

LEASING RULES AND REGULATIONS of Park Avenue Homeowners Association

The following rules and regulations have been adopted for any Owner(s) leasing their Townhome Unit ("Unit") on or after January 1, 1994. Please note that our Declarations limit the number of rental properties at any one time to eight (8) homes.

1. The Unit and/or garages must be leased/rented in their entirety and cannot be subleased.
2. Owner(s) must inform the Association, with notice to a PAHA Board Member whenever they intend to rent/lease their Unit. If all eight (8) slots are filled, the Homeowner requesting to rent/lease their Unit will be placed on a waiting list and cannot do so until a slot is available.
3. If allowed to rent/lease, the following information must be provided to the Board. Please do so through email to Kathy Carlson, at avschwartz712@cs.com:
 - a. A copy of the Lease/Rental Agreement.
 - b. The term of the rental agreement.
 - c. A completed Attachment to Lease/Rental Agreement form (see below).
 - d. A completed Unit Owner/Tenant Information form (see below).
 - e. Any other information deemed necessary by the Board which relates to the operation of the Association
4. The Owner(s) must supply a copy of the Unit Owner/Tenant Information form, each time a Unit is rented/leased to a new Tenant(s), or whenever the rental period is extended or renewed with an existing Tenant(s).
5. It is the Owner(s) responsibility to lead the new tenant to the PAHA website at pahahoa.org to ensure they are aware of all the aspects of living in the Association. It is the Owner(s) responsibility to ensure that the Tenant(s) comply with all terms of the Association and Minnesota Law.
6. In the event that the Association becomes aware of a violation of the Architectural Controls, Rules and Regulations, and Declaration of Covenants of the Association and Minnesota Law by a Tenant(s) of a leased Unit, the Association will provide notice to both the Owner(s) and the Tenant(s) of such violation. The Association at that time will also request that the violation be immediately remedied or that the Tenant(s) immediately cease and desist from such further violations. If after such notice the violation continues or additional similar violations continue, Association

will, after having given the Owner(s) and/or Tenant(s) an opportunity to be heard if they so desire, proceed with exercising all of its available legal rights, including but not limited to, seeking through action an injunction or court order prohibiting further violations of any of the terms of the Association and Minnesota Law.

7. In addition, after the Owner(s) and the Tenant(s) have received notice pursuant to this Section, the Association may levy a fine against the Owner(s) and the owner's Unit in the amount of \$25.00 per day for each day that the violation of the Architectural Controls, Rules and Regulations, and Declaration of Covenants of the Association and Minnesota Law continues or for each successive similar violation at the time such successive violation occurs. Such fines shall be the personal obligation of the Owner(s) and shall also constitute a Lien against the owner's Unit from the time such fines are levied.
8. The Owner(s) will be responsible for all of the Association's attorneys' fees and costs incurred as a result of a violation of the Architectural Controls, Rules and Regulations, and Declaration of Covenants of the Association and Minnesota Law by the Tenant(s) of the Unit and shall be responsible for all such attorneys' fees and costs incurred by the Association in acting to enforce any of the terms of the Association and Minnesota Law.
9. If after receiving any notification under these Leasing Rules and Regulations, an Owner(s) or Tenant(s) wishes to have an opportunity to be heard by the Board of Directors of the Association, such person(s) should immediately upon receipt of such notification contact the Board of Directors of the Association and make arrangements for such an opportunity to be heard.

ATTACHMENT to LEASE / RENTAL AGREEMENT
Park Avenue Homeowners Association

This Attachment to Lease/Rental Agreement ("Attachment") is a portion of that certain residential lease ("Lease") between _____ ("Tenant") and _____ ("Management") dated _____, for the lease of that certain premises ("Premises") described in the Lease.

1. Tenant(s) and Management acknowledge and agree that the Premises is a Townhome Unit located in the Park Avenue Homeowners Association ("Association") and is therefore subject to the Architectural Controls, Rules and Regulations, and Declaration of Covenants of the Association.
2. Tenant(s) hereby acknowledges that they have received and read a copy of the Architectural Controls, Rules and Regulations, and Declaration of Covenants of the Association prior to the time of entry into the Lease.
3. Tenant(s) understands and acknowledges that they are responsible for abiding by the terms set forth in the Architectural Controls, Rules and Regulations, and Declaration of Covenants of the Association.
4. As is further stated in the Lease, any violation of Minnesota Law, Architectural Controls, Rules and Regulations, and Declaration of Covenants of the Association by the Tenant(s) or any person(s) occupying the Premises, in connection with the Tenant's occupancy of the Premises, is a violation of the terms of the Lease, which shall be sufficient cause to allow Management to evict the Tenant(s) pursuant to Minnesota law or to allow the Association to proceed with its available legal remedies.
5. All other terms of the Lease shall remain in full force and effect unless otherwise specifically changed by this Attachment.

Dated: _____

Tenant(s):

Management:

UNIT OWNER/TENANT INFORMATION

FILL OUT AND RETURN TO:

PAHA

Attn: Anne Schwartz, Treasurer

712 E 143rd St

Burnsville, MN 55337

952-431-7314

avschwartz712@cs.com

Date: _____

NOTE: A complete copy of the Lease Agreement must be attached to this form.

Unit Address: _____

Owner(s): _____

Address:

Home: _____ Work: _____

Phone: _____ Phone: _____

Email: _____ SS#: _____

Tenant(s): _____

Address:

Previous: _____ Work: _____

Phone: _____ Phone: _____

Email: _____ SS#: _____

Other Occupant(s) of the Unit (if any): _____

Management Company (if applicable):

Name: _____

Address: _____

Contact: _____

Phone: _____

Email: _____