

THOMAS LAKE COUNTRY HOMES OF EAGAN



RULES AND REGULATIONS & POLICIES

July 1st, 2023

Amended January 2024 & August 2024

**THOMAS LAKE COUNTRY HOMES OF EAGAN
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RULES AND REGULATIONS OF

THOMAS LAKE COUNTRY HOMES OF EAGAN

Revised August 25, 2014

Thomas Lake Country Homes of Eagan Association Rules and Regulations and Policies have been developed for the benefit of all members of our community. They are designed to promote the health and safety of residents and to assure that homes and properties continue to be of high quality. Cooperation and collaboration of all homeowners is required to ensure that Thomas Lake Country Homes of Eagan continue to be a preferred place to live in Eagan. The Rules and Regulations and Policies are subject to our Association's governing documents and to the City of Eagan's statutes and ordinances.

The capitalized terms used in these Regulations not otherwise defined herein, unless the context otherwise requires, shall have the meaning set forth in the Declaration of Covenants, Conditions and Restrictions applicable to Thomas Lake Country Homes of Eagan.

Whenever in these Regulations reference is made to the Association, such reference shall include the Association and any managing agent acting on behalf of the Association.

The Owners, occupants, tenants, guests, invitees, etc. shall comply with all Regulations hereinafter set forth governing the Properties. Violation of any Rule or Regulation shall subject the owner to fines and penalties as determined by the Board as follows, in addition to any civil or criminal fines, sanctions or citations assessed by local law enforcement authorities.

The Association reserves the right to alter, amend, modify, supplement, repeal or revoke these Regulations at any time with reasonable notice to the members.

1. EXTERIOR INSTALLATIONS AND ITEMS

- a) Draperies, curtains, shades and blinds installed on the windows of the Living Units are to be in neutral colors compatible with the exterior color of the Living Unit. Blankets, sheets, etc. are not to be used for window coverings & only the list above is permitted.
- b) Owners are prohibited from attaching, hanging, displaying or exposing on the exterior of a Living Unit, whether through or upon the windows, doors or masonry of the Living Unit the following items: laundry, clothing, rugs, awnings. Clotheslines are not permitted anywhere on the properties.
- c) Permitted items which may be attached, hung, displayed or exposed on the exterior of a Living Unit are welcome/seasonal wreaths, plaques, banners, windsocks or flags; signs pertinent to security systems; MN State flag, and the United States flag, which shall not exceed three feet by five feet and shall be placed in a bracket mounted near an entrance door. "For Sale" signs must be placed within the boundaries of the property being advertised for sale.

- d) Use of exterior holiday lighting and outdoor decorations shall be permitted beginning one month prior to the holiday and removed by one month after said holiday.
- e) Special lighting and decorations may be installed on the day of a party and shall be removed within 24 hours.
- f) Bird feeders and birdbaths are not permitted over the sodded area of the yard. They are allowed in rocked areas if kept in good repair. No other wildlife feeders are permitted. Owners are responsible for removing weeds resulting from having bird feeders.
- g) Permanent fixtures for recreational equipment are not permitted; however, equipment for such games as volleyball, badminton, and croquet may be erected if removed immediately after use. Holes in the sod caused by equipment must be filled within 24 hours.
- h) Installation of exterior and visible equipment, including but not limited to, storm windows and doors, gutters, skylights, soffit vents, security cameras and special lighting may be installed and maintained at the Owner's expense and responsibility. Prior to the commencement of such work, the Owner must submit an Architectural Change Form to the Management Company and receive approval from the Board.
- i) For cable television installation, cable wires are allowed on exterior surfaces up to 18 inches from ground level without prior approval. Exterior wiring above 18 inches requires the submission of an Architectural Change Form to the Management Company and prior approval by the Board before commencement of installation.
- j) Attached exterior items such as gas or electrical components or touch-up painting done by the Owner shall be painted to match the color of the exterior paint or trim. Paint information is available from the Management Company.

2. REFUSE AND RECYCLING

- a) Refuse and recycle containers shall be stored in the garage in suitable containers and placed outside for collection the evening before collection day. Containers should be brought back in the night after pick-up is completed.
- b) Owners must abide by the regulations of the current refuse contractor for recycling of newspapers, magazines, glass, cans, corrugated cardboard, and plastics, etc.
- c) Owner is responsible for cost of additional refuse (beyond the container provided by refuse contractor). Owner must contact refuse contractor prior to removal of additional items.
- d) Owner is responsible for contacting the Association's refuse company for pickup of live holiday tree.

3. PATIOS AND DECKS

- a) Firewood must be stored indoors all year.
- b) Installation of concrete, brickwork, pavers or other materials requires the submission of an Architectural Change Form to the Management Company and prior approval by the Board before commencement of installation.

4. PET RULES

- a) All pets must be registered with the Association. The Pet Registration Form can be found on the management company website. All pets must be licensed and inoculated as required by law.
- b) A maximum of three(3) total domestic pets are allowed in a Unit, with no more than one dog and no more than 2 cats permitted. Other animals like birds, fish, etc. are allowed.
- c) All pets shall be on a leash no longer than 6 feet or secured in a pet carrier when outside the dwelling and on association property. Leash is defined as a physical tethering of the pet and shall exclude any type of electronic devices.
- d) No pet may be tied, staked or chained on the common area, private common driveway area, or in any location where they would pose a hazard to people or would have access to common area or private driveway.
- e) When outside the living unit, private yard areas, or private common driveway, owners and occupants must pick up their pet's droppings immediately. If owner's use their lot, including their yard or private yard area as a pet exercise area, the pet droppings, litter, or other waste must be cleaned up immediately to prevent creation of a public nuisance (odor) and to prevent "spotting" of the grass. The droppings must be cleaned up.
- f) Pet shall not be permitted to create an unreasonable disturbance. This may include barking, whining, and more than one incident of a pet found running loose (even if the owner is in the same vicinity). Failure to conform to these rules may result in, but not necessarily be limited to, removal of the pet.
- g) Dog houses shall not be permitted on owner's lot, patio or deck.
- h) Pet owners shall be responsible for the cost of repair due to pet damage whether to lawns, structures, trees, shrubs, etc. anywhere on the property including repair and replacement with materials of equal quality to those damaged. In the event the pet owner fails to make repairs for such damage, the Board shall have the right to hire a contractor to repair said damage and assess the cost back to the said homeowner.

5. GARAGES AND PARKING

- a) All garage facilities, as originally created by the Developer, shall be retained as and used for a garage facility for the off street interior storage of vehicles and no such facility shall be converted by construction for any other purpose. No boats, trailers, recreational vehicles, 5th wheel campers, commercial vehicles or other motor equipment shall be stored or parked anywhere on any Lot. Overnight parking of a boat, trailer or other equipment shall be permitted for one (1) night only to park in the two (2) spaces in front of the Owner's garage or on city streets in compliance with city ordinances.
- b) Garage doors shall also be closed whenever possible for a neat and orderly appearance and also to help discourage theft.
- c) The temporary parking for Owners' visitors will be allowed in the turnaround areas for a period not longer than 4 hours in a 24 hour period. Overnight parking is prohibited.
- d) Short term guests (one (1) week maximum) may park in the two (2) spaces directly in front of Owner's garage or on city streets in compliance with city ordinances and restrictions.
- e) All vehicles parked on the properties must have current license plates and be in operating condition. A vehicle in non-operating condition shall be located in the Owner's garage. Ordinary light maintenance or washing and waxing of Owner's vehicle(s) are permitted in the Homeowner's garage or driveway only. No other maintenance or repairs are allowed in owners driveways or garages.
- f) **PARKING SO AS TO BLOCK SIDEWALKS OR DRIVEWAYS IS PROHIBITED.** If any vehicle owned or operated by an Owner, any member of his/her family, tenants, guests, or licensees shall be illegally parked or abandoned on the Properties, the Association shall be held harmless by such Owners for any and all damages or losses that may ensure, and all rights in connection therewith that the Owners or driver may have under the provisions of State or local law and ordinances are expressly waived. The Owner shall indemnify the Association against any liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof.
- g) Moving trucks, furniture delivery vehicles and construction vehicles are permitted to park temporarily close to the Owner's entrance but may be required to move so as to allow ingress and egress of vehicles of other Owners sharing the driveway.
- h) All owners shall observe and abide by all parking and traffic regulations published by the Association. Vehicles parking in violation of any such regulations may be towed away at the Owner's sole risk and expense.

6. LAWNS AND GARDENING

- a) Owners are responsible for following the odd/even city sprinkling restrictions. Replacement of plantings, determined by the Board to be the results of failure to

water lawns, trees, shrubs and plantings, will result in the Owner being assessed for restoration of the same. (Daily watering of new sod and plantings is allowed under city ordinance).

- b) There shall be no vegetable or other gardening other than in pots placed in the landscaping rocks, on any Lot or the Common Area except in areas designated for gardening by the Board. The Board may, at its sole discretion, require any and all gardening activities to stop and require restoration of the area involved or otherwise limit the use of any Lot or the Common Area for gardening.
- c) Fencing of any type is not permitted anywhere on the Properties.
- d) Plants in containers in good condition may be placed on decks, patios, sidewalks or crushed rock areas. Containers are not permitted on the sodded areas of the Properties. Planter boxes and brackets attached or displayed on front patio railings must be complementary to exterior color. To avoid rotting of railing, planters must be raised from the surface to allow for proper drainage and ventilation. Questionable containers will be addressed by the Board.
- e) No additional permanent plantings, trees or shrubs are permitted on a Homeowner's property or Common Areas without first submitting an Architectural Change Form to the Management Company and receiving approval from the Board.

7. TREE REPLACEMENTS Amended Jan 2024

- a) The Association will replace deciduous trees needing replacement with a tree not to exceed **4 inches** in diameter. Should a homeowner request a larger tree, they will be responsible to pay the additional cost.
- b) The Association will replace Evergreen trees needing replacement with a tree not to exceed **six (6) feet**. Should a homeowner request a larger tree, they will be responsible to pay the additional cost.

THOMAS LAKE COUNTRY HOMES OF EAGAN POLICIES ADOPTED BY THE BOARD

POLICY #1

PEST DAMAGE/PEST CONTROL/DAMAGE REPAIR

- 1) When pests, e.g. mice, squirrels, raccoons, birds, bats or insects enter a town home, the responsibility for removal of these pests and repairs of any damage inside the unit lies with the homeowner.
- 2) If, in the act of entering the home, the pest causes exterior damage, it will be the responsibility of the Association to repair the damage in such a manner that pests cannot enter through the area in question.

POLICY #2

EXTERNAL ANTENNAS

- 1) External antennas attached to our buildings require notification to the Board.
- 2) The homeowner assumes the responsibility for identifying all utility lines prior to installation and assumes any responsibility for damages that may be incurred during installation.
- 3) The homeowner assumes all responsibility for repairs that may occur at any time after installation.
- 4) The homeowner agrees to his/her responsibility to inform any future buyer of the property of the conditions that the Board has placed on the attachment of such an installation.
- 5) Upon sale of any unit, any dish/antenna that has been installed must be removed. All areas associated with the installation must be restored to their original condition.

POLICY #3

INSURANCE

Amended August 14, 2024.

Description of Association Coverage:

The Association's master policy insurance is considered an "All-In Specifications" policy. Basic elements of this coverage include:

- Ceiling or wall furnishing materials • Floor coverings
- Cabinetry • Finished millwork
- Built-in appliances • Electrical/plumbing fixtures serving a single unit
- Originally contracted additional improvements and betterments
- Additional improvements and betterments installed by the unit owner

Master Policy Deductible Chargeback Policy:

For all claims where the damage to a unit is covered under the Master Insurance Policy (above master deductible). Please refer to the portal for the current HO6 letter regarding the deductible

amount. In accordance with the Minnesota Common Interest Ownership Act (515-B), the Association is empowered to assess the minimum deductible in one of three ways as follows:

- 1) Pay the deductible amount as a common expense.
- 2) Assess the deductible amount against the unit(s) affected in any reasonable manner.
- 3) Require the owners of the units affected to pay the deductible amount directly.

The Board has decided that the deductible will be handled in accordance with Association's governing documents and selection #1 above. (Amended August 14, 2024)

How This Affects Each Homeowner:

In the event of a claim over the Association's deductible, each homeowner is responsible for damages up to the Master Insurance's deductible. If the claim does not meet the Master deductible, the owner is responsible for submitting the claim to their homeowner policy as there is no Association coverage.

It is strongly recommended that each homeowner have an "H06" Homeowners Policy for your own protections of personal property and liability coverage. You are responsible for any damages to your personal property. Homeowners should contact their personal insurance agent to review their H06 and make certain they are protected for the additional liability. Language in each policy may differ. This coverage is normally found under "loss assessment and/or building coverage" in their personal policy.

Claims:

- 1) In the event of a claim, please contact both the Management Company and your personal agent.
- 2) Association claims are coordinated through the Management Company.
- 3) The insurance carrier(s) are the authoritative body to determine coverage.

For specific coverage questions, contact the Management Company.

POLICY #4

MAINTENANCE RESPONSIBILITY GUIDE

ITEM	Maintenance Service Needed				EXPENSE FUNDING		
		Other	Association	*Individual Homeowner	Operating Expense	Reserve Expense	Owner Assessment
Air Conditioner & Pad				x			
Caulking - Exterior			x		x		
Chimney	Interior (includes cleaning)			x			
	Exterior maintenance & repair		x		x		
	Exterior - replacement		x			x	
Patios, Porches and Decks	Front Dining Room Porch - maintenance & repair		x		x		
	Front Dining Room Porch - replacement		x			x	
	All others			x			
Doors	Frames			x			
	Glass			x			
	Hardware			x			
	Paint			x			
Dryer Vents	Maintain (clean) and Repair			x			
	Replacement			x			
Exterior Lights	Fixtures ~ Repair		x		x		
	Fixtures ~ Replace		x			x	
	Motion and light sensors			x			
	Bulbs			x			
Faucets and silcocks	Repair			x			
	Replace			x			
Foundation and Foundation Walls	Repair			x			
	Replace			x			
Garage Doors	Painting ~ Interior			x			
	Painting ~ Exterior			x			
	Replacement ~ Section			x			
	Replacement ~ Full Door			x			
	Mechanical Components			x			
	Door ~ Openers			x			
	Door ~ Accessories			x			
	Interior Door Seal			x			

ITEM	Maintenance Service Needed				EXPENSE FUNDING		
		Other	Association	*Individual Homeowner	Operating Expense	Reserve Expense	Owner Assessment
Gutters and Downspouts	Cleaning			x			
	Repair			x			
	Replacement			x			
House numbers	Repair/Replace		x		x		
Landscape (including lawns, gardens & plantings established by Declarant or Association)	Maintenance		x		x		
	Irrigation/Spigots			x			
	Watering			x			
	Plant Replacement		x			x	
Mailboxes	Repair		x		x		
	Replace		x			x	
Party Wall**	Interior			x			
	Exterior			x			
Pillars on 3 Season Porches	Repair		x		x		
	Replacement		x			x	
Radon	Testing			x			
	Mitigation			x			
Roof	Repair		x		x		
	Replacement		x			x	
Stoops, doorsteps, sidewalks, walkways, driveway aprons, private common driveways	Within Unit -Repair		x		x		
	Within Unit - Snow Removal		x		x		
	Within Unit - Replace		x			x	
	Within Common Elements - Repair		x		x		
	Within Common Elements - Snow Removal		x		x		
	Within Common Elements - Replace		x			x	
Siding, soffits, fascia, trim, masonry and brick	Repair		x		x		
	Painting		x		x		
	Replacement		x			x	
Streets (Public)	Sealcoat	city			x		
	Snow Removal	city			x		

ITEM	Maintenance Service Needed	Other	Association	*Individual Homeowner	EXPENSE FUNDING		
					Operating Expense	Reserve Expense	Owner Assessment
	Repair	city			x		
	Replacement	city				x	
Utility Lines***	Water ~ Exterior		x		x	x	
	Water ~ Interior			x			
	Sewer ~ Exterior		x		x	x	
	Sewer ~ Interior			x			
	Gas ~ Exterior		x		x	x	
	Gas ~ Interior			x			
	Electricity ~ Exterior		x		x	x	
	Electricity ~ Interior			x			
Windows	Frames			x			
	Skylight/solar tubes			x			
	Glass/Screen			x			
	Hardware			x			

*Individual Owner Responsibility items are to be handled directly and paid for directly by individual owners, subject to ARC approval as needed.

**Party wall is defined as any wall built on the boundary line between units. Per Section 10 of the Declaration, party walls are the responsibility of the Owners of the adjoining Units. However, if the owners fail to properly maintain, repair or replace a party wall, the Association may do so and assess the cost back to those responsible Owners in any reasonable manner.

***Interior refers to the interior of the dwelling up to the foundation wall and exterior refers to the portion of any line that is outside the dwelling foundation. Maintenance and repairs are paid from the operating account and replacements may be paid for from the replacement reserve account.

Pursuant to Section 1.21 of the Declaration, a Unit is a platted lot. Pursuant to Section 1.9 of the Declaration, a Dwelling is a residence located within a Unit, including any garage attached thereto and otherwise included within the boundaries of the Unit in which the Dwelling is located.

Pursuant to Section 9.4 of the Declaration, if any repairs are necessitated due to the actions or omissions of a Unit Owner, Occupant or their guest, the cost of said repairs may be assessed against the Unit of the responsible Owner.

This matrix is intended as a guide. In the event of a conflict between this matrix and the Declaration, the terms of the Declaration shall take precedence.

POLICY #5

SELLING & BUYING YOUR TOWNHOME

1) SELLER:

- a) The seller is required by state law to provide the buyer with a copy of a resale disclosure statement, governing documents and rules and regulations. These documents can be obtained from the Management Company for a prepaid fee from the homeowner. "Rush" requests are charged extra. If you have your governing documents and current rules and regulations, you do not need to purchase another copy.
- b) Advise the Management Company when your Townhome is put on the market and again when a closing date is set.

2) BUYER:

A copy of the Warranty Deed (the buyer receives at closing) is the legal document required by the Management Company to update the owner record of the Association. Please mail, fax, or deliver the copy immediately upon closing to the Management Company. Upon receipt of the Deed, a

welcome letter, and information on the automatic payment program will be mailed to the buyer. Please direct your questions to the Management Company.

POLICY #6

ASSOCIATION GARAGE SALE AND ESTATE SALES

- a) A community-wide garage sale of interested members may be held annually in the spring. All expenses will be shared by the participants. The sale will not be scheduled on a refuse pick-up date. The date must be approved by the TLC Board.
- b) An estate sale may be held by the family or representative of a former association member who will not be returning to the community. The estate sale must be arranged through the Association Management Company in coordination with the Board.
- c) One sign for a garage, moving or estate sale may be posted on homeowner's property and one sign at the entrance to Mallard View or South Mallard Trail. Signs shall be removed within 24 hours of the end of the sale.

POLICY #7

VIOLATION FINING POLICY

The following fining policy outlines actions that will be taken to correct violations against the Declaration and any applicable Rules and Regulations adopted by the Board. You can find your Governing Documents online at your association website.

Homeowners of our community in violation of the Governing Documents will receive notices and fines in the following order:

- 1st Violation: A courtesy letter informing the owner of a 10 day period to correct the violation.
- 2nd Violation: An additional letter and a \$50.00 fine with 10 days to correct.
- 3rd Violation: An additional letter and a \$100.00 fine every 10 days until corrected.

Violations of the same type will be cumulative over a 1-year period from the date of the original occurrence.

The Board reserves the right to further escalate the fine for continued violation and non-compliance.

POLICY #8

COLLECTION POLICY

On the 15th day of each calendar month a late fee of \$25.00 will automatically be assessed on all accounts that reflect a past due balance in excess of \$25.00 for assessments, late fees or other

Association charges if the balance, in whole or part, reflects monies that were due as of the first day of the same calendar month or prior.

ATTACHMENT

THOMAS LAKE COUNTRY HOMES OF EAGAN MANAGEMENT COMPANY

A Professional Management Company provides management services to the Association:

Premier Association Management
1120 S, 2nd St. #416
Mpls., MN 55415
952-683-9400
office@premieram.com

For life/safety issues, call 9-1-1.

TLCH website contains important information and forms. Owners are encouraged to familiarize themselves with the website and its references. The most updated version of the following documents are available on the website: www.ThomasLakeCountryHomes.com

Governing Documents

- Articles of Incorporation
- Bylaws
- Declaration of Covenants
- Rules and Regulations

Forms

- Architectural Change Form
- Emergency Contact Information Form
- Auto Pay Form

Resale Disclosures are to be requested through the Management

Website: <https://www.ThomasLakeCountryHomes.com>

All completed forms should be submitted to Management. Requests will be reviewed through established procedures outlined in the governing documents. Owners will be notified of the outcome of all requests by the Management Company or a Board member.