

# TIMBERSHORE HOME OWNERS' ASSOCIATION

## RULES AND GUIDELINES

# TABLE OF CONTENTS

<b>GUIDELINES FROM YOUR BOARD OF DIRECTORS .....</b>	<b>4</b>
<b>I. OBLIGATIONS &amp; RIGHTS OF TIMBERSHORE ASSOCIATION &amp; HOMEOWNERS .....</b>	<b>5</b>
A. GENERAL HOMEOWNER OBLIGATIONS .....	5
B. HOMEOWNER PROPERTY USE .....	5
C. AMENDING GOVERNING DOCUMENTS .....	6
D. BOARD OF DIRECTORS .....	6
E. CORRESPONDENCE TO THE BOARD OF DIRECTORS .....	7
F. INSURANCE .....	7
G. MEETINGS.....	7
H. MONTHLY MAINTENANCE ASSESSMENT/DUES .....	7
I. SELLING OR REFINANCING YOUR HOME.....	8
<b>II. ASSOCIATION RESPONSIBILITIES .....</b>	<b>9</b>
A. PRUDENT AND RESPONSIBLE GOVERNANCE .....	9
B. COMMON AREA MAINTENANCE.....	9
C. OTHER ASSOCIATION RESPONSIBILITIES .....	10
<b>III. HOMEOWNER RESPONSIBILITIES.....</b>	<b>10</b>
A. DAMAGE .....	10
B. EXTERIOR ELEMENTS .....	10
C. CHILDREN’S PLAY EQUIPMENT AND STRUCTURES .....	11
D. CLOTHESLINES .....	11
E. GARAGE USE .....	11
F. GARBAGE AND RECYCLING .....	12
G. PLANTINGS AND LANDSCAPING .....	13
H. OUTSIDE WATER SYSTEM MAINTENANCE AND REPAIR.....	13
I. PARKING .....	14
J. PETS.....	15
K. POWER OUTAGES.....	15
L. PRIVACY FENCES.....	15
M. SATELLITE DISHES .....	16
N. SECURITY.....	16
O. SEWER SYSTEM MAINTENANCE AND REPAIR POLICY.....	17
P. SNOW REMOVAL .....	17
Q. STRUCTURES .....	18
R. SUMP PUMPS .....	19
S. HOSES.....	20
T. LAWN FURNITURE .....	21
U. LAWN WATERING.....	21
V. OUTSIDE WATER.....	21
W. ROOFS.....	22

X. SIGNS.....	22
Y. VANDALISM .....	22
Z. WINDOW AIR CONDITIONERS .....	23
AA. WINDOW DRESSINGS .....	23
BB. WINTER TIPS.....	23
CC. ZIP LINES .....	23
Exhibit A: Summary Grid.....	24-25
Exhibit B: Violations, Fees and Fines.....	26
Exhibit C: Water pipe guidelines.....	27
Exhibit D: Outside water system.....	28
Exhibit E: Water shut off locations.....	29
Exhibit F: Rules for decks.....	30
Exhibit G: Rules for new or replacement privacy fences.....	31
Exhibit H: Rules for windows/sliding glass doors.....	31
Exhibit I: Rules for storms doors.....	32
Exhibit J: Architectural and Landscape Alternation Request and approval form.....	33
Exhibit K: Satellite Dish Installation Form.....	34
Exhibit L: City of Eagan Recreational Fires.....	35
Exhibit M: City of Eagan Animal Ordinances.....	36-37
Exhibit N: Fiber optic box installation guidelines.....	38
Exhibit O: Lot Map.....	39

## **Guidelines from Your Board of Directors**

The Board of Directors developed and adopted this Guide for the use of the Owners and occupants of Timbershore. The Board reserves the right to change the Guide periodically to further the interests of the members of the Association. This Guide is not intended to supersede or replace the Declaration and By-Laws given to each Owner at the time of purchase. In the event of conflict, the Declaration and By-Laws will prevail.

- This Guide is provided so that residents may be familiar with the rules governing the Timbershore Association, hereafter referred to as “the Association”.
- Each Owner of a townhome accepted covenants, conditions, restrictions and appropriately promulgated rules as a condition of their receiving the deed to the townhome. If an Owner receives a written warning of not following any of the rules and does not comply, a fine in the amount to be determined by the Board may be imposed upon that Owner. The Declaration of Covenants, Conditions and Restrictions or ‘Declaration’ is on file with the Dakota county registrar of Titles and is referred to in the Certificate of Title of each townhome.
- In accordance with the Declaration and By-Laws, the Board of Directors has adopted the Rules in this Guide for the safety, security, convenience and comfort of the Owners and occupants and for the protection of their property values.
- The Association holds an Annual Meeting of the members. The members are advised of the date and location of the Annual Meeting.
- The Board of Directors of the Association meets regularly. The time and place of each meeting may be obtained by contacting the Management company or checking the Association website. Any member wishing to be heard on any matter is welcome to attend any meeting.
- If you have comments or recommendations, feel free to submit them in writing to the Management company.
- This document consolidates and supersedes existing Rules and Guidelines.
- A Summary Grid (Exhibit A) is attached as well as Violations and Fees (Exhibit B), Water pipe guidelines (Exhibit C), Outside water system (Exhibit D), Water Shut Off Guide (Exhibit E), Deck Specifications (Exhibit F), Fence Specifications (Exhibit G), Rules for Windows/Sliding Glass Doors (Exhibit H), Rules for Storm Doors (Exhibit I), Architectural/Landscape Alteration Request & Approval Form (Exhibit J), Satellite Dish Installation Form (Exhibit K), the City of Eagan Recreational Fires (Exhibit L),

City of Eagan Animal Ordinances (Exhibit M), Fiber optic installation guidelines (Exhibit N), Lot Map (Exhibit O)

Thank You,

TIMBERSHORE BOARD OF DIRECTORS

## **I. OBLIGATIONS AND RIGHTS OF THE TIMBERSHORE ASSOCIATION AND HOMEOWNERS**

### **A. GENERAL HOMEOWNER OBLIGATIONS:**

1. All Timbershore homes and lots shall be used for single family residential purposes only. No commercial or business activity shall be conducted within the unit. No garage shall be used for or occupied as living or sleeping quarters. No unit or any part of a unit shall be leased, sublet, assigned or suffered to be used for hotel or transient occupancy, nor shall any unit be converted to a timeshare. The City of Eagan prohibits Airbnb and short term rentals. Dec. Sec. 7.4
2. Non owner occupied units are capped at 30 units of the 172 units. To find out if new rentals are allowed, please contact the management company. See First Amendment to Amended and Restated Declaration for specific requirements. Dec. Sec 7.5
3. Homeowners are responsible for all occupants and guests. Dec. Sec. 7.6
4. No noxious or offensive activities are permitted upon any lot nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood, such as excessive or ongoing noise. This is in effect 24 hours/day and can be subject to fines. Dec. Sec. 7.11.

### **B. HOMEOWNER PROPERTY USE:**

The Declaration defines the property rights in the common area and easements. The following apply:

1. Common area use within the Association complex is limited to activities that will not harm the landscape, sod, shrubs, trees or facilities installed. Dec. Sec. 5. f.

2. No vehicles, trailers, snowmobiles, etc. are permitted on the lawns of the Association common area except for emergency purposes.
3. Temporary set-ups for activities such as, badminton, croquet, volleyball, lawn tennis, bocce ball, kiddie pools, basketball hoops, tents and the like may not be stored **outside** overnight.
4. Everything on the driveway needs to be stored in the garage overnight. This includes items such as grills and other portable items.
5. No swing sets or trampolines are permitted.
6. Any damage to the Common Area will be assessed to the member responsible at the repair cost to the Association. Dec. Sec. 3.1.f.
7. No charcoal grills shall be on decks.
8. Charcoal grills must be used 15 feet from building and off the deck.
9. The City prohibits fire pits within 25 feet of combustible material (deck and siding).
10. City of Eagan rules regarding fires: See Exhibit K.

### **C. AMENDING GOVERNING DOCUMENTS:**

1. The Articles of Incorporation may be amended by assent of fifty one percent of the membership. Article IX
2. The By-Laws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum present in person or by proxy at a meeting called for that purpose through a mailed ballot process. Article XI
3. The Declarations may be amended by consent of sixty seven percent of the Homeowners. Section 17
4. The Rules of the Association are written by the Board of Directors and may be changed by a majority vote of the Board members. Dec. Section 5.7

### **D. BOARD OF DIRECTORS:**

1. The affairs of the Association are managed by a Board of seven (7) Directors who are elected to three-year terms. These Directors are not paid for serving on the Board. By-Laws Art. IV
2. Each year after the Annual Meeting, the Board elects Officers.

## **E. CORRESPONDENCE TO THE BOARD OF DIRECTORS:**

1. If you wish to bring an issue to the attention of the Board of Directors, you may attend a Board meeting or contact the management company.

## **F. INSURANCE:**

1. See Second Amendment to Declaration:  
[http://www.timbershore.com/pdf/Legal/Second Amendment to Amended and Restated Declaration insurance 2023.pdf](http://www.timbershore.com/pdf/Legal/Second%20Amendment%20to%20Amended%20and%20Restated%20Declaration%20insurance%202023.pdf)
2. Noncompliance will result in a penalty.

## **G. MEETINGS:**

1. The Board of Directors usually meets on the second Thursday of each month. The Annual Meeting is usually held during the month of February. Dates and times can be changed by the Board. All Homeowners of Timbershore Association are welcome to attend these meetings. Dec. Sec. 4 and By-laws Art. II.
2. The time and location of meetings are put on the Timbershore website. Upon approval, the minutes of each meeting are put on the both the Timbershore and management company's website and emailed to homeowners. Hard copies of the minutes are mailed to those who request, but homeowners will be charged for copies.
3. For any matters to be voted on by Homeowners, each townhome unit may cast a single vote. Voting rights may not be transferred.

## **H. MONTHLY MAINTENANCE ASSESSMENTS/DUES:**

1. A monthly assessment is charged to pay for maintenance of common areas, snow removal, trash pick-up, maintenance services, legal services, audit and accounting, emergency expenses, deposits to the Reserve Fund and other Association operating costs. If master policy is purchased, insurance will be

collected monthly with the dues. The amount of the assessment is set by the Board of Directors of the Association prior to the beginning of each calendar year. Contact the management company for options to pay dues/assessments with automatic withdrawals or by credit card. Dec. Sec. 6.

2. The monthly assessments are due on or before the first of each month. To avoid a late fee, payments must be received by the management company by the tenth of the month. A fee will be assessed by the Association for any returned check. Any payments received are applied to the past balances first and then to the current balance. All remaining balances shall continue to be subject to late fees.
3. After sixty (60) days past due, a ten (10) day notice is mailed announcing that legal action will be commenced following the ten-day period if still in arrears. After expiration of the ten (10) days, a demand letter of thirty (30) days is ordered from the legal counsel if still in arrears. Once the 30-day demand expires, a notice of lien is signed and filed with the county if still in arrears. Title work is then ordered, and foreclosure may be started depending on the severity of the account. (Collection Policy)
4. Legal action including but not limited to filing of a Notice of Lien, the foreclosure of the lien and/or the initiation of a district court action may be taken. In the event, any collection action is initiated; the Owner shall pay all costs of collection including attorney fees.
5. Other Fees:
  - Violation letter fee: current rate plus postage
  - Hardcopy statements: current rate postage
  - Electronic statements: current rate plus postage

## **I. SELLING OR REFINANCING YOUR HOME:**

1. When you decide to sell your townhome either by yourself or through a realtor, please contact the management company.
2. A fee is charged for preparing the information required when a homeowner sells his home.
3. A fee is charged when preparing information to refinance a home, obtain a home equity loan, or take out a new mortgage or any other information beyond the normal requirements of operation of the Association.

4. The reason for charging the fees is that when information is requested beyond the normal requirements of running the Association, it takes time and resources while the benefit is solely to the homeowner making the request.

## **II. ASSOCIATION RESPONSIBILITIES**

### **A. PRUDENT AND RESPONSIBLE GOVERNANCE:**

1. The Board of Directors shall act in a legal and prudent manner including subscribing to the Declarations, Articles of Incorporation and By-Laws.
2. A quorum shall meet and report to Homeowners on a regular basis, develop and follow a budget in addition to hiring bona fide companies to complete Association business.
3. All legal matters shall be tended as appropriate i.e. filing nonprofit tax form and due delinquencies.

### **B. COMMON AREA MAINTENANCE:**

1. The common areas are the property of the Association and meant for the enjoyment of all living within Timbershore. The Homeowners can use these areas. Dec. Sec. 3.
2. To preserve the uniform and high standard of appearance of the Association common area, the Association retains an experienced grounds maintenance firm. The maintenance firm retained by the Association for the care of the common area provides the following services:
  - Spring and Fall clean up
  - Grounds clean up
  - Repair of turf damage from snow plowing
  - Applications of non-phosphorous lawn fertilizer
  - Application of a pre-emergent crab grass killer as needed
  - Mowing of lawns during the growing season
  - Shrub care in common areas
  - Snow removal

### **C. OTHER ASSOCIATION RESPONSIBILITIES:**

1. Additionally, the Association assumes responsibility for the following
  - Gutters & Downspouts
  - Driveways
  - Garage Aprons
  - Garage Door (inside components are homeowner responsibility)
  - Roofs
  - Siding and Shutters
  - Stoops, Railings and front steps
  - Trees
  - Lawn (fertilize, weed control & mowing)
  - Snow removal per contract
2. The Association or its representatives shall have the right to enter upon any unit for maintaining the common plumbing, sewer and utilities on the unit lines crossing such unit. Dec. Sec.7.16; 13.2.
3. Residents should keep a supply of sand/salt mixture on hand to put on their steps, slabs, and driveways when icy.

### **III. HOMEOWNER RESPONSIBILITIES**

In addition to the interior of their units, Homeowners are responsible for certain other items including those listed below. This list is not intended to be all-inclusive. For a summary of Homeowner and Association Responsibilities, please see the last page of the Guide. (Exhibit A –Summary Grid). Dec. Sec. 9.2

#### **A. DAMAGE:**

1. Notify the management firm of any damage to the exterior of your townhome, to the common areas adjacent to your townhome, or to the plantings. Preferably the management company shall be notified by email or by mail. Dec. Sec. 9.2.o

#### **B. EXTERIOR ELEMENTS:**

1. The Homeowner must obtain written approval (signatures and dates) from the Board of Directors Timbershore Homeowners Association **prior to**

construction, removal and replacement of a balcony, patio, fence, landscaping, new air conditioner, or any other exterior alterations.

Appropriate city permits shall be obtained as needed. Exhibit I.

Architectural/Landscape Alteration Request & Approval Form, Exhibit F. Deck Specifications, and Exhibit G. Fence Specifications. Dec. Sec 8

2. The Homeowner is responsible for their electrical meter and anything behind it.
3. The Homeowner must maintain their balcony, patio and yard as determined by the Board. Structures need to be in safe condition and paint/stain as needed. See below regarding children's equipment.

### **C. CHILDREN'S PLAY EQUIPMENT AND STRUCTURES**

1. Any equipment such as monkey bars, slides, or swings are not permitted. Strollers, bikes, tricycles, wagons, basketball hoops, and other portable play equipment must be stored **overnight** in the garage, or in an enclosed fenced area.

### **D. CLOTHESLINES**

1. Use of exterior portable or stand-up clotheslines shall be allowed between the hours of 5 a.m. and 8 p.m. When not in use, store clotheslines inside.
2. Clothes, bedding or rugs shall not be hung on deck railings.

### **E. GARAGE USE:**

1. Homeowners are responsible for damage incurred due to neglect.
2. Whenever possible, all garage doors shall be kept closed especially in cold weather. Water pipes for the upstairs bathroom run through the inside corner of the garage and may freeze and burst if the garage door is left open. A closed garage door prevents animal intrusion and theft.

3. No major repair of vehicles is permitted, for private or commercial purposes either inside or outside of a garage. Dec. Sec. 7.7.
4. The pressure spraying of paints and/or the release of other volatile or explosive flammables in any garage is prohibited.
5. The Association will pay for the cost for garage door replacements at the end of its normal useful life. Dec. Sec. 9. F. It is the responsibility of the Homeowner to maintain the hardware on the inside of the garage door. Examples are hinges, cables, rollers, tracks and springs. Dec. Sec. 9.2. k.
6. Absentee landlords should tell their renters to notify them immediately if a problem develops with the garage door hardware. If this is impractical, the renter should be authorized to repair breaks or malfunctions of the door.

#### **F. GARBAGE AND RECYCLING:**

1. Garbage and recycling containers and other refuse shall always be stored inside one's garage except as indicated below.
2. Containers may be set out at the curb the evening prior to collection day. Containers shall be returned to the inside of the garage by 6 a.m. on the morning following the pickup. (This schedule is in sync with the city of Eagan guidelines.) The cover of the containers needs to close when at the curb awaiting pickup.
3. The trash hauler is only responsible for picking up the contents inside their trash container. If a Homeowner has more trash than the container will hold, the Homeowner must personally call the trash hauler and plan for the removal of the excess amount. Any extra charges incurred are the responsibility of the Homeowner. The contact number for our trash hauler is located on the trash container
4. The trash hauler does not pick up yard waste. Yard waste needs to be taken to a local composting facility.
5. The lawn contractor will pick up twigs and sticks piled near the curb.
6. If after the written warning and the homeowner is not in compliance, the Fine Schedule will be applied. A hearing before the Board may be requested following a first offense. Dec. Sec. 14.3.

## **G. PLANTINGS AND LANDSCAPING:**

1. Homeowners are responsible for landscaping the first six feet from their unit. Homeowners are encouraged to join the Association in providing positive curb appeal and appreciation. Homeowners, who maintain plantings and landscaping, facilitate rain absorption, helps prevent erosion and beautify their home. Dec. Sec. 9.2.j.
2. If the Homeowner or a previous Homeowner has received approval from the Association for a change beyond six feet, the complete area should be maintained.
3. Prior approval from the Board of Directors is required before making changes.
4. Complete the Architectural/Landscape Alteration Request & Approval Form (Exhibit I.) and submit to the management company. The form is found on the management company's website or by contacting the management company.
5. Examples of Landscaping additions or changes: Flower beds and flower bed fences, bushes, shrubs, trees, rocks, permanent planters, trellis, air conditioners, privacy fences, and any structures large or small.
6. Homeowners are responsible for trimming shrubs and small trees within six feet of their unit.

## **H. OUTSIDE WATER SYSTEM MAINTENANCE AND REPAIR:**

1. The obligation of the Association for maintenance and repair of the outside water system is limited to failure of the system only. This means that if the system's pipes or outside faucets fail or leak due to structural failure, the Association is responsible for repair of the system's pipes or outside faucets only. If the outside water system fails because of a homeowner's negligence, then it is the homeowner's responsibility to repair the pipes or the outside faucets. Examples of negligence by a homeowner are:
  - Not following proper shutoff procedure of outside water during cold weather months; or
  - Leaving garage doors open for extended periods during cold weather months. Dec. Sec. 9.1.m.
2. If reimbursement of the homeowner's cost to repair a failure of the outside water system is to be considered, the homeowner must notify the

management company prior to having the system repaired unless it is an emergency. The homeowner shall then submit to the Association an invoice from a qualified contractor which verifies the cause of the failure of the outside water system.

3. The Association shall not pay for damage to the townhome unit caused by failure of the outside water system. Any such damage to the townhome unit is the homeowner's responsibility.

See also Exhibit D

## **I. PARKING:**

The parking of passenger motor vehicles is limited to the following designated areas:

1. Inside the Homeowner's garage or the driveway directly in front of the Homeowner's garage door and limited to two vehicles. Dec. Sec. 7.7
2. Vehicles parked in the driveway must not restrict the use of neighboring units' driveways nor block the views of traffic.
3. No overnight parking in the turnaround areas.
4. Vehicles are not to be stored in front of a garage or in the common driveway. Any vehicle parked on the driveway must be moved to another location at least once a week. No unregistered or broken down vehicles to be parked at any time in front of the garage or in the common driveway.
5. **Per. Dec. Sec.7.8, vehicles must be removed from the driveway prior to plowing to allow for snow removal.** In the event the vehicle(s) is not removed prior to plowing, the homeowner is responsible to remove the snow from the driveway within 24 hours. If the snow removal does not occur within 24 hours after plowing, the vehicle will be towed and the contractor will remove the snow. The towing and snow removal will be at the homeowner's expense. If the vehicle is removed but not the snow, the homeowner will be responsible for the contractor's snow removal.
6. No boats, snowmobiles, trailers, camping vehicles, unlicensed vehicles or trailers shall be stored or parked outside of the garage. Tractor trailers nor nonoperational vehicles are not permitted. **The first infraction will result in a warning, the second infraction will result in a fine. For the third and**

**successive infractions the vehicle(s) will be towed at the homeowner's expense.**

7. A vehicle parked outside of the above described areas will receive a written warning to subscribe to the above rules. **The first infraction will result in a warning, the second infraction will result in a fine. For the third and successive infractions the vehicle(s) will be towed at the homeowner's expense.**
8. A hearing before the Board may be requested following a first offense. Dec. Sec. 14.3.

#### **J. PETS:**

1. Timbershore Homeowners are required to abide by the City Code of Eagan. These ordinances speak to barking, picking up feces and animals at large.
2. **The pet owner shall collect solid waste immediately. Animals cannot be permitted to run at large; the animal must be securely leashed on the owner's premises or under command of accompanying person.**
3. <http://www.cityofeagan.com/police/animal-control/animal-ordinances>  
Some highlights on Exhibit L
4. Tethering of pets shall be done in a manner to prevent their access to the driveway or street. No tethering to trees. No overhead zip lines are allowed.

#### **K. POWER OUTAGES:**

1. If the power goes out in your unit, check with the other units in your building to see if their power is also out. If other units are without power, call Dakota Electric. If only your unit is without power, you may have to call an electrician.

#### **L. PRIVACY FENCES:**

1. All gates on privacy fences and gazebos must be left unlocked.

2. Maintenance of the area inside of the privacy fence as well as the fence itself is the responsibility of the Homeowner. Dec. Sec. 9.2.i.

### **M. SATELLITE DISHES:**

The Timbershore Homeowners Association requires the following criteria to be met for approval (Exhibit J). This form must be signed and submitted to the Association prior to installation.

1. No structural exterior changes shall be made to the building except where the dish is attached to the roof.
2. Any exterior damage caused by the Satellite TV company and its contractors is the responsibility of the unit owner. Installation must be performed by a professional.
3. It shall be the owner's responsibility to make sure all installation guidelines have been followed and take corrective measures if any non-compliant methods that have been used. If corrective measures are not taken, or any damage is found, the Association will resolve those issues and assess those charges incurred, to the owner.
4. The satellite dish needs to be placed on the upper roofline, at least 6' up from bottom edge of roof. Dish must be installed above owner's unit. Installation is not permitted on divider walls or decks. If the above guidelines cannot be met in order to obtain a proper signal, a detailed drawing showing the dish location must be presented to the Board by Architectural Alteration Request Form and approved prior to installation.
5. Satellite dish must be mounted so that a minimal amount of wiring is exposed on the roof. Wiring must be installed in accordance with local and state codes and be properly grounded. All cable and ground wires must be tucked under a corner siding cap and/or enter under the soffit. Entering through a roof vent is also permitted.
6. Maximum Dish size is 1 meter in width, round or elliptical.

### **N. SECURITY:**

1. Security within the Association complex is important to each of us; therefore, each of us has a part to play. Should you notice something suspicious, out of the ordinary, hazardous, or inappropriate for the Association or individual Homeowners, CALL THE PROPER AUTHORITY!
2. Homeowners are requested to have the front door lights on when it is dark to enhance neighborhood security. Front door light bulbs should be replaced

when necessary. Our front door light fixture calls for a bulb not more than 60 watts. If your front door light is not working properly, contact the management company. Dec. Sec. 9.1.n.

3. The latches on your patio and balcony screen doors are not sufficient to keep intruders out. Close and lock the glass patio and balcony doors.

## **O. SEWER SYSTEM MAINTENANCE AND REPAIR POLICY**

1. The obligation of the Association for maintenance and repair of the main sewer system is limited to failure of the system only. This means that if the sewer system clogs due to structural failure, the Association is responsible for repair of the system. If the sewer clogs because of the homeowner's use, the homeowner is responsible to unclog the system. Dec. Sec. 9.1.
2. If reimbursement of the homeowner's cost to repair a clog in the main sewer system is to be considered, the homeowner must notify the management company prior to having the sewer system repaired. The homeowner shall then submit to the Association an invoice from a qualified contractor which verifies that structural failure of the system caused the clog.
3. The Association shall not pay for any damage to the interior of the townhome caused by failure of the main sewer system. Any such damage to the town home unit is the homeowner's responsibility.

## **P. SNOW REMOVAL:**

1. Snow removal will follow the contract specifications. Homeowners will be notified each fall of the current specifications.
2. **Per. Dec. Sec.7.8, vehicles must be removed from the driveway prior to plowing to allow for snow removal.** In the event the vehicle(s) is not removed prior to plowing, the homeowner is responsible to remove the snow from the driveway within 24 hours. If the snow removal does not occur within 24 hours after plowing, the vehicle will be towed and the contractor will remove the snow. The towing and snow removal will be at the homeowner's expense. If the vehicle is removed but not the snow, the homeowner will be responsible for the contractor's snow removal.

## Q. STRUCTURES:

1. Putting holes in the siding or any part of the exterior of the building to hang plants or other items is not allowed. The exterior siding and soffit cannot support hanging items. Any damage to the siding (exterior of the building) by the homeowner will be the fiscal responsibility of the homeowner.
2. No structures or devices shall be hung from, attached to, or protruded from, any exterior surfaces of the buildings. Non-seasoning lighting is permitted on the deck and fence.
3. Grills, lanterns, or any other objects, which create heat, must be kept away from the siding and from under the overhangs. These objects may cause the siding and soffits to melt or burn. Charcoal or wood burning grills shall not be used on the balcony. See Exhibit K for Eagan Recreational Fires
4. The Homeowner must furnish a copy of specifications and designs of proposed additions or changes to the Board of Directors Timbershore Homeowners Association for prior approval before construction or changes commence. The procedure is to complete the Architectural/Landscape Alteration Request and Approval Form (Exhibit C) and submit to the Management Company prior to the Board meeting. The plans will be reviewed at each monthly meeting. Dec. Sec. 8.
5. The proposed plans need to include dimensions and types of materials to be used. The maximum depth of a balcony (upper deck) is eight (8) feet per city code; it cannot extend past the upper privacy wall. Patios cannot extend beyond the lower privacy wall. The Deck and Fence Specifications are attached (Exhibits F and G).
6. If a Homeowner institutes the construction or placement of additions on any exterior surface of his home without proper authorization, a suit to enjoin or remove such additions or changes shall be instituted against that Homeowner by the Association. Any cost associated with such action will be the responsibility of the Homeowner. Dec. Sec. 8.3
7. The Owner, who has a fence, deck or patio, is responsible for its maintenance and repair including staining/painting. Decks may be stained a natural color or painted the same color as the unit.
8. If the Owner fails to sufficiently complete the needed repairs after receiving written notice, the Association will repair at the Homeowner's expense. If any

Owner fails to maintain or repair his or her fence, deck or patio, the Association may undertake to perform the same at the Owner's expense.  
Dec. Sec. 9.3

9. If any Owner negligently damages any portion of the property including, but not limited to, the yards, plantings and exteriors of a living unit, the Association may correct the damage and levy a special assessment for any labor or materials or other expense to the Association against that Owner.  
Dec. Sec. 9.5

10. The Board has approved the following building additions for which prior Board approval is not needed provided all restrictions are met:

- American flags may be displayed in the yard or from the deck if the following conditions are met: (a) if the flag is put on the deck, the top of the pole cannot be more than eight (8) feet high from the base of the deck. (b)The flag must be located at the farthest end of the deck away from the privacy wall and (c) cannot extend more than five (5) feet past the rail of the deck. No other flags shall be displayed other than the American flag.

11. Maintenance of doors and windows is a Homeowner's responsibility. Dec. 9.2.l.

12. With an architectural request approved, central air conditioners may be installed provided the outside unit is placed next to the steps and garage door or in the corner where the privacy wall meets the home. The Homeowner must maintain the air conditioner. Air conditioners with excessive rattling or noise must be repaired or replaced. Dec. 9.2.m.

13. Outside seasonal lighting shall be taken down within three weeks of the holiday.

## **R. SUMP PUMPS:**

1. Shortly after the Timbershore townhomes were built (1972 & 1973), some units developed heaving of the garage floors and cracks in some of the interior walls. The builder (New Horizon) determined that water was getting under the garage floor and aprons and freezing in the winter. Their solution was to put drain tile under the driveway just in front of the garage floor and to run the drain tile to a sump (and associated sump pump) installed in the crawl space under the inside stairs in those units most severely affected in the three-inch pipe. If you

disconnect your sump pump hose in the fall, please reconnect the hose as soon as the danger of freezing no longer exists.

2. Not all units have a sump pump. If your unit has a sump pump, there will be a pump outlet that looks like a normal outside faucet next to your front door. The inside of the faucet assembly has been removed so turning the handle has no effect. Please be sure a hose is attached so the water is directed away from the foundation.

3. If you have a sump pump, it is critical that it is not plugged in and in working order. The electrical outlet and sump are in the far end of crawl space next to the garage wall. The sump has a cover which can be removed to observe the sump and pump. The pump is at the bottom of the sump. If the water level is above the top of the pump and the pump does not activate, check to make sure the electrical outlet the pump is plugged into is live.

4. If the outlet is dead, you need to get the electrical circuit checked. If the outlet is live, you need to get the pump repaired or replaced. The repair or replacement is the Homeowner responsibility. If your sump pump is not working, water may accumulate underground and possibly cause heaving up of the driveway and other problems. The builder of our townhouses recommends that the outside sump pump drain hoses be disconnected during the winter to prevent water from freezing in the hose and thereby causing the pump motor to burn out. If you disconnect the outside hose, it is your responsibility to take some action to prevent the washout of the ground next to the steps when the pump runs.

5. Methods used could include placing a large flat rock, downspout splash block, or board under the pump outlet faucet. You can also use three-inch diameter PVC pipe to carry the water away from the building. Water should not freeze.

6. The Homeowner is responsible for any soil erosion that results from NOT reconnecting the sump pump hose.

## **S. HOSES**

1. All garden hoses shall be stored in an orderly manner when not in use.

## **T. LAWN FURNITURE**

1. When not in use, lawn furniture shall be kept indoors or neatly stored on the deck or patio.

## **U. LAWN WATERING**

1. The City of Eagan has odd/even watering restrictions during the growing season. The lawn service does not water lawns. If you water your lawn, you cannot leave the water on more than 1 hour in each area.

## **V. OUTSIDE WATER**

1. The Association pays for the outside water usage. Controls for the outside faucets are in one unit of each building. There are faucets on each end of the building for use by both units on that end of the building.
2. As homeowners, we are responsible for watering our lawn. The City of Eagan has odd/even watering restrictions during the growing season.
3. In addition to odd/even watering restrictions, homeowners have a limit of watering each area for 1 hour only on permitted days.
4. For the unit owner/resident with the controls:  
*SEE WEBSITE FOR TUTORIAL (Exhibit E– Water Shut Off Guide)*
  - The only two valves that anyone should touch in the outside water system are located in only one unit in each building just above the laundry tub and are marked “A” and “B”. A plastic instruction tag is attached to the outside waterline near these two valves. One side of the tag has instructions for shutting the water off for the winter, and the other side has instructions for turning the water back on in the spring.
  - No alterations shall be made by the Homeowner to the outside water system shutoff and drain valves inside the unit.
  - Do not turn off the waterline valves near the ceiling in the laundry room. Doing so can result in water leaks in the laundry room as well as water can get trapped in the line where it runs through the garages. This water can freeze and cause the pipe to burst. Any damage or repair required because

of turning off these ceiling valves will be the responsibility of the Homeowner.

- Do not close the valve below the outside water meter except in case of emergency or for water meter service. If you must close this valve, do not use excessive force and do not leave the valve closed for more than a few hours.
- The valve can seize in the closed position requiring expensive plumbing repairs which the Homeowner will be responsible.
- If the water line must be shut off before the water meter for an extended period of time, it should be done outside the building by the Eagan Water Department.

## **W. ROOFS:**

1. Warranties require that we use reasonable care in maintaining the roofs.
2. If an individual Homeowner wants snow or ice removed from his/her roof, care must be taken to avoid damaging the roof. For this reason, only insured and bonded professionals should perform this service (Homeowners are responsible for the removal and for any damage done to the roof).

## **X. SIGNS:**

1. Only signs posted by the Association shall be displayed to the public view. An exception shall be the temporary display of one sign not more than five square feet advertising 'For Rent' or 'For Sale'. Temporary 'Garage Sale' signs must be promptly removed upon the completion of the sale. Dec. Sec. 7.10.

## **Y. VANDALISM:**

1. If you see anything suspicious in your neighborhood, call the police (911) and have them investigate. Write down descriptions of the people and/or vehicle including the license number to help the police.
2. Nothing deters vandalism like LIGHT. Keep your outside yard light in working order and replace with an appropriately sized bulb. Dec. Sec. 9.1.n.

3. The Homeowners' Association is not responsible for damage caused by vandalism.

## **Z. WINDOW AIR CONDITIONERS:**

1. Window air conditioners are not allowed.

## **AA. WINDOW DRESSINGS**

1. Bedding, towels, wood and paper/other shall not be used as window dressings. Standard window treatments are allowed.

## **BB. WINTER TIPS:**

1. Do not turn down your heat below 62 degrees when you are gone for a long period of time in the winter. Water pipes for the upstairs bathroom run through the inside corner of the garage and may freeze and burst. See also Exhibit C for further water pipe guidelines.

## **CC. ZIP LINES:**

1. Zip Lines are not allowed.

## Exhibit A: Summary Grid

Summary Grid			
Topic	Assoc	Homeowner	Details
Air Conditioning Unit		✓	needs to be placed next to garage/steps or corner where privacy wall meets home
Attached or Hanging Structures			none allowed
Animal Damage		✓	
Balconies/Decks		✓	including posts & angle supports & railings; prior association approval required & must meet city codes
Bathroom Fans		✓	
Bathroom Vents		✓	
Building Exterior	✓		
Children Play Equip. & Structures		✓	Stored inside overnight, or in an enclosed fence
Common Areas	✓		all areas beyond six feet from unit
Concrete Stoop, Garage Apron & Handrail	✓		
Decks		✓	prior association approval required & meet city codes
Doors--Deck, Front & Patio		✓	color needs to be white; patio and deck doors to be sliders
Driveway	✓		
Cable, Electrical & Telephone		✓	
Exterior Lamp Pole		✓	
Exterior Natural Gas Line		✓	
Exterior Sewer Lines		✓	association pays if caused by tree roots
Exterior Wall Light by Front Door	✓		bulb is homeowner responsibility
Exterior Water Faucet	✓		association pays for outside water
Fireplace Chimneys including Franklin Stove Chimneys		✓	
Flags		✓	American flags only
Front Door Weather Stripping		✓	
Front Stoop including 1 Hand Rail	✓		
Hoses		✓	stored orderly
Garage Doors	✓		
Garage Door Weather Stripping and interior mechanisms		✓	
Garage Floors		✓	
Garbage & Recycling	✓		
Garbage & Recycling Containers		✓	storage responsibilities per association guidelines

Grills & Fire Pits		✓	per association guidelines (gas) and city codes; store in garage or on deck or patio when not in use.
Gutters	✓		
House Numbers	✓		
Ice Dams		✓	must use a professional who is bonded & insured
Insurance	✓	✓	When a master policy is purchased, association is responsible for exterior. However, when master policy is not purchased, homeowner is responsible for interior and exterior
Landscaping		✓	1st 6 ft. from foundation; prior association approval required for permanent changes
Lawn Furniture		✓	neatly stored on deck or patio when outside
Lawn Watering		✓	Per City Restrictions (even/odd days) and also limit of 1 hour per area per permitted day
Mailboxes	✓		
Parking		✓	limited to 2 in front of garage; see other association guidelines
Patios		✓	prior association approval required & must meet association specifications
Pets		✓	dogs must be leashed & meet city codes; no zip lines; tethering restrictions
Plumbing From Street to Home		✓	
Privacy Dividers	✓		
Privacy Fences		✓	must remain unlocked for utilities and association access
Roofs	✓		
Satellite Dishes		✓	prior association approval required & must meet specifications
Siding	✓		
Snow Removal	✓		per association guidelines
Storm Doors		✓	
Windows & Doors		✓	per association guidelines
Sump Pumps, Pipes & Outlet Hoses		✓	

## Exhibit B: Violations, Fees and Fines

### **Management fees:**

Product Buyers and Sellers Fee Disclosure Package: \$200.00  
Disclosure Package Update: \$80.00  
Mortgage Questionnaire – Standard: \$150.00  
Mortgage Questionnaire – Lender Form: \$195.00  
Dues Current Letters to Title Companies: \$120.00  
Special Assessment/Loan Payoff Calculation on Sale: \$50.00  
New Homeowner Set-Up Fee: \$150.00  
Fee to Owners of Rented Units (No On-Site Staff): \$50.00  
Architectural Modifications/Request for Remodel Fee Per Application (No On-Site Staff): \$25.00  
Rush Requests: See Welcome Link web portal  
Standard Documents: See Association website  
Upon request, Tenant Background Checks – 7 County Area: \$75.00  
NSF Fee: \$50.00 (\$25.00 payable to Association)

### **Fine Schedule:**

First Offense: \$ 50.00 after written warning  
Second and Succeeding Offenses: \$ 100 or more

A Homeowner has the right to a hearing before the Board following one's first offense. Doc. Sec. 14.3

## Exhibit C: Water System

### **VERY IMPORTANT!!!**

Keep the outside water pipes from freezing and your home from flooding

#### **Attached is a drawing of the outside water system.**

- Procedure needs to be followed to prevent pipe from freezing in the winter and breaking. This is protection for you and your neighbor. Any unit in a given building may flood from a burst pipe. A copy of this is given to each homeowner. Please place it somewhere in your house so you will remember to read it each year in October and May.
- Water shutoff is October 1st
- Water turn-on is May 1<sup>st</sup>
- The attached map shows which home has the outside water shut off system. The yellow has the main shut off system. The blue and yellow are the home in which the outside water system runs through.

#### **Homeowner with "A, B valve" in their home is expected to act on shut off procedures. Neighbors should ask if they can re-check.**

- Neighbors living in same quad should double check that the procedure has been followed. It is very important that each homeowner in a given building makes sure these directions are followed.
- A sign off sheet has been provided for everyone's protection that the water is actually shut off.
- Signing the paper ensures that we as neighbors are watching out for each other.
- **At minimum neighbors should make sure that the outside water faucets are left open all winter.**

#### **A and B valve**

- A valve is in the closed position all winter.
- B valve is in the open position all winter.
- Outside faucets are left open all winter.

#### **Things to be aware of:**

- Water drips for more than a day from B valve after A valve is closed, contact a board member
- Ice-cycles form on the outside faucet could indicate the B valve was not in open position

#### **Garage Doors**

- **MUST** be closed in winter
- Make neighbor aware if you see their garage door open. Again, watching out for each other
- Water pipes that run through the garage may freeze and break if door is left open too long
- Some of your inside water pipes also run into the garage.

#### **Who's responsible?**

- The association is responsible for maintenance and repair of pipes for the outside water system.
- If homeowners are found to be negligence in the shut off procedure or in the case of leaving the garage door open then the association is not responsible to take care of the broken pipes.
- Homeowner must make association aware if repair or maintenance is suspected
- Inside damage to your home from broken pipes, is the homeowners' responsibility. The association does not cover damage on the insides of your homes. Our blanket insurance might take care of some damage but it depends on the policy and deductible at the time of the incident. The deductible is usually very high that is why you must have a deductible on your HO6 insurance that you feel comfortable with.

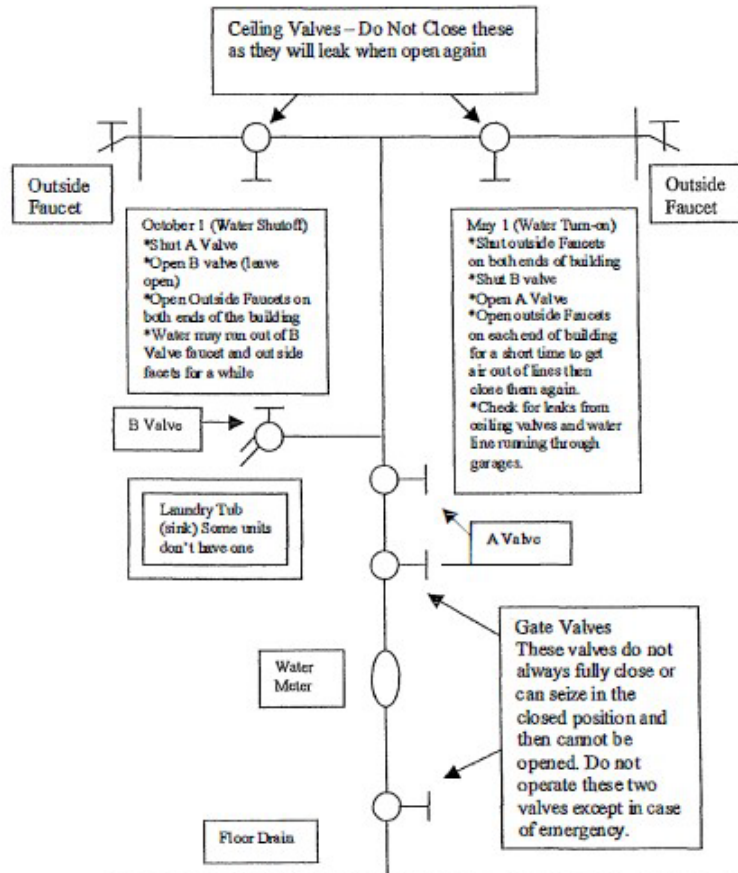
#### **Insurance**

- Homeowners should be covered by HO6 to protect against inside damage to your home.
- Be aware when choosing the deductible amount of your HO6. Select a comfortable deductible you can afford should the need arise. **Damage to the insides of your home can be very expensive.**

**KEEP THIS IN A SAFE PLACE AND PASS IT ON TO THE NEXT PERSON OCCUPYING YOUR HOME.**

Exhibit D: Water Shut Off System

# Timbershore Townhomes' Outside Water System



Important information on the attached pages.

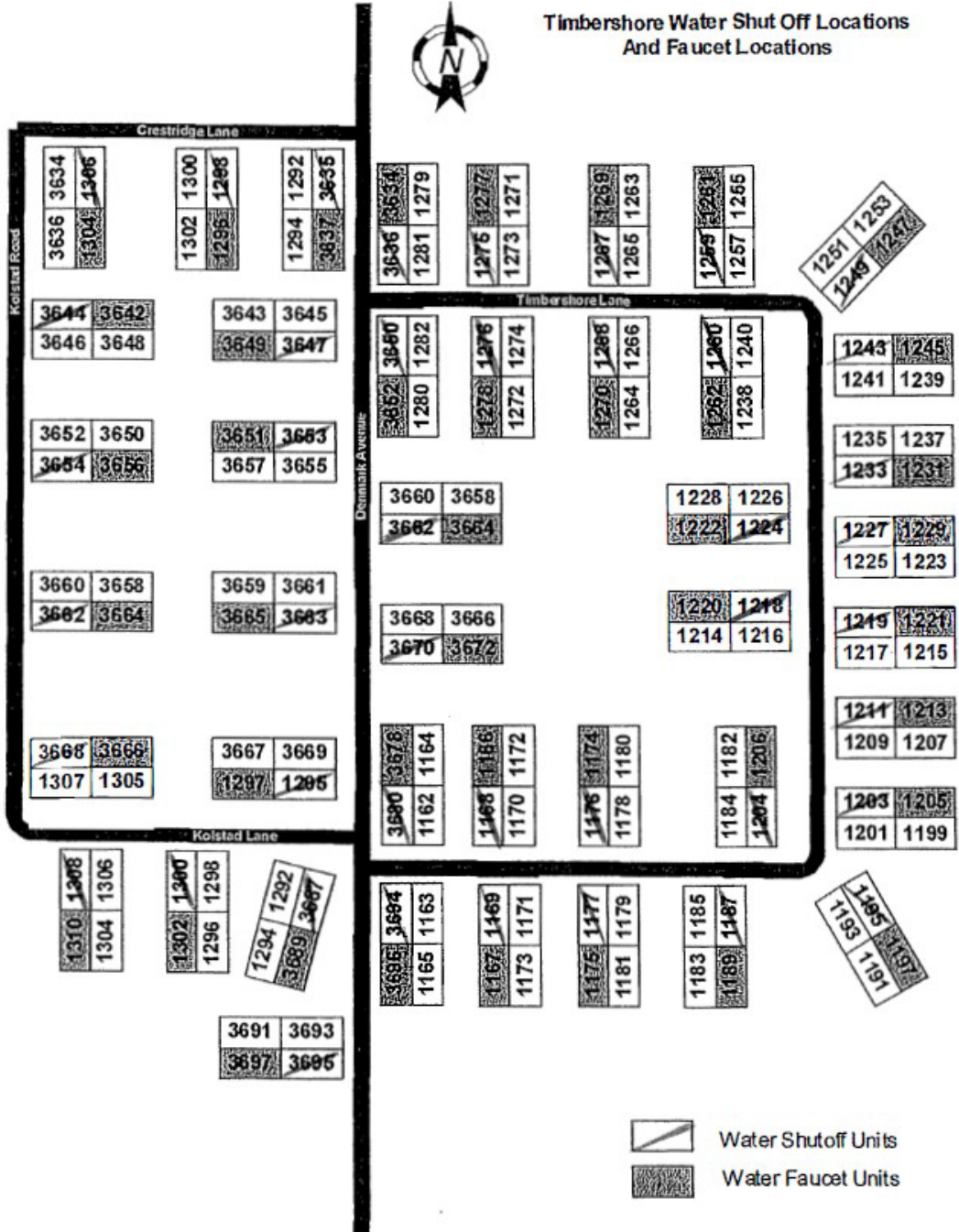
**October 1 (Water Shutoff)**

- \*Shut A Valve
- \*Open B valve (leave open all winter)
- \*Open Outside Faucets on both ends of the building (Leave open all winter)
- \*Water may run out of B Valve faucet and out side facets for a while

**May 1 (Water Turn-on)**

- \*Shut outside Faucets on both ends of building
- \*Shut B valve
- \*Open A Valve
- \*Open outside Faucets on each end of building for a short time to get air out of lines then close them again.
- \*Check for leaks from ceiling valves and water line running through garages.
- \*When turning the water back on be sure to listen to make sure the water quits running. It should quit running in less than a minute. If the water does not stop running then turn it back off and check to make sure that the outside faucets are closed. When you turn it back on again and it still doesn't stop running then there is a chance that a pipe is broke. Turn the water off again and contact your neighbor or a board member.
- \*When turning the water back on in May, the homeowner with the water shut off should contact their next door neighbor (that is facing the same driveway, indicated as blue on the map) and let them know that you are turning the water back on so they can watch for leaks.

Exhibit E: Water Shut Off Locations



## Exhibit F: Rules for decks

- A building permit is required for all decks attached to the home or one that is more than 30" above ground. See the City of Eagan handout.
- All exterior changes must be approved by the Timbershore Board for consistency
- All deck designs must be submitted and approved by the Timbershore Board prior to starting work.
- A copy will be retained by the board and one will be signed and returned to the homeowner.
- The Deck Size cannot exceed 8' x 20' nor extend past the end of the house nor exceed past the dividing wall where it drops down or where it drops down to the lower section.
- All wrought iron railings must be replaced with wood or powder coated aluminum, per the Timbershore Board approved style. Below are the 3 approved styles of railing.



## Exhibit G: Rules for New Privacy Fences or Replacement Privacy Fences

- Exterior changes must be approved by the Timbershore Board for Consistency
- All Privacy Fence designs must be submitted and approved by the Timbershore Board prior to starting Work.
- A copy will be retained by the Board and one will be signed and returned to the homeowner.
- The Privacy Fence cannot extend past the end of the house.
- The Privacy Fence cannot exceed past the dividing end wall.
- The height of the Privacy Fence cannot exceed 6 feet in height per the City of Eagan
- Below is the approved style of Privacy Fence:



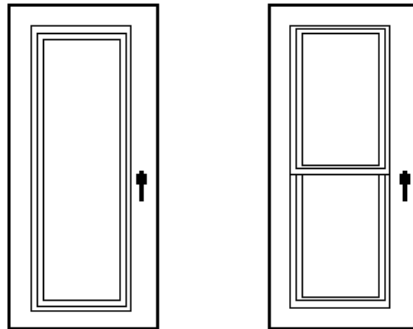
## Exhibit H: Rules for Windows / Sliding Glass Doors

- A copy will be retained by the board and one will be signed and returned to the homeowner.
- Any and all Exterior changes must be approved by the Board for consistency.
- The new windows and doors must be white on the exterior for consistency.
- New windows and doors must be sliders.
- Grids are not allowed in the windows.
- French style doors are not allowed.
- New screens and storm doors must be white and constructed of a paintable material such as wood or aluminum

## Exhibit I: Rules for Storm Doors

Owners are not required to install a storm door in conjunction with their front door. However, Owners may purchase and install, at their own expense, a storm door to protect against the weather and elements. All installed storm doors must meet the following criteria:

- a. the door must be a heavy-duty all-weather door;
- b. the door must be entirely white in color;
- c. the door must be constructed of at least 1-inch thick insulated steel, or be constructed of 1 inch thick, or greater, solid wood inside with an aluminum or vinyl clad exterior;
- d. The style of door must be full view glass or mid-view glass
- e. The door must have a single, double, or full view clear painted glass throughout. No beveling, etching or other designs on the glass or doorframe will be allowed. Additionally, the glass must be square or rectangular in shape;
- f. No bars or exterior attachments are allowed on the storm door;
- g. Approved storm door styles are pictured as follows:



# Exhibit J: Architectural and Landscape Alteration Installation Form (found on management company website)

TIMBERSHORE HOME OWNERS' ASSOCIATION  
ARCHITECTURAL/LANDSCAPE ALTERATION REQUEST & APPROVAL FORM

All architectural and landscape alterations must be approved by the Timbershore Home Owners' Association. Fines will be levied against homeowner if work is completed without Board approval or if work does not meet the specifications established by the Association.

If plans are approved, the homeowner agrees to accept responsibility for all future maintenance.

Homeowner is responsible for compliance with all City of Eagan building codes.

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

Address: \_\_\_\_\_

Preferred phone number: \_\_\_\_\_

Description & reason for proposed alteration: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attach a drawing of the alteration/improvement, if applicable, preferably a professional drawing from your contractor.

Proposed work schedule and completion date: \_\_\_\_\_

Work will be done by:  Self  Outside Contractor

Contractor name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Homeowner must provide HOA with contractor's current insurance certificate.

- In the event that final approval of my proposal is granted by the Board, I hereby agree to assume and be responsible for any costs and liabilities for personal injury or property damage which may result from the work and to hold the Association harmless from any claims whatsoever which may result from the work.
  - I hereby acknowledge that I must obtain a building permit, when applicable, prior to beginning any construction and I agree to do so and to abide by all local law and regulation which might affect the proposed construction in any way.
  - I hereby agree that the project will be completed in a timely fashion and that any construction project will not continue in an uncompleted state for an indefinite period.
  - I hereby acknowledge that it is my responsibility to ensure all utilities have been located prior to any digging that may occur as a result of the alteration.
  - The owner, not the Association or Board of Directors is responsible for (1) the construction standards and specifications relating to the alternations/improvements and construction work; and (2) determining whether the alterations/improvements violate any restrictions or requirements imposed by any governmental authority having jurisdiction over the Unit.
- 
- The owner shall hold harmless, indemnify and defend the Association and its officers, directors, and agents from and against any expenses, claims, damages, losses or other liabilities, including, without limitation, attorneys' fees and costs of litigation incurred by the Association, arising out of (1) any part of the alterations/improvements which violates any governmental law, code, ordinance or regulation; (2) the adequacy of the plans or specifications submitted by the owner in connection with this application; (3) the construction of the alternations/improvements.
  - I understand the Board of Directors will either approve or reject my proposal or request additional documentation within 30 days after my application, plans and specifications have been submitted.

Homeowner's Signature \_\_\_\_\_

Date \_\_\_\_\_

Please submit a copy of plans with this form to the current management company

Board Decision:

Date \_\_\_\_\_

Approved \_\_\_\_\_

Denied for the following reasons \_\_\_\_\_

## Exhibit K: Satellite Dish Policy

### Timbershore Home Owners' Association Satellite Dish Policy

**The purpose of this policy is to preserve the integrity of the roof and siding and is not intended to prohibit your ownership or installation of a satellite dish.**

1. Satellite Dishes, outdoor antennas and cable TV installations are allowed at Timbershore in compliance with FCC directives, which in part state that access to reception of satellite TV signals, HDTV broadcasts, and possibly even wireless internet access in the future, cannot be restricted by local covenants and/or city ordinances that would prohibit installation of receiving antennae on roofs except under certain circumstances (this is referred to as the Over-The-Air Reception Devices or "OTARD" Rule [47 C.F.R. 1.4000] which was adopted in 1996 by the FCC).
2. The Timbershore Homeowners Association guidelines are that the Satellite dish or other individual antennas should be attempted to be mounted in a non-roof location if at all possible. However if the Satellite dish or antenna must be mounted on a roof to provide adequate reception, the homeowner can only do so on their section of the rooftop that is located directly above the homeowner's living space.
3. A Satellite dish or other individual antennas may not be mounted on the party wall divider between the units as this is a "common area" controlled and maintained by the Association and therefore not subject to the FCC directive.
4. Installation of any Satellite dish or other individual antennas must conform to the National Electrical Code Assoc.-NECA) and ASSOCIATION REQUIREMENTS which consist of the following:
  - a. The satellite dish must be less than 1 meter (39.37 inches) in diameter.
  - b. The wiring run shall run on the outside of the roof
  - c. The wiring must route over the gutter.
  - d. The wiring must be tucked under the corner siding cap and/or enter under the soffit.
  - e. Shall be grounded at the closest point of entry as practical using established grounding procedures of NECA.
5. **The homeowner is solely responsible for the cost of installation, maintenance, and repair. Any damage caused to the roof or exterior siding of the home is the homeowner's responsibility. Such damage will be repaired by the Board**

Approved 01/04/07

### Timbershore Home Owners' Association Satellite Dish Policy

**at the homeowner's expense immediately upon discovery of such damage.**  
The Association conducts exterior inspections at least annually. The Association Board also investigates reports from homeowners impacted by such damage.

6. Prior to installation of any new satellite dish or individual antennas, a homeowner shall seek written approval from the Association's Board of Directors. The homeowner, who seeks to have a satellite dish or outdoor antenna, must sign an installation and maintenance agreement with the Board. This agreement includes an acknowledgement by the homeowner of the policy's requirements and that the homeowner understands and will follow the requirements. This agreement must be signed prior to installation. See attached form.
7. Satellite dishes or other individual antennas shall be a standard stock neutral color offered by the provider.
8. A certificate of insurance, which verifies appropriate insurance coverage for the installer, must be submitted to the Board prior to installation
9. For those people with satellites **already**, a copy of the form must be on file with the Association indicating that the installation has been inspected and approved by the Board.

Approved 01/04/07

# Exhibit L: City of Eagan Recreational Fires

## RECREATIONAL FIRE PERMIT INFORMATION

### HAVE FUN & BE SAFE AT BACKYARD FIRES

Outdoor fires are great any time of the year. Be sure you know what's allowed in Eagan and that you get a recreational fire permit each year.

Recreational fires are allowed in Eagan **but now need a free annual permit.**

The free permits expire on December 31, each year. All other rules related to recreational fires remain but permit holders will be required to read and know this section of the [City Code](#)

**You must abide by these rules now and in the future:**

- You must have a valid permit each year in order to have a recreational fire. You will receive a PDF document to retain for your records once you have completed the permit form (below). Your name and address will also be listed in the Fire Department database.
- The Fire Chief has the authority to revoke a recreational fire permit when a permit holder has two or more violations within a 12-month period.
- Fire pits or containers must be placed at least 25 feet from any home or other flammable structure like a deck, fence or shed. Fires need to be at least 10 feet away from property lines.
- Someone over age 18 must be attending the fire at all times.
- Fire pits can't be used on wood, composite or flammable decks or patios.
- Your fire can't be more than 3 feet wide, 3 feet long, or three feet high.
- The kindling and wood you burn should be similar to what you would use in an indoor fireplace. Cut and split wood is best. Only clean, unpainted, and untreated wood or cooking charcoal is allowed.
- You must NOT burn chemically treated products, yard waste, garbage, or furniture. This includes but is not limited to:
  - chemically treated fireplace logs
  - treated, painted, stained, or glued woods, such as plywood or particleboard
  - leaves (neither green nor dry), grass clippings, or garden vegetation
- Don't light or continue your fire if winds are greater than 15 miles per hour.
- Keep a working garden hose and/or an approved fire extinguisher within arm's reach while you are at your fire.
- The fire must be extinguished if it becomes violates these rules or if it is not supervised by an adult. All fires are subject to be extinguished at the direction of the Fire or Police Department.
- When you are ready to end your fire, make sure it is completely extinguished before leaving the fire location. The Fire Department has responded to a number of fires caused by coals and embers that have smoldered and reignited, sometimes many hours after homeowners believed they were extinguished. Coals and embers should not be placed in a plastic or combustible container. They should not be brought into the garage or near your home or siding.

**Note:** Outdoor fireplaces have a different set of regulations and require a [Building Permit](#) prior to construction. Homeowner and neighborhood association rules may further restrict recreational fires at your specific address. Please be aware of any additional restrictions in place.

Remember to be a good neighbor when having a recreational fire. Keep in mind that not everyone loves the smell or smoke from a fire. More questions? Specific new ordinance information is attached for [Recreational Fires](#) (Eagan City Code Chapter 10, Section 10.40, Subd. 6, has been updated and adopted by the City Council but is not yet reflected on the City's Mini-code site.) You can also call the Fire Marshal at (651) 675-5905. If a neighbor is in violation of the code, please share this information and if needed, call **9-1-1 and make a report of improper burning** (for emergency and non-emergency situations).



# Exhibit M: Animal Ordinances



What can we help you find?

[About Eagan](#) [My Home & Environment](#) [My Safety & City Code](#) [My Government](#) [How Do I ...?](#) [Green Eagan](#)

## ANIMAL RULES & ORDINANCES

In March 2021, Eagan amended a rule that now requires dogs to be leashed when off their property. This change puts Eagan in line with neighboring communities' rules for pets. Just like before, dogs are still required to be leashed in Eagan parks, except for in designated off-leash dog parks. Previously, Eagan allowed a dog off its owner's property to be controlled by a leash or voice command.

Eagan will be focused on educating the public to make sure our paths, parks, and public places and spaces remain accessible and friendly to everyone. Find more information in *Animals at Large, tab below*.

### THE CITY OF EAGAN HAS CREATED ORDINANCES REGARDING ANIMALS AND PETS:

#### Barking & Nuisance Pet Noise

Public nuisance - Ordinance 10.11, Subd. 6.

**A. Unlawful acts. It is unlawful for the owner of any dog or cat to:**

1. Permit such animal to habitually bark, cry, whimper, howl, whine, or emit any other loud or unusual noises;

To report a dog that is currently barking, please contact the police department's non-emergency number at (651) 675-5700 and an officer will be dispatched to investigate.

- [Information and tips on how to prevent nuisance barking with your dog.](#)
- [Nuisance Laws 2012](#)

#### Picking Up After Pets

Public nuisance - Ordinance 10.11, Subd. 6.

**A. Unlawful acts. It is unlawful for the owner of any dog or cat to:**

2. Permit such animal to damage or defecate in or upon public property or the property of another;

3. Permit dog or cat feces to accumulate on the owner's premises for more than 24 hours;

To report an issue with pet feces, please call Eagan Animal Control at (651) 675-5750.

- [Top Ten Reasons to Clean up After Your Pet](#)

---

## Animals at Large

### Public nuisance - Ordinance 10.11, Subd. 6

Sec. 10.11. - Dog, cat, ferret and horse regulation and dog licensing.

1. **At large.** With regard to dogs, cats and ferrets, at large means off the premises of the owner and is neither controlled by a leash or voice command of owner of suitable age nor confined in a vehicle or cage. With regard to horses, at large means not picketed, confined in a corral or otherwise restricted by a properly constructed and maintained fence.

Sec. 10.23. - Rules and regulations governing public parks and recreation areas.

**Subd. 3. Unlawful acts (animals in the park). It is unlawful for any person, in any park or recreation area, to:**

B. Bring any dog, cat or other creature unless caged or kept on a leash not more than six feet in length.

The City of Eagan does not require that dogs, cats and ferrets be confined by a leash or fence while on an owner's property. When off of an owner's property, pets must be on a leash. All pets must be leashed in park and recreation areas.

To report an animal at large, please contact the police department's non-emergency number at (651) 675-5700.

## Prohibited Animals/Farm Animals

The City of Eagan allows dogs, cats, ferrets, gerbils, hamsters, rabbits, and caged household birds to be kept as pets. All other reptiles and exotic pets are prohibited from being kept in residential areas.

Cattle, horses, mules, sheep, goats, swine, ponies, ducks, geese, turkeys, chickens, guinea hens and honey bees may be kept on properties in areas that are zoned agricultural, and have a minimum of 5 acres.

Permits are available for keeping chickens on certain residential properties. The city also issues permits for the keeping of carrier pigeons on properties that have a minimum of 1/2 acre. For further information, please contact the City Clerk's office at (651) 675-5000.

## Number of Animals Permitted

City of Eagan ordinance allows up to three adult (over the age of 4 months) dogs, cats, ferrets or rabbits, or any combination thereof, per household. A kennel permit is required for any property with more than three of these animals. Kennel permits are only issued to properties in certain zoning areas, and are generally not issued to residential homes.

## Trapping/Hunting

The City of Eagan prohibits the use of traps in most areas of the city. Trapping is only allowed on parcels of land with a minimum of 5 acres, and traps cannot be set within 100 feet of any city property or parkland. This includes any type of trap or snare, even live-traps. The ordinance applies to individuals, business owners, and private companies.

Quick-kill traps that are designed to kill only rats, mice, gophers or moles are permitted on private property.

Firearm hunting is prohibited by city ordinance. Bow-hunting of certain animals is allowed by special permit only. Please contact the police department at (651) 675-5300 for more information on hunting permits.

## Burial of Pets/Disposal of Dead Animals

City ordinance prohibits burying pets within the city limits. Deceased pets should be taken to a licensed veterinary clinic for cremation or other means of disposal.

For assistance with deceased wildlife on streets or other city property, please contact the Eagan Streets Department at (651) 675-5300. For deceased wildlife on private property, disposal services can be found by performing an internet search using "dead animal removal services"

---

**Fiber Optics Box Installation Requirements**

- 1) Owners are not required to install a fiber optics box. However, Owners may purchase and install, at their own expense. All installations must meet the following criteria:
  - a. The box is prohibited from installation on brick surfaces.
  - b. The box must be installed within six inches of the line going behind the siding to the interior of the unit.
  - c. Owner is responsible for any maintenance to the box, wires, and material it is attached to (ex. Siding).
  - d. Owner is responsible for any damage caused to any exterior material at the time of installation or after, caused by the installation.
  - e. Box must be installed on the lower level unit on the siding.
  - f. Unit owner must submit an architectural modification form and have Association approval for any installations not pre-approved in the below images.
  - g. Pre-Approved installation locations are marked with a **RED X** pictured below, last photo is of a brick installation NOT approved:



# Exhibit N: Lot Map

