exterior of any Dwelling, except in accordance with the architectural control requirements set forth in Section 8 of the Declaration. Owners and Occupants have the responsibility for obtaining written approval from the Board prior to making any exterior changes to their Dwelling or Unit. If any exterior change is made without written approval by the Board, the Association has the right to remove the unapproved items at the expense of the Owner of the Unit.

3. No identification, sign (including "for sale" and "for rent"), displays or comparable device of any kind shall be placed, erected or maintained anywhere on the Property except (i) signs placed by the Declarant or builder to advertise the Property, Units, or Swellings during the construction and sales period, (ii) the permanent entrance signs and monuments erected by the Declarant to identify the property and (iii) only after the Declarant no longer owns a Unit for sale or has the right to add Additional Real Estate to the Property, a sign or display of reasonable size approved by the Board temporarily erected in the front yard area, if any, allocated to a Unit.

4. Flags/Flagpoles: Permanent, free standing flagpoles are prohibited. A flagpole for the purpose of flying the American Flag may be placed on the wooden pillar not shared with a neighboring unit on the back deck of Village Homes (Pulte) or on the front pillar not shared with a neighboring unit of the front porch area of the Condos (Bright Keys) without the ARC approval. If mounting flag pole on front porch pillar or back deck pillar, bracket should be approximately 5ft from the bottom of the pillar. Placement of a flagpole in any other location is subject to ARC approval. Failure to adhere to this guideline may result in the Homeowner being directed to remove the flag and/or flagpole. Any other flag of any nature or meaning other than the American flag is not allowed. The American flag can be no larger than 3'x5' in size. It is the responsibility of the homeowner to repair the deck or pillar (fill in holes and paint with matching color if applicable) should the bracket be removed.

5. The installation and use of antennas, satellite dishes and other comparable communications devices shall be governed by applicable federal and state laws and regulations. Owner and Occupants shall be responsible for all maintenance and repair of the antenna, satellite dish or other comparable communications device and any maintenance or repair to the Property which arises out of the installation or use of such equipment.

6. Storm doors may be installed by Owners and Occupants; provided that all such storm doors shall be white in color and shall be constructed and installed using high quality materials compatible with the type, construction and design of the Dwelling. An ARC request must be completed and submitted to the Board for approval before any storm door can be installed. Owners shall be responsible for all maintenance and repair of storm doors and frames and any maintenance or repair to the Property which arises out of the installation of storm doors.

VEHICLES AND PARKING REGULATIONS

1. Vehicles, and trailers of any type, whether motorized or not, must be kept in garages when not in use due to the limited parking areas on the Property and the appearance of the area.

2. Outside parking may be limited during periods of snow removal or maintenance.

3. Inoperative or unlicensed vehicles or recreational equipment may not be left anywhere on the Property, except in the Owner's garage. All vehicles required by law to be licensed or registered must have current registration and license tags, as applicable.

4. Because of limited parking space on the Property, it is important that residents not park their vehicles in unauthorized parking areas. Common Element parking areas may be used only for guest parking, and not for parking or storage of Owners and Occupants' vehicles, recreational equipment or other personal Property. One guest vehicle may be parked in front of each of the Owners garage stalls. Garage stalls must first be used for vehicle parking, and no garage may be used for storage or converted to another use which would prevent the parking of vehicles in the garage. The Association reserves the right to tow, and fine the owner of, any vehicle parked in an unauthorized area or manner.

USE OF PATIOS AND DECKS

1. Each Unit is served by an individual patio or deck. The patios and decks are for the exclusive use of the Owners and Occupants of the Unit which has direct access to them, subject to the Declaration and to Rules and Regulations established by the Board from time to time.

2. Decks and porches are intended for personal recreational use and personal property may not be stored, displayed or otherwise left outside the Units; except that seasonal furniture and common plants in waterproof containers may be kept on decks and patios in season.

3. Decks and porches are intended for the quiet use and enjoyment of the Owners and Occupants of

the Units to which they are allocated. Residents are asked to be considerate of their neighbors. Loud music, noisy late night gatherings and other potentially disturbing activities on patios or decks are prohibited. Grilling is allowed on the patio areas of the Units but all grills or other outdoor cooking equipment must be kept at least 5 feet away from the Dwellings during use. Owners and Occupants are responsible to pay for any damage to the Property caused by failure to exercise reasonable care while grilling on the Property

4. Routine Maintenance of each deck and porch is the responsibility of the Owners and Occupants of the Unit which is served by the deck or porch.

ANIMALS

1. Common, domesticated house pets such as dogs, cats, fish or birds may be kept by an Owner or Occupant in his or her Dwelling, subject to these Rules and Regulations. No other animals may be kept anywhere on the Property. Birds, fish and other comparable house pets (other than dogs and cats) shall be kept in appropriate cages or tanks within the Owner s Dwelling.

2. A maximum of one dog, or two dogs provided their aggregate combined weight does not exceed 75 pounds, or two cats, or one of each, may be kept in any Unit.

3. A pet must be housed and maintained exclusively within the Owner s Unit, except when under the direct control of the Owner or other handler. Outdoor pet houses, shelters or enclosures of any type are prohibited. No pet may be left unattended outdoors or in the garage.

4. Owners are responsible to pay for any damage to the Property caused by their pet, and are obligated to hold harmless and indemnify the Association, and its officers and directors, against any loss, claims or liability arising out of any act of the pet.

5. Permitted pets are not allowed to relieve themselves on the Property, except within the Owners Unit in the case of cats. Pet waste left on the Property must be promptly disposed of by the pet's owner or other handler.

6. Pets may be walked on the Property only in accordance with local leash laws.

7. Any repeated or prolonged disturbance by a pet, such as noise, odor, waste or threatening or nuisance activity, will be cause for imposition of a fine on the Owner housing the pet and/or the removal of the offending pet from the Property. Decisions by the Board concerning the removal of a pet shall, upon written request of the affected Owner, be submitted to a vote of the Owners at a meeting of the Association; provided, that the Owner requesting the meeting shall pay the cost of calling and holding the meeting.

8. No rules shall be imposed which unduly restrict the keeping of a qualified service animal for a disabled or handicapped person in violation of any applicable state or federal statutes, regulations or rules.

9.

UTILITIES

1. Each Owner is responsible for the maintenance, repair, replacement and charges relating to public utilities or similar services metered solely to his/her Unit.

ADMINISTRATION

Waivers of specific Rules and Regulations for specific situations may be granted by the Board for good cause shown if, (i) the waiver is based upon an emergency or extenuating circumstances; (ii) the waiver will not violate the Governing Documents nor interfere with the rights of other Owners or Occupants; or (iii) the waiver is granted to other Owners and Occupants under the same circumstances. Waivers will not be granted unless emergency or highly extenuating circumstances exist.

The Board has the authority to amend these Rules and Regulations, and make such other Rules and Regulations, from time to time, as it deems necessary for the use, safety, care and cleanliness of Kliever Lake Villas, and for securing the common comfort and convenience of all residents.

VIOLATIONS/HEARINGS

When there is a violation of these Rules and Regulations or the Governing Documents, the 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 Rules and Regulations or Governing Documents (See Section 14 of the Declaration). Prior to the Board imposing a fine for any violation, the Board shall, upon written request of the offending Owner, grant the Owner a fair hearing. Please refer to Section 14.3 of the Declaration for a complete discussion of the rights of an Owner with respect to hearings.