

Westbranch Townhomes Association

Homeowner Handbook

Approved October 27, 2014

It is the responsibility of every Association member to understand and abide by the rules and regulations contained herein.

This document is not meant to replace the legal documents of the Association but to enhance and clarify them.

Westbranch Townhomes Association

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INTRODUCTION

Background

We live in a townhome community of residents who have chosen to voluntarily associate ourselves together as the Westbranch Townhomes Association (hereafter called the Association). The specific purposes for which the Association was established (as stated in the Articles of Incorporation) “....are to provide for maintenance, preservation and architectural control of the resident Lots and Common Area (as defined in the Declaration) ...and to promote the health, safety and welfare of the residents” To be successful the cooperation and participation of each homeowner is necessary.

The **primary purpose of this document** is to define additional rules and regulations, covering the Common Area and building exteriors, deemed necessary by the Association to supplement those included in the Declaration of Covenants, Conditions and Easements in order to fully fulfill the purposes stated in the Articles of Incorporation.

Secondly, this document serves as a general **Homeowner Handbook** and attempts to bring together in one place (for the benefit of Association members) rules, regulations, Declarations, and other additional information of common interest. A quick look up reference guide is included at the beginning.

Governing Documents

The Westbranch Townhomes Association is a non-profit organization founded on January 19, 1994, under the laws of the State of Minnesota, in accordance with the provisions of the Minnesota Nonprofit Corporation Act, Chapter 317A. **The Articles of Incorporation**, filed with the State of Minnesota, constitutes the legal definition and purpose of the Westbranch Townhomes Association.

The Articles of Incorporation specifically call out the **Declaration of Covenants, Conditions and Easements** document to further define controls placed upon the “Common Area” of the Association. This document is tightly and legally bound to the Articles of Incorporation and was also originally filed with the State of Minnesota on January 19, 1994. Amendments were filed on May 31, 1994, on June 22, 1995, on September 15, 1995, and September 8, 2005. In Article VIII of the Declaration of Covenants and Conditions document, are additional restrictions regarding the use of Common Areas. These restrictions guide and limit the actions of the Architectural Control Committee and the Board of Directors.

The Articles of Incorporation call for the establishment of Bylaws. **The Bylaws of Westbranch Townhomes Association** were established on January 22, 1994, and serve to define the organizational structure, responsibilities and powers of the Association, Board of Directors and Committees. In case of conflict the Bylaws are subservient to the Articles of Incorporation and the Declaration of Covenants, Conditions and Easements.

Under Article VII, Section 1c of the Bylaws, the Board of Directors is granted the power to adopt and publish rules and regulations governing the use of the Common Area and recreational facilities thereon, the personal conduct of Association members and their guests and the penalties for infractions. These **Rules and Regulations** are defined in this document and have been updated from the initially approved Architectural Rules and Guidelines dated 10/97. This document contains revisions approved by the Board of Directors in 2002, 2005, 2009 and 2012.

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Definitions

For convenience the following definitions from Article I of the Declaration of Covenants, Conditions and Easements are also repeated here.

Section 1. "Association"

Shall mean and refer to Westbranch Townhomes Association, its successors and assigns.

Section 2. "Common Area"

Shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is the property more particularly described in Exhibit B attached hereto and hereby made a part hereof.

Section 3 "Declarant"

Shall mean and refer to U.S. Home Corporation, and its successors and assigns; Declarant shall also mean and refer to such assignees of U.S. Home Corporation that acquire more than one undeveloped Lot from Declarant for the purpose of development, but only as to the Lots so acquired.

Section 4. "Living unit"

Shall mean and refer to a residential housing unit consisting of (i) a group of rooms and hallways which are designed and intended for use as a living quarters for one family and (ii) an attached or detached garage, located or to be located on one Lot.

Section 5. "Lot"

Shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of any tracts or parcels designated as "Outlots".

Section 6 "Owner"

Shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7 "Private Common Driveway"

Shall mean and refer to access driveways from public streets to the Living units.

Section 8 "Private Driveway Apron"

Shall mean that paved driveway area of the Private Yard Area connecting the Living Unit to the Private Common Driveway or public street.

Section 9 "Private Yard Area"

Shall mean and refer to that portion of a Lot not covered by a Living Unit or a Private Common Driveway.

Section 10 "Property" or "Properties"

Shall mean and refer to that certain real property described on Exhibit A attached hereto; and such additions thereto as may be annexed as provided in this Declaration.

Also, the following definition is included for additional clarification and understanding of the applicability of rules defined in the following section.

Building Exterior –

Shall mean all exterior surface and structural elements including roofing, gutters and downspouts, trim, siding, overhangs, garage door panel, deck excluding floor, excluding glass and other window surfaces.

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RULES APPLYING TO THE COMMON AREA AND BUILDING EXTERIOR

Rule 1 Additions to or variances to the Common Area

Additions to or variances to the Common Area by individual homeowners are not permitted, except as approved by the Architectural Control Committee. Proper request and documentation must be submitted and approved prior to starting any project.

Rule 2 Pets

Pets are to be controlled at all times and unattended pets are not permitted on common areas. Homeowners and their guests are responsible for immediately cleaning up after their pets. Pet houses and pet runs are not allowed. Any damage to the lawn, trees, or shrubs caused by an owner's or guests' pet (if not repaired by the owner to the satisfaction of the Architectural Control Committee and/or Board of Directors) will be repaired by the Association and the cost will be billed to the owner. ALL repairs must be completed by June 1st.

Westbranch Townhome Policy for Enforcement of Rule 2 on Pets

A. Dog Control

Failure to control your dog on a leash or restraint in the common area will result in the following:

1st Violation: warning letter

2nd Violation and any subsequent violations will result in a \$100.00 fine per violation.

B. Common Area Damage

Failure to repair damage to the common area to the satisfaction of the Architectural Committee or the Board of Directors will result in the damage being repaired by the association and the cost of the repairs billed back to the homeowner.

C. Failure to clean up Dog Feces

1st violation: Warning Letter

2nd Violation: Pet Yard pick Up, Inc. will be hired to do clean-up of your dog's litter and the cost billed to the homeowner along with a \$100.00 fine.

An additional violation will result in the banning of the pet from the common area and/or its referral to the city for further action.

Violations should be reported to: The Management Company

Rule 3 Association and Owner Responsibilities

In 2010 questions were sent to a lawyer in order to clarifying the maintenance responsibilities as required by the Covenants of WESTBRANCH TOWNHOMES ASSOCIATION. The Board of Directors is adding these "responsibility lists" to the Handbook in response to the lawyer's answers.

ASSOCIATION RESPONSIBILITIES

Maintenance and repair of the exterior of the Living Unit to include:

1. Roof maintenance, repair, and replacement: when a roof is replaced the Association will replace the shingles, the ice and water shields, roofing felts and gutter aprons. To insure integrity of the roof, any damaged plywood would also be replaced and the cost could be assessed to the homeowner. The Association is responsible for the removal of snow and ice dams on roofs.
2. Vinyl Siding: Maintenance (cleaning), repair and replacement.
3. Gutters and Downspouts: Maintenance (cleaning), repair and replacement.

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4. Driveways (common asphalt) and concrete driveway aprons (beyond the garage door) maintenance, repair and replacement.
5. Garage Doors replacement. This does not include the maintenance and repair of springs, rails or garage door openers. If a garage door is damaged due to negligence or an accident caused by the homeowner, the repair would be the responsibility of the homeowner.
6. Sidewalks: maintenance, repair and replacement. A homeowner may be assessed if there is undue amount of damage to the sidewalk due to inappropriate use of chemicals or tools to remove ice.
7. Sewer and Water Connections: repair from the street right-of-way to the exterior of the Living Unit. The homeowner is responsible for the water and sewer lines from the point that they enter the surface of the building.
8. Decks (open air): maintenance, repair and replacement. If it is a screened in deck, it is considered a part of the Living Unit and is the responsibility of the homeowner.
9. Coach Lights, Deck Lights and Patio Lights: maintenance, repair and replacement. The homeowner is to replace all light bulbs.
10. Painting: All exterior wood surfaces on the Living Unit including the deck railings but not the deck floors.
11. Vents: Maintaining roof and soffit vents for air movement through attic. This includes the cleaning of dryer vents on even numbered years.
12. Exterior single passage doors: maintenance, repair and replacement of door and frame. Lock sets and closures are the responsibility of the homeowner.

Maintenance and repair of common grounds:

1. Mowing, trimming and irrigating common grass areas. Maintaining and trimming shrubs and replacement of dead shrubs. Maintenance and trimming of all trees (including insect spraying) and replacement of one tree in the front of each Living Unit if necessary.
2. Snow removal from driveways and sidewalks after 2" snow fall. This included removal of ice.
3. Garbage removal.
4. Mail box and paper box maintenance, repair and replacement.

Insurance:

1. The Association must maintain a master insurance policy on the exterior of buildings, on the common grounds and on the officers of the Association.
2. The homeowner is responsible for insurance for the contents and interior structures of the Living Unit. This includes sump pump coverage and sewer and water back up.
3. When there is an insurance loss the following process should be followed by the Association and the individual homeowner
 - a. Contact the management company to report the loss. Request an estimate of repairs needed.
 - b. Simultaneously the management company and the homeowner must file an insurance claim form with the estimate to their respective insurance company.
 - c. The two insurance companies (association and homeowner) agree on liability.
 - d. The Association will pay a homeowner's insurance deductible up to \$500.

The Association has a fiduciary responsibility to ensure repairs are made to return the unit back to its previous condition. (See Covenant section 2:A-C)

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HOMEOWNER RESPONSIBILITIES

1. Sump pump-including inside and outside pipes and holes.
2. Air conditioner, furnace, telephone, cable network, satellite dish, smoke and carbon monoxide detectors and all appliances.
3. Windows: Repair and replacement of glass and frame. **
4. Exterior light bulbs.
5. If there is less than 2" of snow, sidewalk, cleaning and sanding is the responsibility of the homeowner. DO NOT USE SALT (sodium chloride) on the sidewalks. An alternative is potassium chloride or calcium chloride.
6. Pest control/wasp nest removal.
7. Repair of lawns damaged due to being driven over by homeowner, damage from pets, birdfeeders or use of chemicals, etc.
8. Maintenance, repair and replacement of patio slabs, deck floors and garage floors.
9. Storm door installation, maintenance and replacement
10. Maintenance and repair of foundation and its water seal. This includes all structure below grade.
11. Painting and maintenance of screened porch floors and interior wood members.
12. Interior of Living Unit, including garage.
13. Skylights and Solar tubes including glass, frame and dome.
14. Gutter heating cable, if installed.
15. Maintenance and repair of exterior faucets and exhaust fan vents.
16. Garage door rails, springs, hardware and door openers repair and replacement.
17. Maintenance and repair of the attic space below the roof deck
18. Interior issues: it is the homeowner's responsibility to inspect and determine the cause of any problems that arise.

The Association asks the homeowner to be vigilant in spotting problems on their unit or a neighboring unit and reporting them to The Management Company. This allows the Association to do early preventive maintenance.

The "Homeowner Maintenance Responsibilities" list is not all-inclusive and the Board of Directors reserves the right to change/or amend this list.

** The Board of Directors must approve type and quality.

10/10

Rule 4 Automobile repairs outside

Major automobile repairs outside of the garage are not permitted. Car washing and polishing are permitted on the driveway of the homeowner's garage.

Rule 5 Television or other antennas

No television or other antennas visible from the exterior of any living unit are allowed, except those allowed under the FCC's Over-the-Air Reception Devices Rule (47 CFR Section 1.4000) adopted in the 1996 and amended in 1999 and 2000. As permitted by the FCC rules, installation guidelines and constraints are defined and maintained by the Architectural Control Committee.

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*SEE SATELLITE DISH POLICY FORM IN APPENDIX

Rule 6 Flower boxes

Flower boxes may be attached to the front of the home, but their attachment must conform to guidelines established by the Architectural Control Committee. Flowerpots may be hung on decks and may be placed on any area (sidewalks, porches, crushed rock areas, and patios), but cannot be placed on lawn areas. Hanging pots and baskets are permitted. Flower boxes or pots attached or hung on the home must be removed for painting or repairs when required. Also, dead foliage needs to be removed prior to December 1st of each year.

Rule 7 Fireplace wood

Fireplace wood may be stored, neatly stacked, on the patio or under decks or must be stored in the garage or basement.

Rule 8. Exterior holiday decorations

Exterior holiday decorations are permitted as temporary additions for specific occasions, holidays or parties. Winter Holiday lights and decorations may be displayed from Thanksgiving through January 31st. For other holidays and specific occasions the duration for displaying lights and decorations will be limited to traditional celebration durations. In consideration of weather conditions, lights may be installed, but not turned on, before or after the above-mentioned dates. Only non-permanent fasteners are approved for affixing lights and decorations. No penetration of exterior siding, gutters, or roof is allowed. Any damage to the exterior of the unit as a result of decorations is the responsibility of the homeowner to repair.

Rule 9 Birdhouses, feeders, and other outdoor yard ornaments

Birdhouses and feeders, plus other outdoor yard ornaments, must be of a material and color in keeping with the general scheme of our Westbranch neighborhood. They should not be placed as to interfere with grounds maintenance and/or snow plowing. Birdseed must not create a lawn maintenance issue or attract rodents to your unit.

Rule 10 Exterior light bulbs

All exterior light bulbs are the responsibility of the homeowner and should be checked from time to time and replaced when needed.

Rule 11 Awnings, shades, and burglar bars.

The following window coverings are not allowed: awnings, outside electric shades, outside decorative burglar bars.

Rule 12 Storm doors

Storm doors will be allowed. They may have either, removable glass and screens, or be self-storing type. They may be steel or aluminum. Doors must have baked enamel finish that blends with the color of the house or house trim. Wood doors are not allowed.

Rule 13 Clotheslines

Outside clotheslines are not allowed, nor shall clothes or laundry be hung outside.

Rule 14 Window air conditioners and window fans

Window air conditioners and window fans are not allowed

Rule 15 Painting or staining

All painting/staining of the exterior wood of the home, deck (except deck floor) is done by the Association on a schedule basis. Touch up painting and foundation painting is allowed if approved by the Architectural Control Committee and approved paints and colors are used. **The maintenance of the deck floor (paint/stain and minor repair) is the responsibility of the homeowner.**

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Rule 16 Rubbish and garbage

Rubbish and garbage must be placed in containers supplied by the rubbish hauler and placed at the curb no sooner than 12 hours before the scheduled pick up time. The empty containers must be removed not later than 8 hours after being emptied. The same is true with recycled materials containers.

Rule 17 Solar panels, skylights, solar tubes, solar attic fans and saver switches

No solar panels are allowed. Skylights, solar tubes, solar attic fans and saver switches are allowed, but must be approved by the Architectural Control Committee.

Rule 18 Patios and porches

All patios and porches are not to extend more than 12 feet from the rear foundation line of the town home or be no wider than the exterior sidewall of the building. Also, any porch or deck extensions towards the common wall line cannot be closer than 12 feet from the common wall line in order to prevent loss of view and subsequent loss of property value of the neighboring unit.

SEE RULE #1 BEFORE STARTING ANY PROJECT

Rule 19 Tree and Shrub Planting and Replacement

Tree and Shrub Planting and Replacement

The Association will be responsible for the approval, selection, planting and maintenance of all plantings on Homeowner and Association property. Homeowners are not allowed to change these plantings without written permission from the Architectural Control Committee and Board, as uniformity in appearance is desirable throughout the Association. The Association will bear the cost of selection and replacing of dead, damaged or failure to thrive shrubs and one (1) tree located in the front of each homeowners unit.

When needed, trees will be replaced by the Association with a balled and burlap tree up to two inches in diameter. A larger tree may be planted if the homeowner wishes to pay the additional cost of the tree and planting. If plantings die or are damaged due to homeowner's negligence, the homeowner will pay for replacement and planting of approved plants.

All trees and shrubs on Association property, including boulevard plantings and utility box screenings, will be planted and replaced at the discretion of the Architectural Control Committee and Board.

Homeowners must submit a request to the Architectural Control Committee to plant trees and other plantings; however, the Architectural Control Committee and Board reserve the right to determine whether this will benefit the Association. Homeowners requesting the planning would be responsible for all costs.

Rule 20 Shrub Trimming

Shrub Trimming

There will be two trimmings annually:

The first in the spring before the shrubs leaf out with be a more severe pruning of over grown shrubs.

The second trimming with be in late July or early August and will be a trimming for shape and appearance.

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Evergreen shrubs below windows should be trimmed to keep them below the windowsills and so that they are neat in appearance. The evergreens in front of the home need to be trimmed to the same height (the higher one). This may mean that one of the evergreens may not need trimming

Shrubs around the utility box should be trimmed no lower than the height of the utility boxes in both the spring and fall trimming.

Shrubs along 40th Street and the outlots should be trimmed for appearances in both spring and fall. In order to provide privacy along 40th, the shrubs should be trimmed gradually until they reach a height of 4-5 feet tall.

Shrubs along the side of homes (not in front of homes) should be trimmed so as to have a neat appearance in both spring and fall trimming and the shrubs should be kept below the bottom of the windows.

Owners can submit an annual written request to the Maintenance Committee to do their own shrub trimming on foundation plants ONLY. This request will include all of their foundation shrubs. The Shrub Trimming guideline must be followed (as listed above). The Maintenance Committee will notify The Association's Lawn Care Company to exclude these homes for the spring trimming only.

Rule 21 Barbecue grills

Only gas and electric barbecue grills are allowed on the rear wood decks. Charcoal grills are not permitted on the decks. (Plymouth City Ordinance 905.17)

When grilling, grills must be placed away from the vinyl siding to prevent discoloration or other damage of the siding. If discoloration of siding occurs, the homeowner shall have to pay for the replacement of the damaged siding.

Propane tanks for gas grills cannot be stored in the garage or in the home due to the extreme fire danger. Although not a City of Plymouth Ordinance, it is a strong recommendation by the Plymouth Fire Marshall and the National Propane Association.

Rule 22 Certificate of Insurance for work on the exterior of the homes

A homeowner must obtain a Certificate of Insurance from a company or person hired by the homeowner to do work on the exterior of the homes or common areas. This certificate must be submitted to the management company prior to the work being done. This includes such workmen as landscapers doing plantings in common areas, companies hired to remove ice and snow from roofs, window washing, and painters hired to paint decks and/or wood trim.

Rule 23 Snow removal

To facilitate snow removal all cars are to be off the driveway so that the snowplowing contractor has complete access to plow. If plowing can't be completed because of parked cars the homeowner is responsible for removing the remaining snow, or if the plows have to be called back, that homeowner will be billed an additional charge. **The Board of Directors and Maintenance Committee approve the use of sand, potassium chloride and calcium chloride on walk and driveways; do not use sodium chloride (salt). Failure to comply will result in damages assessed to the**

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homeowner.

Rule 24 Additions or modifications to buildings

Any additions or modifications that require penetration of the siding or roofing are tightly controlled and generally discouraged. Any such modifications require prior approval of the Architectural Control Committee before any work commences. When available, installation guidelines provided by the Architectural Control Committee must be followed. Expenses for any repairs to the siding or roofing resulting from unauthorized work will be the responsibility of the homeowner.

Rule 25 Dryer Vent Cleaning

The Association will do a routine dryer vent cleaning on even numbered years. This cleaning will be accessed from the outside of a unit only. Any further cleaning of the vent from the dryer to the end of the vent sections exposed in the furnace room is the homeowner's choice and responsibility.

Rule 26 Garage Sales:

Garage/Estate Sales will be pre-approved if the following guidelines are followed:

1. A letter of intent and information about the sale must be sent to the management company to give the Association sufficient and timely notice.
2. Contact your neighbors to let them know of the sale.
3. Contact City of Plymouth for any parking issues.
4. Limit the sale and signs advertising the sale to three days.
5. You will be responsible for damage to the lawns, including sprinklers and grass damage resulting from the sale.

Upon satisfaction of the above, your sale has been pre-approved.

Rule 27 Concrete Patios:

Requirements for the installation of a cement patio behind a unit:

1. A plan must be submitted to the Architectural Control Committee for review.
2. The concrete slab must be at least three (3) inches or more away from the deck/porch support posts.
3. The concrete slab must not touch the siding.
4. An edged rock border is to be retained around the patio.
5. Sprinkler head placement must be checked with the Association's irrigation company. (Also see rule 28)
6. Work must be done by a licensed contractor.

Rule 28 Moving of Sprinkler Heads caused by Homeowner request

HOMEOWNER REQUESTS FOR NEW LANDSCAPING: Any landscaping requests by a homeowner that require a sprinkler head(s) to be relocated will be billed for time and materials needed to do the move. This rule was approved by the Board.

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Insurance Claims

Forms for insurance claims regarding damage to the exterior of the living unit may be obtained by calling The Management Company.

Issuing of Warnings and Imposing Fines

Guidelines for Late or Incorrect dues Payments

References for development of dues payment guidelines:

- A. Board motion adopted October 22, 1997 set the policy of a \$15.00 late fee for dues 15 days overdue. All accounts 90 days past due are to be sent out for collection.
- B. Article IV, Section 8 of the Declaration of Covenants, Conditions and Easements which states that any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of 8% per annum.
 1. Late payments: Homeowner will be charged a late fee of \$15.00 for any payment received after the 15th of the month in which it is due. If payment is not received by the end of the month, the homeowner will be notified in writing by the property manager and given 15 days to make the payment plus late fee or interest at 8% per annum will be charged on the payment starting with the date it was due. (1st of the previous month)
 2. Incorrect payment: Homeowner will immediately be notified by the property manager in writing and given 30 days to make the correction. If the correction is not made within 30 days then the homeowner will be charged interest starting with the date it was due and at the rate of 8% per annum until paid.
 3. Each month is an independent event and therefore the above guidelines will apply on a month-by-month basis. Should any homeowner pay on time the month following a missed payment, the present payment is not applied for the missed month. The missed month continues to draw interest until it is paid in full. (payment plus late fee)
 4. Homeowners that prepay their account should always pay in increments of the monthly dues. Prepayment should include increase in monthly dues if it is submitted before the new fiscal year of December 1.
 5. Should homeowners have a question concerning their account status, they are to contact the property management with their concern.

The Board of Directors has the authority to issue written warnings and impose fines if a homeowner is in violation of a By-law, Declaration, or Rule and Guideline established by the Board of Directors.

In the event the Architectural Control Committee or the Board of Directors receives a complaint regarding a violation of any of the rules listed, it shall be forwarded to the management company and the management company will issue a written warning to the homeowner to have the violation corrected. Homeowners who become aware of any violation should forward their complaint directly to the management company either in writing or by phone.

A letter of reprimand will be sent from the management company to the homeowner stating what the violation is, what remedy must be taken to correct the violation, and what the expected time frame will be regarding restoration of said violation.

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Should the remedy not be completed to the satisfaction of the Board of Directors in the prescribed manner and time, the Board *may* assess the homeowner a fine of up to \$500.00.

Should the homeowner continue to ignore the suggested remedy for over 60 days, the Board *may* have the violation removed and make restoration of same back to the original property's appearance, the cost of which will be billed directly to the homeowner.

Requesting Architectural Control Committee Approval

Generally, any additions or changes require the approval of the Architectural Control Committee. To seek such approval, obtain request forms from the Management Company (and in some cases, Architectural Control Committee guidelines) for the Association member to use. The Architectural Control Committee approval or rejection is still subject to approval by the Board of Directors of the Association. Therefore, any appeals must be made to the Board of Directors.

Filing a Complaint

If a homeowner observes a rule violation that he/she wishes to see corrected but feels uncomfortable addressing it directly with the homeowner in violation, the complaint should be made directly to the Management Company, who will then address the matter with the Board of Directors and the homeowner in violation. The identity of the originator of any such complaint will remain anonymous.

Carleton Property Services
Phil Carleton
6950 France Ave S, Suite 210 Edina, MN 55435
Phone 952-345-8881 Fax 952-960-0073
pcarleton@carletonproperties.com
WWW.Carletonproperties.com

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DECLARATION OF COVENANTS, CONDITIONS AND EASEMENTS ARTICLE VIII **ADDITIONAL RESTRICTIONS**

Section 1. Business Use

Lots are to be used strictly for residential purposes. However, the Board in its sole and exclusive discretion may adopt reasonable rules and regulations permitting business uses that are commonly associated with in-home businesses. (Amended September 8, 2005)

Section 2. Displaying of signs

The displaying of signs for public view on any lot is limited to a sign(s) of not more than five (5) square feet advertising the property for sale, and a security system company sign(s). The homeowner may not have more than two of both signs placed on the property, and the signs may only be located in the front and rear of the property. Political campaign signs are not allowed unless pre-empted by local, state or federal laws. (Amended September 8, 2005)

Section 3. Television antennas, wireless cable antennas, or direct-to-home satellite dishes

Pursuant to Article VII of the Declaration, Owners must notify the board by submitting an application for review to the Architectural Committee prior to the installation of any television antennas, wireless cable antennas, or direct-to-home satellite dishes. (Amended September 8, 2005) see appendix for request form.

Section 4. Animals

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided further, that they comply with the city of Plymouth ordinance for domestic pets.

Section 5. Building, fence, wall or other structures

No building, fence (whether of vegetation or otherwise), wall or other structure shall be erected, placed or maintained upon the Properties, or any part thereof, nor shall any exterior addition to or change or alteration therein (including, without limitation, the placing or maintaining of any trees, shrubs, plants, flowers, or bushes) be made until the plans and specifications showing the nature, kind, shape, and height thereof, the materials therefore, and a plan showing the location thereof, shall have been submitted to and approved in writing by the Architectural Control Committee of the Association as to quality of workmanship, materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. "If any such erection, placement, or alteration shall be approved by the Architectural Control Committee of the Association, it shall not be removed or modified except with the written approval of said Architectural Control Committee.

Section 6. Rubbish, trash, garbage or other waste

No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No part of any Lot shall be used at any time for the storage or abandonment of junked automobiles or other motor equipment. Garbage, rubbish and trash shall not be kept on any Lot, except in sanitary containers. All equipment used or kept for the storage or disposal of such material shall be kept in a clean and sanitary condition inside garage.

Section 7. Sod, soil or gravel shall be sold or removed

Except as approved by the Architectural Control Committee of the Association, no sod, soil or gravel shall be sold or removed from any Lot. All soil or gravel available from any excavation for the construction or alteration of any Living Unit or any appurtenance on any

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Lot and by whosoever owned shall be hauled and disposed of at other points within the boundaries of the subdivision at the discretion of said Architectural Control Committee of the Association. Except as approved by said Architectural Control committee, the finished landscaping, sod and shrubbery shall not be removed, added to or altered in any manner.

Section 8. Subdivided

No Lot shall be re-subdivided into, nor shall any dwelling be erected or placed on, a re-subdivided Lot having an area of less than 3,200 square feet. In the event any Lot is subdivided, the restrictions contained herein shall apply to Lots as re-subdivided.

Section 9. Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

Section 10. Done to or kept on any Lot

Nothing shall be done or kept on any Lot or any part thereof which would (i) increase the rate of insurance on any other Lot over what the Owner of such other Lot, but for such activity, would pay without the prior written consent of the Architectural control Committee of the Association, or (ii) which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Property or the buildings situated thereon shall be committed by any Owner or any invitee of any Owner and each Owner agrees to indemnify and hold harmless the Association and the other Owners from and against all loss resulting from any such damage or waste caused by such Owner or such Owner's invitees. No noxious, destructive or offensive activity shall be allowed on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing on the Property.

Section 11. Playground equipment

No playground equipment, furnishings or furniture (including basketball hoops and swings sets), whether temporary or permanent, shall be erected or placed on any Lot except as approved by the Architectural Control Committee of the Association and, if so approved, shall not be altered, modified, or removed except if approved by said Architectural Control Committee. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other building shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 12. Trees or shrubs shall not be removed, damaged or altered

No live trees or shrubs shall be removed, damaged or altered in appearance except in connection with initial construction by Declarant. Nothing in this provision, however, shall prevent careful removal of dead trees, diseased limbs of said trees, pruning of shrubs or removal of dead shrubs by the Association.

Section 13. Boats, trailers, automobiles or other motor equipment storage

No boats, trailers, automobiles or other motor equipment, licensed or unlicensed, shall be stored or parked anywhere on any Lot except for short-term parking of less than forty-eight (48) hours, and then only on the Private Driveway Apron of the Owner of said vehicles and equipment. Temporary guest parking is only allowed on the temporary guest's Owner's Lot Private Common Driveway. Overnight parking is permitted. Any parking, however, must not interfere with access by other users of said driveway, nor can it be used for

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storage of unused vehicles. In the event that any Owner or any member of the household of any Owner or any guest or invitee of the Owner shall violate the foregoing restrictions, the offender's vehicle may be removed at the cost and expense of such Owner in accordance with procedures established from time to time by the Board of Directors of the Association. Repair, to the satisfaction of the Association, of abnormal damage to the driveway surface from parked vehicles is the responsibility of the homeowner. Violations of these restrictions may result in the offender's vehicle being removed at the expense of the homeowner of the driveway in accordance with the procedures established from time to time by the Board of Directors of the Association. (Amended September 8, 2005)

Section 14. Construction

Nothing contained in the foregoing Sections of this Article VIII shall be construed to limit the rights of Declarant to alter the Properties or to construct or modify improvements thereon, nor to limit the manner in which such improvements, alterations or modifications may be made as to Lots owned by Declarant.

Section 15. Plymouth Creek area

The area ten feet on either side of the centerline of the existing Plymouth Creek as shown on the plat of Westbranch shall not be filled or altered without obtaining the necessary government approvals and/or Department of Natural Resources Permit.

Section 16. Covenants, restrictions or provisions in effect

Invalidation of any one or more of the covenants or restrictions contained in this Article VIII by judgment or court order shall in nowise affect any of the other covenants, restrictions or provisions hereof which shall all remain in full force and effect.

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APPENDICIES

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Appendix A: WESTBRANCH TOWNHOMES ASSOCIATION SATELLITE DISH
POLICY

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It is the homeowner's responsibility to inform the installer of the following installation guidelines:

1. Exterior antennae of dish must not project above the highest roof line and not be visible from the front of the unit.
2. The antennae or dish may not be installed on the vinyl siding or gable-end overhang portion of the unit.
3. Wire and cables are to be installed behind siding, down spouts, or deck posts, or underground so not outwardly visible.
4. Homeowners are responsible for any damage to roof or siding.
5. If these regulations are not complied with, the homeowner will be responsible for having the installation corrected.

HOMEOWNER _____ DATE _____

ADDRESS _____

TELEPHONE NO. _____ E-MAIL _____

ADDRESS _____

SATELLITE COMPANY _____ DATE OF INSTALLATION _____

Send completed form to the Management Company to be forwarded to ACC.

ACC FINAL
APPROVAL _____ DATE _____

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Appendix B: Application for Approval of Repairs, Additions and/or Alterations

Use this form as an Application for Approval of Repairs, Additions and/or Alterations to the Home Exterior and Site Work Improvements

Date Submitted: _____

Homeowner's name: _____

Address: _____

Telephone: (home) _____ Telephone: (work) _____

Email Address: _____

Description of work:

Size and location of work/alteration:

Include a drawing or sketch of the proposed work or alteration for the ACC or MC's inspection and files. This sketch will also be placed on file with the Management Company. This application must also include a Certificate of Insurance from any company or individual performing work on building exterior or common grounds.

Owners Signature: _____ Date: _____

Send Completed Form to Management Company – See handbook or directory for address

DO NO use this form for satellite dish/antennae installation requests.

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Appendix C: Specifications for Heat Cables

1. Remove any existing heat cables & clips.
2. Install new heat cables per manufacturer's directions.
3. Zig/zag along overhang minimum 24" high.
4. Go minimum 8' up one side of valley and down the other.
5. Run heat cable in gutter connecting the bottom loops of zig/zag.
6. Pay close attention where high and low gutter conditions occur at front entry.
7. Run cable in downspouts, some entries have two downspouts.
8. Run cables in underground drainage line to end of discharge.
9. Run power cord to exterior outlet. Do not cross walk or stoop.
10. Operate between November and March.
11. Use of temperature sensor at power source may save electricity

Appendix D: Specifications Underground Roof Drainage

1. Extend downspout out under sidewalk with approximately 40 feet of 4" drain tile.
2. Field verify site termination with Maintenance Committee by staking before start-up.
3. Tunnel under sidewalk.
4. Install concrete headwall at cut end of pipe with rodent guard.
5. Minimum 2% grade on pipe.
6. Restore disturbed site.

Examples can be seen at 16525 and 16515 42nd Ave. N.

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Appendix E: Roof Replacement/Siding/Paint

Address	Street	Re-Roof	Siding	Paint
16360/16370	41st Avenue	2007	2	2
16400/16410	41st Avenue	2009	1	1
16405/16415	41st Avenue	2007	2	2
16420/16430	41st Avenue	2009	3	3
16425/16435	41st Avenue	2009	1	1
16440/16450	41st Avenue	2010	2	2
16460/16470	41st Avenue	2004	1	1
16465/16467	41st Avenue	2004	3	3
16475/16477	41st Avenue	2007	1	1
16485/16487	41st Avenue	2007	2	2
16495/16497	41st Avenue	2010	3	3
16500/16510	41st Avenue	2010	2	2
16515/16525	41st Avenue	2007	2	2
16305/16315	42nd Avenue	2010	1	1
16325/16335	42nd Avenue	2010	3	3
16345/16355	42nd Avenue	2007	2	2
16365/16375	42nd Avenue	2004	1	1
16405/16415	42nd Avenue	2007	3	3
16425/16435	42nd Avenue	2009	2	2
16445/16455	42nd Avenue	2007	1	1
16505/16515	42nd Avenue	2009	3	3
16525/16535	42nd Avenue	2009	2	2
16545/16555	42nd Avenue	2007	1	1
16605/16615	42nd Avenue	2007	3	3
16625/16635	42nd Avenue	2007	2	2
16645/16655	42nd Avenue	2004	1	1
4000/4010	Black Oaks Lane	2011	1	1
4105/4107	Black Oaks Lane	2004	2	2
4115/4117	Black Oaks Lane	2011	1	1
4120/4122	Black Oaks Lane	2004	1	1
4125/4127	Black Oaks Lane	2011	3	3
4135/4137	Black Oaks Lane	2009	2	2
4140/4142	Black Oaks Lane	2009	3	3
4145/4147	Black Oaks Lane	2010	1	1
4155/4157	Black Oaks Lane	2011	3	3
4160/4162	Black Oaks Lane	2011	1	1
4165/4167	Black Oaks Lane	2011	2	2
4000/4010	Zanzibar Lane	2007	3	3
4015/4017	Zanzibar Lane	2010	1	1
4020/4030	Zanzibar Lane	2004	2	2
4035/4037	Zanzibar Lane	2007	3	3
4040/4050	Zanzibar Lane	2004	1	1
4060/4070	Zanzibar Lane	2009	3	3

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Notes:

Singles -- 2009, 2010 & 2011 IKO Cambridge 30 Year Architectural Shingle Weathered Wood

Siding Colors -- #1 Almond, #2 Pewter, #3 Antique Parchment

Paint Colors -- #1 Almond, #2 Pewter, #3 White

Our paint colors are a product called Duration Satin exterior and were purchased from Sherwin Williams. The mixes below are the Sherwin Williams codes for a 5 gallons of paint. Sherwin Williams should be able to reduce the formula to a small batch for you.

#1 Almond

SALES NUMBER	QTY	PRODUCT	DESCRIPTION
0409-15504	5 GAL	K32W154	DURATION SA EXTRA CUSTOM: ALMOND WESTBRANCH MATCH
RAC BLEND-A-COLOR: 02 32 64 128			
		B1 BLACK	2 01
		R2 MAROON	35
		Y3 DEEP GOLD	8 7 1 1

#2 Pewter

SALES NUMBER	QTY	PRODUCT	DESCRIPTION
1401-45275	5 GAL	K32W153	DURATION SA EXTRA CUSTOM: PEWTER WESTBRANCH MATCH
RAC BLEND-A-COLOR: 02 32 64 128			
		W1 WHITE	18 14
		B1 BLACK	5 44 1
		R2 MAROON	20
		Y3 DEEP GOLD	4 44 1

#3 White - Duration Satin Super White

