

## **Rules, Regulations and Helpful Information for Residents of Townhouse Villages of River Woods Homes Association**

4/16/2024

**The HOA office is usually staffed during the hours listed below, but you must make an appointment because vacations and duties away from the office may result in the office being closed during those hours, or meetings may be in progress. Email and phone calls will usually be answered during working hours unless the office is closed for vacations or holidays.**

**Monday – Thursday 9 am – 4 pm**

**Friday 9 am – noon**

**The current monthly Association fee of \$338.00** is due on or before the first of each month. Please include on your check the month you are paying for and your unit number. Make checks payable to: **Townhouse Villages at River Woods HOA**. All homeowners who pay by check are provided with self-addressed envelopes for each month's fees. You may also leave the envelope with your check in the mail slot by the office door. Cash is not accepted. Any fees unpaid after the due date becomes delinquent and incurs a \$25.00 administrative charge on the 10<sup>th</sup> and an additional \$25.00 on the 20<sup>th</sup>. Legal action may be taken against the homeowner after the monthly fee becomes delinquent if the homeowner has not made an acceptable plan to bring their account current.

Homeowners with two or more NSF returns of the checks must pay with cashier's check or money orders from then on; personal checks will not be accepted, and the office cannot accept cash.

**The annual premium** for the Master Insurance Plan (currently between \$995 and \$1,482, depending on the model of your townhome) will be due by September 15<sup>th</sup> of each year. Please note the Master Insurance premium can and/or will be adjusted annually. This plan covers the replacement of all homes (but only to the quality of when it was originally built, not including any improvements since), as well as the pool and the rest of the common grounds and HOA property. It also provides liability coverage for incidents occurring on the 87 acres of common grounds, including the pool. The HOA solicits bids each summer from insurance companies known to insure condo/townhouse associations, selects the lowest bid or bids, and bills homeowners through our insurance broker in September. **Insurance premiums are due in full by September 15<sup>th</sup>: There is no payment plan available, and anyone not paid by November 1 will be sent to Legal for collection.** Homeowners can **prepay** the estimated insurance monthly for the following year's insurance, with the Association escrowing the money until the insurance is due. Email/call the office for details.

This Master Plan **does not cover** your personal possessions and liability for any incident inside your home, or any improvements made since your house was built. In addition, the Master Insurance Plan has a high deductible (currently \$50,000). Therefore, we **STRONGLY** recommend that you buy a personal HO-6 policy to cover your personal possessions, liability, any improvements made since the house was built, and the deductible of the Master Insurance Plan. The cost of an HO-6 policy is usually a lot lower than the premium for the Master Insurance Plan. See your personal insurance agent for pricing.

**The HOA Publishes a monthly newsletter, *The Villager***, which is delivered monthly by email or USPS mail. *The Villager* and direct email are the Association's principal means of communication with homeowners. Please read *The Villager* carefully.

The current issue of *The Villager* is available online on the River Woods website ([www.myriverwoods.org](http://www.myriverwoods.org)), as are older issues. The website provides information on the association and things happening around the Association.

**The HOA Board of Directors meets most months.** The HOA Board normally meets the third Tuesday of each month, at 5:30 p.m. in the HOA office, except for December, and the Annual Meeting in June, whose date and location will be announced in *The Villager* and by mail/email. Homeowners are encouraged to attend the Board meetings as observers. If you have an item you need to discuss at the Board Meeting, please notify the Association office at least two weeks prior to the meeting so we can put you on the agenda. There are nine Board members, three of whom are elected to the Board at the HOA's annual meeting each June.

**Watering of Common Areas:** The developers of our townhouses did not provide a way for the River Woods staff to water our grassy areas, aside from the limited area irrigated by the underground sprinkling system. Any watering of areas not irrigated by the underground sprinkling system is the responsibility of individual homeowners. To encourage individual homeowners to water these areas, the Association will pay for the increased water cost of owners irrigating the grass-covered areas each summer. If you wish to participate in watering common ground areas around your unit under the water-reimbursement program, please email/call the office to sign up. Once you've signed up, the Association will reimburse you for the excess water used to irrigate common grounds. To claim reimbursement, you need to follow the following guidelines: By December 20 of each year, send a copy of **all** your monthly water bills/statements to the office. We will average your winter monthly water bills (November through March) and send you a check for the amount you paid over that average for the months May through October, **if that monthly increase is at least 25% higher than the winter monthly average.** To make watering easier, we have hoses and sprinklers available for loan if you need them. Please email/call to request them. Hoses must be removed from the lawn and coiled after each use to not impede our crews mowing. Reimbursement checks will be issued in January of the following year.

**Maintaining Courtyards:** If you want your courtyard maintained by River Woods' grounds crew (i.e., mowing, spraying chemicals, pruning, shoveling, salting), you need to have a signed Courtyard Signup form (available on the website) on file with the office specifying what you want done. Your courtyard should be kept free of dog defecation and any lawn furniture, toys and other debris that would be in the way of the grounds crew. If you have a gate, it must be left unlocked.

**Exterior Garage Lights:** If the light on your garage goes out or if the bulbs on the common pole lights are burned out, please email/call the office. The maintenance crew replaces all bulbs on garages and globes. Photocell replacements are not available. Should the photocell go out, the entire fixture must be replaced. Only white lights are acceptable, for security reasons, on all exterior lights. Garage lights should be on from dusk to dawn, continuously, not on motion detect.

## Insurance Overview For 2023/2024

This outline is intended to provide you with a brief overview of the Master Insurance program in place for Townhouse Villages at River Woods Homes Association. Not all coverage and/or exclusions are outlined in this letter.

The following is a general overview of policy provisions and is, of course, subject to the actual policy terms, conditions, and exclusions.

### **BUILDING COVERAGES – Illinois Union Insurance Company and Homeland Insurance Company of New York**

The property policy provides building coverage on a replacement cost basis for the amount shown on your certificate of insurance. The policy provides “Special Form Coverage” protection against direct physical loss or damage to the buildings. This coverage includes, but is not limited to, the following perils: fire, lightning, windstorm, hail damage, falling objects, riots and civil commotion, explosions, smoke damage, removal expenses, vandalism and malicious mischief, damage by vehicles and aircraft, weight of ice, sleet or snow or water damage. The applicable deductibles are as follows: Water Damage - \$25,000; Flood and Earthquake - \$50,000; Wind/Hail – 1% of Building Values affected by loss, subject to \$100,000 minimum; and all other perils - \$25,000. If several units are damaged by the same occurrence (i.e., Tornado) then the deductible will only apply once. Loss assessment coverage may be available on your HO-6 policy to help offset some of this deductible expense to you, the homeowner. Contact your personal insurance agent to clarify. The homeowner will be responsible to pay for whatever portion of the deductible is assigned to the unit. The maximum deductible possible on home/unit is \$50,000.00 and this is the amount you should insure for the loss assessment deductible on your HO-6 policy.

The major exclusions of your policy are as follows: Nuclear, Biological, Chemical and Radiological loss, Earthquake, Sprinkler Leakage, Pre-Existing Property Damage, Asbestos Material, Pollution & Contamination and Terrorism.

The definition of “Building” includes:

- A. “...Completed Additions” and
- B. “...**Permanently installed** fixtures, machinery, and equipment. Outdoor fixtures” and
- C. “...**Personal property owned by the association that is used to maintain or service the office, shop, pool, building or structure** including fire extinguishing equipment, outdoor furniture, floor coverings, and appliances used for refrigerating, ventilating, cooking, dishwashing or laundering. **AND if not covered by other insurance, additions under construction, alterations and repairs to the building or structure, materials, equipment, supplies and temporary structures on or within one hundred feet of the described premises, used for making additions, alterations or repairs to the building or structure.**”

This means that anything *permanently* installed in a unit, such as appliances, floor coverings, carpet, cabinets, wall coverings, light fixtures and bath fixtures are considered to be part of the building and are covered by the property policy.

## **PERSONAL PROPERTY COVERAGES**

It is **not** the responsibility of the Association to insure your personal property. Personal property owned by individual homeowners that is not permanently installed, (e.g., furniture, clothing, jewelry, and personal effects) should be insured under a Homeowner's Condominium Owners policy (commonly called an HO-6 policy). Contact a personal lines insurance agent to discuss HO-6 insurance if you have not already done so.

## **LIABILITY COVERAGES – Cincinnati Insurance Co.**

This policy contains a \$1,000,000 single limit of liability applying on a "per occurrence" basis for bodily injury and property damage. This limit of liability protects the Association and each individual homeowner, in the event that a claim arises because of an occurrence on the **common premises** of the Association.

Please note that this liability coverage does not extend to you, the individual homeowner, for your personal liability exposures occurring on that portion of the premises occupied or used exclusively by you! Personal liability exposures include such things as bodily injury or property damage caused by your negligence, libel, slander, or defamation. Your personal liability exposures should be insured, along with your personal property, in your own Homeowner's Condominium Owners policy (HO-6).

Here are some examples of liability situations.:

- A. *Someone interested in buying a home in the Association walks across the parking lot to the office. They slip and fall on ice, sustaining bodily injury. The Association's Liability policy would respond to the claim.*
- B. *You are entertaining guests in your home. One of the guests slips and falls in your kitchen and sustains bodily injury. Your personal liability insurance would respond to the claim, not the Association's Liability policy.*

## **MISCELLANEOUS COVERAGES AND EXTENSIONS**

1. The liability policy contains broadened liability coverage's which include such features as contractual liability protection, host liquor liability protection, and incidental medical malpractice protection.
2. Directors & Officers Liability coverage with United States Liability Insurance in the amount of \$5,000,000. This extends coverage to board members, committee members and other volunteers that help run the day-to-day business of the association.
3. A commercial Crime with CNA Insurance in the amount of \$500,000 is purchased which provides protection for the Association's assets in the event of dishonest acts.
4. Cincinnati Insurance Company also provides excess liability protection in the amount of \$5,000,000. This policy extends the liability coverage for claims arising because of an occurrence on the **common premises** of the Association.

## **CLAIMS REPORTING PROCEDURES**

Should you experience a loss or have knowledge of a loss the following steps should be taken:

1. Call the River Woods office with all information.
2. Immediately call Kraus-Anderson Claims Department (952.707.8200).
3. Kraus-Anderson Insurance will submit all necessary information to the insurance carrier(s) who will assign an adjuster to investigate the claim and make a loss settlement.
4. Communication is of the utmost importance! Therefore, in the event of a problem or a breakdown of communications, do not hesitate to contact the agency Claims Department (952-707-8200) or the agency Claims Manager, Leah Seipel (952-707-8200) with issues or questions.

### **MORTGAGE CHANGES**

If, at any time in the future, you should have reason to change your mortgage company, pay off your mortgage or receive a request from your mortgage company for a Certificate of Insurance, please contact Kraus-Anderson Insurance at 952-707-8200 and ask to speak to a member of the River Woods team or email [riverwoods@kainsurance.com](mailto:riverwoods@kainsurance.com). *If you supplied us with the name and address of your current mortgagee, then we have already sent them a copy of the Certificate of Insurance.*

### **KRAUS-ANDERSON INSURANCE**

Kraus-Anderson Insurance is a full-service independent insurance agency which has been located in Burnsville for over 40 years. We offer both commercial as well as personal lines insurance services. If you would like to review and/or discuss your personal lines insurance needs, please call Matt Akin at 952-707-8200.

## Automatic payment of Fees and Prepaid Insurance Premiums

You can save writing checks for your monthly fees through two methods:

**Automatic Payments from your bank account:** River Woods, using the ACH form you fill out and sign, will withdraw your association fees and any pre-paid insurance amounts directly from your bank account on the 1<sup>st</sup> of each month, at no charge. If you are interested, please fill out the ACH Authorization Form and return it to the HOA office. ACH forms need to be received by the 20<sup>th</sup> of the month to be in effect for the 1<sup>st</sup> of the following month. This service can withdraw only monthly fees and prepaid escrow for insurance for the following year. If you wish to pre-pay insurance premiums, you will have to specify how much money you want withdrawn from your account each month; the Association cannot withdraw any money from your account other than what you specify in writing.

ACH is an acronym for *Automated Clearing House*. It is the standard system American banks use to automatically deduct money from a customer's account (with written authorization from that customer) and transfer it to another person or organization on a periodic basis. It can be cancelled by the bank customer at any time.

**PayLease:** you can access this through the River Woods website and specify how much you want to pay the Association. The service charges a fee for this directly to you, depending on how you pay them. Details are on the website.

Please email/call the HOA office with questions (952-894-4368).

Late fees, fines, legal fees, and additional service fees will all be billed and mailed separately. Those homeowners enrolled in ACH services will not be sent a statement unless they have an outstanding balance.

**Townhouse Villages at River Woods**  
**ACH Authorization Form**

\*\*\*This form **MUST** be accompanied by a **Printed Voided Check**\*\*\*

Please pay my monthly fees from my bank account automatically Yes  NO

Add  Delete  Change

Name: \_\_\_\_\_  
Unit Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email \_\_\_\_\_

**Funds Settlement Information**

Bank Name: (Checking Account Only) \_\_\_\_\_  
Account Holder Name: \_\_\_\_\_  
Account Holder Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Routing # from check (9 digits) \_\_\_\_\_  
Account # \_\_\_\_\_

In addition to paying your monthly association fees through ACH, you can pre-pay your annual Master Insurance Plan premium. An amount of your choice will be withdrawn monthly (November through September) and River Woods will write a check to Kraus Anderson when the insurance premium is due. You will be notified in August of the amount of your Homeowner's Insurance premium, as well as any balance due (or credit if you have overpaid).

I would also like to PRE-PAY my INSURANCE PREMIUM: Yes  NO   
AMOUNT TO WITHDRAW MONTHLY FOR INSURANCE PREMIUM \$ \_\_\_\_\_

I authorize Townhouse Villages at River Woods and the financial institution named above to initiate withdrawals from my checking account. **Withdrawals will only include monthly recurring charges and will not include miscellaneous charges, late fees and legal fees.** This authority will remain in effect until such time as I notify you in writing that it be canceled.

\_\_\_\_\_  
Account Owner Signature / Date

\_\_\_\_\_  
Print Name

**Directions:**

**Please attach to this form a voided check blank from the designated account and mail to River Woods, 334 River Woods Lane, Burnsville, MN 55337. Automatic payments are deducted from your account on the 1st of each month or following business day if the 1<sup>st</sup> falls on a weekend or holiday.**

**This form must be received at the River Woods office by the 20<sup>th</sup> of the month to be effective for payment of the next month's dues; this includes additions, deletions or changes.**

# Rules for Townhouse Exteriors & Common Grounds

## Planting Regulations

**Common Grounds** – No owner or resident is allowed to remove or prune any trees, shrubs, etc., without prior approval from the office. Planting on common grounds by the individual homeowner is permitted only upon written approval from the office.

**Courtyards** – All plantings require association approval. The maintenance crew cannot mow in your courtyard if your plantings are too elaborate.

**Decks and Patios with railings** – Because of possibility of injury or damage from falling flower pots, flower boxes, etc., none may be placed on top of deck/patio railings or hanging on the outside of the railings. Flower boxes hanging inside deck/patio railings are permitted, as are dual flower boxes — one inside, one outside the railing — connected by firm metal support brackets over the railing.

**General Planting Rules** – flowers or other plants that require trellis support or like framework are not permitted.

## Regulations Applying to Common Grounds and Courtyards

**Additions or Alterations** of the existing structures by individual homeowners is not permitted without prior approval from the ACC and Board.

**Mailboxes** are the property of the United States Postal Service, and no additions or alterations are permitted. If you are going to be gone for an extended period, please arrange with someone to take in your mail, or contact the Post Office for a hold. For any issues with the mailbox key or lock, contact the Burnsville Post Office.

**Pet Regulations:** Pets are not permitted on the common grounds unless leashed and attended. There is a limit of two pets per unit. The Burnsville leash laws will be enforced by the HOA. The City of Burnsville's Animal Control has been given permission by the HOA Board of Directors to enter River Woods at any time and pick up any dog found running loose or to answer complaints by residents concerning pets. No leashes are to be attached to common grounds or units. Defecation by pets must be picked up and properly disposed of by the pet's owner immediately. Pet owners should take plastic baggies with them when they are walking their pets. You are responsible for cleaning up after your pets. Failure to comply could result in daily fines. Aggressive/vicious animals that may be a danger to other pets or people are not allowed. If your pet bites a person or domesticated animal, or causes injury to either, your pet will need to be permanently removed from the Association regardless of any city or animal control guidelines. Pets are not to be left unattended on decks for lengthy periods of time. There should be no urination or defecation on decks.

There will be one warning documented in an owner's account for any pet-related incident including, but not limited to, defecation not immediately cleaned up, or an unleashed pet. The fine for the 2nd incident is \$25 and the fine increases by \$25 for each subsequent violation. Fines cannot exceed \$500 in any calendar year: if they do, you will be required to remove the pet from Townhouse Villages at River Woods Association. All costs associated with the collection and legal action regarding pets are the responsibility of the unit owner to pay and will be assessed to their unit's account.



Burnsville ordinances require all dogs, cats and ferrets over six months old to be vaccinated against rabies. Dogs and cats are required to have some form of identification (tags, collars, microchips, etc.)

When owners do not clean up their dogs' defecation, all owners can suffer by stepping in the defecation and be offended by the odor that goes with it. It also prevents the crew from properly completing their maintenance in those areas. The Board asks all owners to help in resolving this issue and report any issues to the River Woods office. This pertains to courtyards and woods as well.

**Garbage** from both standard and recycling bins is collected on Wednesday mornings, starting at 6 a.m. Please place your garbage in closed bins 6 feet out from the garage and separated by at least 3 feet. If the garbage should become scattered, it is the homeowner's responsibility to clean it up. Garbage bins are not permitted on the common grounds, nor may they be left on driveways, except on regular collection days or the evening before collection day. On some weeks with holidays, garbage will be picked up on Thursdays instead of Wednesdays. This will be noted on the website calendar each month. Your bin(s) must be removed from the common grounds (that is, replaced inside your garage) by noon of the day following collection. As bins staying on common grounds long term are unsightly, any bins not removed from the common grounds by noon of the day following scheduled collection will be removed by the River Woods crew and brought to either the office area or the holding area for storage. Owners whose bins have been removed may retrieve them at no cost by making arrangements with the HOA office or Grounds Manager to pick them up. If owners wish the crew to return the bins to their home, the delivery fee will be \$10.

**Littering:** If homeowners leave litter on the common grounds – trash, old furniture, etc. – for more than 24 hours, the litter will be removed by the crew or a sub-contractor (depending on the size of the litter), with removal costs assessed to the unit, plus an additional \$50 fine for littering.

**Residential parking:** Up to two vehicles may usually be parked in front of a double garage door, depending on location of the unit and what space is available. One vehicle may be parked in front of a one-car garage. Additional parking spaces are provided **FOR GUEST PARKING ONLY**. Car maintenance on HOA property is not permitted. No business/commercial vehicles or recreational vehicles such as campers, boats, trailers etc., are allowed on common grounds, including driveways and in front of garage doors. No vehicles with expired tabs or missing plates are permitted. Any vehicles parking on common grounds must be operable. No parking is permitted on grass, sidewalks, or fire lanes. You may not block another unit's access. **No resident parking is allowed in guest parking areas. Violations may result in immediate towing or a tag with a warning that a vehicle will be towed within 24 hours.**

**Garage Doors** must be closed. Open garage doors are unsightly and attract vandalism and theft as well as vermin. With the high density of homes in River Woods, and limited parking space, please try to be considerate of your neighbors and park your vehicles in your garage instead of outside for long periods of time.

## **Regulations on Additions or Alterations to the Home, Garage, Exterior, Patio, or Privacy Fence**

**Painting or Staining** of the exterior of the home, garage, patio or fence by individual homeowners is not permitted. Painting/staining of your unit is the responsibility of the Association, done on a scheduled cycle. Minor touchups are permitted, providing the same paint or stain as the original is used. Paint or stain for this purpose can usually be obtained from the HOA office. To get paint or stain from the office, call or email with your request for paint and let us know what you will be painting (e.g., trim boards, siding, or deck) and your unit number. It will be delivered to your unit as soon as we can, if we have it available. Paint for the season is ordered in May or June, depending upon weather, and may run out by the end of season. Please allow several days for response. You may need to wait if your color is not available when you ask for it. Unused paint or stain must be returned the office; frozen paint will not be accepted.

**All patio, courtyard and deck alterations or additions must** have prior approval, in writing, by the Architectural Control Committee (ACC).

**No building, fence or gate may be added** to the existing structures without written approval from the ACC.

**Shades, Awnings, Tents, and Screen Houses and rollup sun shades** may not be attached to the exterior of the home, garage or to the patio fence. Shade umbrellas must be removable. Decks or balconies are not to be used for household storage area. Retractable sun-setters are not allowed without approval in writing from the ACC. No shade huts of any kind allowed on decks.

**Antennas, weathervanes, pennants, insignia, emblems, or name signs** may not be attached to the exterior of the home, garage or to the patio fence. Nor may they be visible above the patio fence.

**Satellite dishes:** All exterior changes must be approved and requested through the office prior to installation. Specifications are available from the office. **No dish may be installed on roofs.**

**American flags or State of Minnesota flags** may be displayed on the garage or patio.

**No additional permanent exterior lighting** is permitted without prior approval of the ACC.

**Lights and decorations** are permitted on patios or decks for specific occasions, such as holidays or parties. They must be removed after the occasion. Holiday lights may be lit from November 21 through January 17, but must be turned off by 10 p.m. Christmas trees must be properly disposed of by January 20 and must not be stored on decks or disposed of on common grounds. Do not put Christmas tree out for collection with the trash. The Association will remove your Christmas trees free of charge; just email/call the office. All decorations, lights and stands must be removed. **NO Tiki Torches or Chinese lanterns may be on deck patios or yards.**

**No clothes lines** may be attached to the exterior of the house, garage, or patio fence.

**Hanging swings or swing sets** are not permitted on decks, courtyards, patios, or common grounds.

**Recreational equipment** must be removed after use. For example, volleyball and badminton nets must be removed after the game is over. This also includes bikes, toys, pools, and other playing items. You may not damage the grounds with skateboards and bikes by riding on lawns and down grassy hills. The cost to repair any damage will be charged to the account of the unit whose owner, resident or guest causes the damage. **Articles left on common grounds for 24 hours may be collected by the River Woods staff, held up to 24 hours and then disposed of if not claimed by the homeowners.**

**Outside Surveillance Cameras** are permitted **with prior approval of the ACC**. (Doorbell replacement cameras, such as Ring, do not require ACC approval). However, to be approved, outdoor cameras must follow the following guidelines: They cannot be aimed at neighbors' homes; No tracking motion (the cameras often get stuck and don't reset); no flood lights; no cords showing on outside of building (place cords behind siding); no colors other than black or brown. Cameras in your own courtyards are OK as long as they are aimed only at your private area. Cameras may be mounted only on your side of a wall or fence, on your own individual unit or garage, and are not allowed on decks.

## River Woods Pool Rules 2024

### Pool Hours

The pool will be open the weekend of June 8 – 9, weather permitting, and will be open through Labor Day. Daily hours are 10 a.m. to 8 p.m., weather permitting. Any day that ambient temperatures are below 70 degrees, the pool will be closed. The pool may also be closed due to chemical imbalance or hazards within the pool area, such as broken glass. **If the large red flag is up inside the pool area, the pool is closed.**

No playing of music is permitted at the pool. If you wish to listen to music, please use earphones or ear buds.

**Entry into the Pool** - A pool tag is required for admittance into the pool area, as well as signing in for your unit. Tags **MUST** be shown to the pool monitor when entering the pool area. No exceptions. **NO TAG, NO ENTRANCE!** New owners, upon entering the pool area, must present an ID with address or a utility billing with name and address to obtain a tag. One tag per unit is allowed. Replacement tags may be purchased, with an ID and address verification. The fee is \$5.00 for the replacement tag. One tag per unit.

### Residents:

Authorized residents of the River Woods Association are given a tag that permits them to use the pool.

### Guests:

Each Unit is allowed to bring immediate family members, such as children and grandchildren.

No large parties are permitted at the pool.

### **NO GLASS IN POOL AREA, NO EXCEPTIONS!**

State and local laws state that due to the tendency of glassware and similar materials to shatter on impact, they shall **NOT** be allowed within the pool enclosure. **ALL COOLERS WILL BE INSPECTED BEFORE ENTRY IS PERMITTED.**

### Young Swimmers:

Children 15 and under **MUST** be accompanied by an adult (18 or older):

Older children/siblings will not be allowed to babysit in the pool area. **It is not the responsibility of the HOA to provide a babysitter for unattended children.**

**Sanitizing of pool furnishings** is up to those using the pool. Sanitizing wipes will be provided if available.

### Swim Attire:

Proper swim attire must be worn.

No cut-offs are allowed, because threads clog the filters.

No colored shirts.

Babies **MUST** wear a swim diaper.

### Behavior

No running or horseplay is permitted, including, but not limited to, running, rough play, forced submerging of another swimmer, or throwing balls from one end of the pool to the other.

Please be considerate of others using the pool and pool area.

### **Large Buoyant Objects & Toys**

Due to limited pool size, the use of air mattresses, rafts, tubes and pool noodles will be limited, based on capacity. You may be asked to remove pool items if there is not enough space.

### **Excessive Noise & Language:**

No excessive yelling or screaming.

No use of foul or profane language.

No audible music. Headphones/earphones or ear buds may be worn.

### **Smoking**

Smoking is allowed in the pool area, in designated areas only.

Place cigarette butts in the stone ashtrays or one given by the pool monitor.

### **Alcohol or Illegal Drugs**

No alcohol is allowed within the pool enclosure. **Pool monitors will inspect all coolers.** If you have alcoholic beverages in your cooler, you will be asked to leave the pool area. Please be patient with our monitors if they ask to see your container(s). It can be very difficult to tell an alcoholic drink from a non-alcoholic drink.

No illegal drugs are allowed in the pool area. Anyone believed to be under the influence may be asked to leave the pool area.

### **Pets**

No pets are allowed in the pool area. If pets are found in the pool area, animal control will be called, and the pet removed.

### **Pool Monitors**

#### **POOL MONITORS ARE NOT LIFEGUARDS!**

Residents must respect the authority and personal boundaries of the pool monitor. If not, the unit will be suspended from the pool.

Monitors reserve the right to ask anyone to vacate the pool area for any reason, including, but not limited to, making monitors or others feel uncomfortable by their behavior, inability to follow pool etiquette or violating pool rules.

Homeowners are **not allowed** to request that a monitor assist them in the application of sunblock or in any other manner requiring physical touch.

The pool monitor is acting on behalf of the Association, making sure the rules are properly enforced for your safety as well as that of your fellow homeowners.

**Those residents who violate the Association rules and regulations or who are in arrears with their monthly association dues/maintenance payments will be suspended from using the pool.**

#### **Penalties for pool violations will be handled on a case by case situation. Possible consequences:**

- Immediate ejection from pool area.
- Written notice of violation will be sent.
- Suspension of the use of facilities for up to 60 days.
- Pool tag will be confiscated for flagrant/repeated violations.
- Fines

## Homeowner Guidelines for Architectural Change Requests

The following guidelines are designed to save time with potential questions on construction and other actions that require approval by the ACC.

**Exterior stains** must match the color of your unit or trim.

**Gates** must be stained the same color as the privacy fence. The same type of construction and design must be used. Privacy fences must be made to extend so that the gate is at right angles to the garage. Gates must open into the courtyard.

**Patios:** To ensure the privacy of each homeowner, the maximum length of the patio cannot extend past the homeowner's property line. In most cases, building permits must be obtained from the City of Burnsville for this work to be completed.

**Storm Doors** are permitted with the approval of the ACC.

**Propane tank gas grills and electric grills are permitted on decks.** Installations involving exterior gas lines are not permitted, nor are charcoal grills on decks, which are also prohibited by the city of Burnsville.

**Fire pits and other recreational fires:** No permanent ground fire pits are permitted on the common grounds. Per city ordinances, fire pits of any type, including portable fire pits, can be no closer than 25 feet from combustible materials, such as fences, houses, etc., nor closer than 15 feet from the Association property line.

## Approval Procedure for Architectural Changes

1. Contact the HOA Office, get the *Architectural Request Form* from the *Specifications, Forms and Vendors* tab of the Association's website or look in your directory for the proper form.
2. Complete the form and enclose plans according to the instructions, then return them to the office.
3. The form will be returned within 45 days with approval, denial or recommended changes. **No architectural changes may be initiated without written approval of the request by the ACC.**
4. The ACC will review the finished product to ensure conformance with the approved written plans.

Homeowners may appeal any decision of the ACC at the next regularly scheduled meeting of the Board of Directors. (The Board regularly meets the third Tuesday of each month except for December and June.)



# ARCHITECTURAL REQUEST FORM

To assist the Architectural Control Committee (ACC) in making a decision, please be as specific as possible about your request. Look through the following list and include the appropriate information concerning your request.

Area around Unit to be Changed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purpose and/or Reason for the Request \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Complete Scale Drawing/Picture of Work – On Back or Attach Extra Sheet

Length, Width, Height, Other Appropriate Size Dimensions \_\_\_\_\_  
\_\_\_\_\_

Material to be Used \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Design, Style \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Color \_\_\_\_\_

Company Name and/or Brand \_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_  
(Signature)

Unit# \_\_\_\_\_ Phone# \_\_\_\_\_ Date \_\_\_\_\_

The ACC allows three months for completion of work. If the work is not complete within that time, the request must be resubmitted to the committee. Requests must be in by the 23<sup>rd</sup> of the month to be considered at the next monthly meeting.

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## For Office Use Only

Date ACC Reviewed \_\_\_\_\_ Approved \_\_\_\_\_ Not Approved \_\_\_\_\_

Completion Date By \_\_\_\_\_ Rep. Checked Date \_\_\_\_\_

Chair \_\_\_\_\_ Rep. Approval Yes \_\_\_\_\_ No \_\_\_\_\_



## **Procedure for Handling Violations of Rules and Regulations**

### **(Except Parking Violations)**

Residents wishing to make complaints should submit a written complaint to the office. All complaints are kept confidential and on file. Upon receipt of a formal complaint, the situation will be reviewed, and if a violation of HOA rules is found, an email or letter will be sent to the violator asking them to correct the problem by a specified date. If problem is not corrected by the specified date, a series of notices, which may include increasing fines against the unit, will be issued. If those fines are not paid, ultimately the Association, as authorized in the Declaration of Covenants, may initiate a foreclosure procedure on the unit.

#### **Possible Other Actions that can be taken include:**

Notifying and issuing a complaint to the Animal Control or the City Health Inspector.

Suspending all use of the pool.

Legal Action.

**NOTE:** Residents are responsible for violations of Common Grounds rules committed by their guests or occupants. Violations committed by guests or occupants will be handled as though the homeowner committed them.

#### **Owner's Right to Hearing**

Before the imposition of certain remedies by the Board authorized by the Declaration, Bylaws and these Rules and Regulations, the Board (or a committee appointed by it) shall, upon written request of the offender, grant the offender an opportunity for a fair and equitable hearing. The offender shall be given notice of the nature of the violation and the right to a hearing, and 10 days within which to request a hearing. An owner's request for a hearing shall be made in writing to the Board (a *Request for Hearing Form* is published on the Association's website) and shall be delivered to the office or by email to river\_woods@comcast.net. Such a request must be received by the Board no later than 10 days after the date of the violation notice. The hearing will be held at the next regularly scheduled Board meeting (currently the 3rd Tuesday of each month), unless the next-regularly-scheduled Board meeting is sooner than 7 days from the owner's request for a hearing, in which case the hearing will be held at the next regularly scheduled Board meeting. If the offender fails to timely request a hearing or appear at a hearing, the right to a hearing shall be waived and the Board shall take action as it deems appropriate. The decision of the Board and the rules for conduct of hearings established by the Board shall be final and binding on all parties. The Board's decision shall be delivered to the offender in writing within 10 days of the hearing, if not delivered to the offender at the hearing.

#### **Parking Violations**

Special areas have been set aside for guest parking. The use of these areas by homeowners/residents to park vehicles is **not** permitted. All vehicles parked on common grounds (including roadways, vegetated areas, driving lanes, or on driveways on common grounds) are subject to the following:

1. Vehicles in violation may be tagged or towed. Some violations will result in immediate towing, such as parking in a fire lane, common driving lane, on grass or grounds, blocking another driveway or a homeowner parked in guest parking. Two cars may park in front of a two-car garage and one car in front of a one-car garage, as long as a driving lane is not impeded. Inoperable vehicles or vehicles with expired tabs are subject to immediate towing.

2. If a tagged vehicle has not been moved within 24 hours, or if the vehicle returns any time to a prohibited spot after being tagged, it will be subject to being towed away at owner's expense with no further notification.
3. If removal of the vehicle by the Association's agent is interfered with, the resident will be liable for costs incurred.
4. Towing: Only the Grounds Manager has the authority to call Captain Towing and have a vehicle towed and impounded. If your vehicle is towed, you should call 952-856-2901 to arrange for retrieval.
5. Vehicles parked in roadways or driving lanes and/or causing an obstruction during periods of snow removal and/or grounds maintenance may be towed away without notice at owner's expense. Guest parking areas should be cleared of vehicles after a snowfall so the crew can push the snow.
6. No vehicle maintenance, repair, or refinishing is allowed anywhere in the River Woods HOA, including owners' garages.

## Summary of Maintenance Services the HOA Provides

### **Lawn Service**

Spring and fall cleanup: Raking leaves, gathering debris, sweeping walks etc. The collection of leaves will happen many times during the fall season.

**Fertilizing:** Twice each growing season.

**Weed control:** Twice each growing season.

**Seeding and sodding:** On common grounds as needed.

**Mowing:** As often as necessary for a well-kept appearance – minimum of once a week except during dry spells. Walks to be free of grass clippings.

**Edging sidewalks:** once a year.

**Trimming** around all buildings, trees, etc., as needed while mowing.

**Trees and shrubs:** Sprayed as needed for pest control; shrubs pruned once a year; trees trimmed as needed during the winter. Trees tagged by the River Woods staff as diseased or causing a hazard, or trees tagged for removal by the City of Burnsville, will be removed and, if appropriate, replaced.

### **Snow plowing/snow shoveling**

#### **Streets and Driveways**

Snowfalls exceeding two inches will be plowed within 12 hours after the snow stops falling.

We will open main drives as weather permits during snow.

Salt/sanding will be done as necessary.

Clear access ways to all fire hydrants within 48 hours.

**Shoveling:** Walkways: (a path of sidewalk running to the front door of the townhouses or to the mailboxes). Detached garage units are tended to first. Walkways will be cleared of snow as soon as possible after the snowfall has subsided, weather conditions permitting. Icy walks and steps will be attended to as soon as possible, throughout the snow event. All residents may request salt, via email, to distribute on sidewalks when slippery. Residents may request a saltshaker. Do not discard them after use; please keep them for refills.

**Damages:** All damages resulting from snow plowing activities will be repaired at the end of the season unless such damage renders the part inoperable.

### **Swimming Pool**

Spring start-up and fall shutdown.

Daily service such as vacuuming, cleaning the pool area, and chemical addition.

Pool is monitored during open hours.

### **Refuse Service**

Pickup starts at 6 a.m. Wednesday each week, except certain weeks with holidays, when pickup starts at 6 a.m. Thursdays. (Thursday pickups are noted on the monthly calendar published on the HOA website.) Both garbage and recycling bins can be put out each week.

Containers may be set out the night before collection and must be returned to garages the day of collection.

Call or email the office to make arrangements for missed pick-ups ASAP.

Waste that overflows the bins will not be picked up. Call Aspen Waste Systems (612) 884-8000 for pickup of excess garbage or larger items such as additional bags that do not fit inside waste/recycling containers, furniture, wood, etc. This may cost you an extra fee from Aspen.

Call the office to have your Christmas tree picked up for free. Do not call Aspen.

### **Miscellaneous**

Sweep driveways once a year.

Sport Courts – maintained and clean of debris

2024 Maintenance Request Form  
Maintenance Deficiency or Suggestion  
Grounds Items Only

***This request must be returned by May 12th 2024 to be considered for the 2024 summer season.***  
**All information must be completed!**

<b>Date:</b>	
<b>Name:</b>	<b>Unit#</b>
<b>Email Address:</b>	

<input type="checkbox"/> Trees	<input type="checkbox"/> Shrubs
<input type="checkbox"/> Mowing	<input type="checkbox"/> Sidewalk
<input type="checkbox"/> Trimming	<input type="checkbox"/> Drive
<input type="checkbox"/> Weeds	<input type="checkbox"/> Landscape

\*\* Please understand this is a REQUEST.....We will fit in every project possible pending budget and time restraints.  
You will be notified around mid June via email - so be sure to include your email!  
We will let you know at that time if we can honor the request.

**Please Explain: Request**

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**Suggestions to be Made:**

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**Myself (the homeowner) will do the following:**

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**Recommendations or comments from Grounds Manager:**

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Yes \_\_\_\_\_ No \_\_\_\_\_

**Work will be done:** \_\_\_\_\_ **Work Denied:** \_\_\_\_\_

## Rules for Rental of Units and Rooms

### Rental of Units

Per the restatement of the Declaration of Covenants of June 15, 1994, any lease or rental of a unit purchased after August 4, 1994, will be considered a violation of the Declaration of Covenants. Such violation will result in fines assessed against the unit and/or foreclosure proceedings.

Units purchased before that date may be leased or rented subject to the rules contained in *The Corporate Resolution for Townhouse Villages at River Woods Homes Association* (effective on 9/17/2018), a copy of which is available on the Association's website ([myriverwood.org/Documents](http://myriverwood.org/Documents) under the title, *Renter and Roommate Resolution*).

Both owners and renters should read the rules in this document carefully, as violations will result in fines and/or legal action.

Prior to rental of a unit, owners must fill out and submit the Unit Lease/Rental Form (located on the Association website), and secure approval of both lease agreement and renter from the Board of Directors, per the Resolution.

Note that the City of Burnsville requires a rental license for any townhouse rented in the city, and a copy of that license must be included with your *Unit Lease/Rental Form*. Applications for a rental license are available on the City of Burnsville website. (<https://www.burnsvillemn.gov/1291/Rental-Licensing-and-Inspections>)

### Rental of Rooms

All units, regardless of when purchased, may lease/rent individual rooms, subject to the rules contained in *The Corporate Resolution for Townhouse Villages at River Woods Homes Association* (effective on 9/17/2018), a copy of which is available on the Association's website ([myriverwood.org/Documents](http://myriverwood.org/Documents) under the title, *Renter and Roommate Resolution*).

As with unit rentals, both owners and renters should read the rules in this document carefully, as violations will result in fines and/or legal action.

Prior to rental of a unit, owners must fill out and submit the *Roommate/Occupant Rental Form* (located on the Association website), and secure approval of both lease agreement and renter from the Board of Directors, per the Resolution.

To rent or lease a room, **the owner must also reside at the property** along with any roommate or other occupant.

Note that in both cases, getting approval of the Board requires a paid background check of prospective renters by a recognized valid background-checking firm.

## Maintenance

**Maintenance** is divided into two main groups:

1. **Major upkeep:** This includes such items as staining/painting of dwellings, road resurfacing, re-shingling of roofs, common property sewer main repair, and major modifications to the common grounds. This is usually done by outside contractors.
2. **Day-to-day common property upkeep and repair:** This includes such items as lawn mowing, trimming, weed control, snow plowing, sidewalk shoveling, etc. This is usually done by River Woods' employees.

**Courtyards** are the responsibility of the homeowner. The association offers three services to homeowners who have a courtyard; mowing, pruning, and chemical applications (fertilizer and weed kill). To receive these services, you must provide a written request to the office declaring what you want and don't want done. If no request is received, there will be no work done to your courtyard. Please keep in mind, no courtyard work will be done if there are any dog droppings, lawn furniture that interferes with services, toys, etc., present. The Courtyard Signup form is available on the HOA website or from the office. The services are standardized and cannot be customized to individual unit owner preferences.

**Lawn Watering:** The HOA loans hoses and sprinklers for units upon request, if available. These are to be used by the homeowners to water areas within reach of the hose. (Homeowners watering common grounds will be reimbursed for the cost of the water consumed that exceeds their winter monthly bill.) To receive water reimbursements, your May through November monthly water billings must be received by December 31<sup>st</sup> of the year; they will be paid in January.

**Lights:** The HOA will replace burned-out bulbs on the garage fixtures and light poles on the common grounds. Please email/call into the HOA office when you see an outage

**Questions or Problems:** Please email/call the HOA office. Do not make requests of members of the crew. They report to the Grounds Manager and are authorized to do only what he instructs them to do. Also, some of the crew do not speak English fluently and may not understand any requests you make; call/email the office or the Grounds Manager with any requests.

**Borrowing Equipment:** The HOA does not loan out Association tools and equipment (other than hoses and sprinklers) to homeowners.

## Individual Homeowner / River Woods HOA Responsibilities

### Responsibility of Individual Homeowners on their private lot

Repair all exterior surfaces of the owner's lot, including, but not limited to, replacing and/or the refinishing of siding, windows, decks and membranes, residence doors, fences, patios, garages and garage membranes, garage doors, light fixtures, globes, gutters, and courtyards.  
All interior maintenance to the townhouse and garage.

Removal of snow/ice from decks and patios, as well as removing leaves from clogged gutters. The HOA can perform these services for an extra cost – visit the website for information and a request form (*Fall and Winter Maintenance Request*, in the *Specification/Forms and Vendors* tab) to sign up for services. If homeowners shovel their decks onto drives – PLEASE – notify the office first to make sure it can be cleared. Driving over the snow packs it down, which turns to ice, causing issues and is very difficult to clean up.

All private property of the homeowner, whether inside or outside of home.

Damage to townhouse or garage from any cause (except to the extent covered by insurance payable to the HOA) is the responsibility of the individual homeowner. The River Woods HOA, however, has the right to repair or replace any damage or deterioration to the townhouse, garage or landscaping at the owner's expense if not done promptly by the homeowner.

Repair or replacement of lawns, trees, shrubs, water, lights, mailboxes/stands or other common grounds facilities should a guest, resident or animal of the owner cause such damage by intent or accident. The homeowner whose guest, resident or animal causes such damage will be assessed for the cost of repair and these costs will become part of a special assessment against the homeowner's unit. Residents should report to the HOA office any damage observed.

### HOA responsibility on Common Grounds

All areas, lawns, trees, shrubs etc., to be maintained as needed to provide a proper level of health and beauty. **This excludes watering in areas not served by the underground sprinkling system.**

Trees, shrubs, and other plantings to be kept trimmed or to be replaced as needed.

Provide for annual opening, operation and closing of the pool, sports court, putting green and upkeep of the fencing, buildings and operating equipment associated with the pool, putting green and sports court.

Maintain ponds and woods.

Maintain street signs, walkways, paths, benches, light stands and retaining walls.

Repair or replace all blacktop streets and repair or replace all common grounds' cement walks on a scheduled basis or as needed.

Repair or replace water and sewer lines on common grounds up to utility split to line of homeowner.



## **HOA Responsibility on Private Property**

Paint trim, doors, paint/stain wooden siding of townhouses, garages, wood deck railings, and fences that have been previously stained/painted on a scheduled basis (approximately every 8 years).

Replace light bulbs on garages on the street side.

Mow lawns, shovel snow, and apply salt, from walk-in enclosed courtyards whose owners so request by filling out the appropriate request form and submitting it to the HOA office each year - provided there are no animals, toys, lawn furniture, dog defecation or other obstructions in the courtyard at the time the grounds crew needs to mow or shovel snow. If there are obstructions in the area, or if gate is locked, that area will be bypassed until the next normal mowing or shoveling time.

Remove snow from sidewalks and driveways. Removal of snow shoveled from roofs and decks is the responsibility of the homeowner.

Trim all trees from rooflines on common grounds side.

Replacement of roof shingles every 20-30 years. Note that this is the ONLY responsibility the Association has as far as roof maintenance is concerned. All other roof maintenance, such as ice dam mitigation, is the responsibility of the homeowner.