

## **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 written notice to the PAHA Board of Directors, c/o Anne Schwartz, 712 E 143rd St, Burnsville, MN 55337, whenever they rent/lease their Unit. Information is to be supplied to the Association no later than the commencement of the lease. This must include:
  - a. A copy of the Lease/Rental Agreement (approved Lease/Rental agreement and forms are available from the Board).
  - b. The term of the rental agreement (if not otherwise apparent from the lease).
  - c. A completed Attachment to Lease/Rental Agreement form. See page 3 of this document.
  - d. A completed Unit Owner/Tenant Information form. See page 4 of this document.
  - e. Any other information deemed necessary by the Board which relates to the operation of the Association.
3. 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).
4. It is the Owner(s) responsibility to supply a copy of the Architectural Controls, Rules and Regulations, and Declaration of Covenants of the Association to the Tenant(s). The Owner(s) is to ensure that the Tenant(s) comply with all terms of the Association and Minnesota Law.
5. All Lease/Rental Agreement(s) entered into or renewed after January 1, 1994, shall provide and require that the Tenant(s) of the Unit shall at all times 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, the 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:**

Date: \_\_\_\_\_

PAHA  
Attn: Anne Schwartz, Treasurer  
712 E 143rd St  
Burnsville, MN 55337  
952-431-7314  
[avschwartz712@cs.com](mailto:avschwartz712@cs.com)

**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: \_\_\_\_\_