



HOMEOWNERS ASSOCIATION
P.O. BOX 385758
BLOOMINGTON, MN 55438-5758

June 30, 2022

Dear Homeowner:

Attached is the most recent copy of the Association's Architectural Control Guidelines and Procedures and Rules and Regulations. The Board recently updated these documents to streamline the topics, eliminate duplicity, and promote a welcoming, attractive, and safe community. Listed below are a summary of the changes that have been made.

- Eliminated duplicity between the Architectural Control Guidelines and Rules and Regulations.
- Simplified and clarified the guidelines and rules.
- Applied consistent formatting across the full document.

Changes have also been made to the Governing of West Park Hills Homeowners' Association document as follows:

- Added "Insurance: HO6 Policy"

West Park Hills Homeowners' Association Board



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WEST PARK HILLS HOMEOWNERS' ASSOCIATION

ARCHITECTURAL CONTROL GUIDELINES AND PROCEDURES

AND

RULES AND REGULATIONS



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The Governing of West Park Hills Homeowners' Association
The following provides a guideline for the Association's Maintenance Responsibilities

Item Maintenance Responsibility		
Item	Homeowner Responsibility	Association Responsibility
Insurance: HO6 Policy	Covers contents and liability coverage of events inside homeowner unit and \$20K master policy deductible	HOA master policy. Damages normally covered by homeowners' insurance shall be excluded from the Association's responsibility
Air Conditioner	X	
Blacktop		X
Chimney Repair	Cleaning & replacing the flue	Maintain brick and exterior
Garage Apron Concrete		Association responsibility (between garage slab and asphalt driveway)
Patio Concrete	X	
Deck	Repair and replace in accordance with association standards	Paint or stain railing and ground support
Front Storm Door	Screen, glass and hardware	Replace in accordance with association standard
Front Entry Door	X	
Garage Door	X	Association replacing one to new metal door; painting as part of exterior
Sliding Glass Porch Door	Repair and replace	Paint outside trim (\$200 contribution toward new door)
Meter	Contact utility company to repair or replace	Paint to match house
Lawn, Trees, and Shrubs	Water as needed	Replace as needed
Water Line	Guidelines established by the Association	
Sewer Line	Guidelines established by the Association	
Front Steps Wrought Iron Railing	Guidelines established by the Association	X
Roof		X
Shutters, Siding, and Wood Trim		X
Windows	Repair and replace in accordance with association standards	Paint trim
Siding and Trim	Homeowner must advise association board of need for repair or replacement	Repair siding and trim as required
House Numbers		X
Landscape Timbers / Rock Beds	If located on lower-level walkout, homeowner is responsible	X
Sidewalk and Front Steps		X

Revised, June 2022



Architectural Control Objectives

As a townhouse development ages, its appeal must be maintained in order to meet competition and appreciate property values. For this reason, townhouse developments always have restrictive covenants associated with the home deed as agreed to by the purchaser. These restrictions always deal with the entire development property, that is, the exterior home structure and property outside the home. Restrictions include patio areas, ground level garden areas and driveway planting areas, even though these areas usually belong to the homeowner. The following are the basis for formulating rules dealing with the grounds areas and home exteriors. The Board of Directors has the responsibility for enforcing these rules. The objective of Architectural Control and these rules is to preserve the appearance of the overall area and the appreciation of our property.

The ultimate beauty of the area will be attained by the blending of natural terrain, building materials, and building design. It is possible that changes made by one or more homeowners would not only alter the appearance of the overall area, but also lower the dollar value of individual properties. Architectural Control Director recognizes the fact that appreciation of property and the continuing attractiveness of the area cannot be attained solely through their efforts. These objectives can only be reached through the cooperation and participation of each homeowner. Any requests for alteration and additions to the home exterior, deck, or patio, are to be addressed by the Architectural Control Director per the instructions under approval procedure.

Architectural Control Matters

If you desire to make any change to the exterior appearance of your home or yard, you must obtain the consent of the Architectural Control Director and the Board before you commence your project. Please read the following steps carefully,

Approval Procedures

1. Complete the appropriate application form. Be sure to include all information and attachments as requested on the application form. (See attached forms titled "Application for Additions and Alterations to Home Exterior", Form WPH-1, and "Landscape Request", Form WPH-2). Additional copies of the forms are



available from the Director.

2. After completing the appropriate application form, deliver it to a member of the Board.
3. Within thirty (30) days of the date shown on your written receipt, the Board will advise you whether or not your request has been approved. If the request is disapproved, the notice of disapproval will be accompanied by a brief statement explaining why the request was disapproved.
4. If your application is approved, your project must be completed strictly in accordance with the plans APPROVED by the Architectural Control Director. ALL PROJECTS SHALL BE COMPLETED WITHIN (30) DAYS OF COMMENCEMENT, unless prior approval for an extension is granted by the Board.

Penalties for not completing a project on time:

- a. A \$10.00 per day fine until the project is complete.
- b. Hiring work to be completed at the homeowner's expense.
- c. Hiring workers at the homeowner's expense to remove project and return the site to its original state.

Final options to be at the discretion of the Board of Directors.

5. If the project is not completed in accordance with the approved plans, the Board of Directors shall require that your project be redone in accordance with the approved plans. (See Section B "Failure to Comply"). The approval will be valid for twelve (12) months, after this period you must apply again.
6. If any request is disapproved by the Architectural Control Director, you may appeal to the full Board of Directors. This appeal must be in writing and in the hands of the Board of Directors 48 hours prior to the next Board meeting. If any member of the Board of Directors is the applicant, such Board member may not vote on the decision. Any decision by the Board of Directors shall be final and binding on the applicant.



7. All approved projects must comply with all applicable City of Bloomington building codes. You must apply for any required permits.

Guidelines

The following guidelines are intended to aid you in determining how the Architectural Director will act on various types of requested changes. The absence of a guideline dealing with a particular type of change should not be interpreted either as favoring or disfavoring such a change.

1. Landscaping. All landscaping projects require the approval of the Landscape Director. However, a PLANTING POLICY covering certain items has been established and is attached to the end of Part 1. For these items you do not need prior approval. This procedure applies ONLY to the items spelled out in the Planting Policy.
 - a. In addition, if any landscaping is approved, the homeowner installing the same must perform all the necessary maintenance including, but not limited to, pruning, hedge trimming, weeding, and cultivation. If the owner fails to maintain the area, the Association Board shall give Thirty (30) days notice to owner to repair and maintain area or return area to its original condition. Failure to do so shall result in either a fine or the association repairing the area to its original condition at the expense of the owner. See section B "Failure to Comply".
 - b. No climbing plants or vines will be approved for planting adjacent to walls, decks, or fireplaces. Trees having a trunk size of at least one-inch thick may be planted so long as the species of the tree and its location are approved by the Landscape Director. No tree shall be planted closer than 15 feet from the unit or deck or no closer than 10 feet from another tree (with the exception of the trees currently planted between the garages).
 - c. The following trees are strictly prohibited: Weeping willow – Russian Olive – Cottonwood – any and all fruit trees – Box Elder – Any tree that produces litter or other than normal leaf fall in autumn.
2. Storm Doors and Windows. Storm doors, patio storm doors, or storm windows must be approved by the Architectural Control Director. The color of the door or window must match the exterior of their unit. All the specifications are available



from the Architectural Control Director.

When patio or deck sliding glass doors are going to be replaced, the homeowner must apply for approval to the Architectural Control Director. The Director will inform the homeowner of the approved doors from which they can select, as they must match the existing door in type and color. Following the installation, the Architectural Control Director must check and approve the installation.

3. Decks. Deck construction must be approved by the Architectural Control Director. The Association will issue specifications upon request that must be approved by both the Association and the City of Bloomington.

The Architectural Control Director shall inspect the deck before it is painted in order that any corrections can be made at the time. Final inspection shall be done upon completion of painting. Staining of the deck floors is the responsibility of the homeowner.

The Homeowners' Association does not assume responsibility for any defects that may occur from defective workmanship on decks constructed to their unit by the homeowner. The Association is responsible for painting the deck railing and ground supports. New construction of deck railing or ground supports will be stained rather than painted. As decks are replaced, staining will apply rather than painting. All other expenses incurred are the responsibility of the homeowner.

4. Gutters. Gutters may be added to units at the owner's expense.
 - a. The homeowner must submit a request (Form WPH-6) to the Board for approval.
 - b. Maintenance – Gutters are to be maintained and repaired by the homeowner. Any damage to roof, siding or landscaping caused by the gutters and/or water runoff is the responsibility of the homeowner.
 - c. Disclosure – The homeowner must notify real estate agent when selling the home that it is the new homeowner's responsibility to maintain gutters. Buyer must sign a form agreeing to this.



5. Antennas, Emblems, Etc. Are permitted as per Declarations. Request must be submitted to the Architectural Control Director.
6. Cable TV lines. Cable TV lines must be discreetly attached to the exterior of the unit. No lines are to run over the top of the roof nor are holes to be made through roof shingles to accommodate the cable. Cable lines must be buried from the central box to the townhouse. The owner is responsible to see that the installation of these lines is in compliance.
7. Direct Broadcasting Satellite System: A written request must be submitted to the Board of Directors for review prior to the installation of a Satellite System. The request form is online at westparkhills.com under "Forms."
 - a. Satellite System may be installed only on the homeowner's area of the roof.
 - b. Any damage to the roof or building related to the installation of a satellite system will be the homeowner's responsibility for repair.
8. House Numbers. Conformity of house numbers must be maintained. House numbers are currently placed over the front door. OTHER LOCATION AND SIZES OF HOUSE NUMBERS MUST BE APPROVED BY THE ARCHITECTURAL CONTROL DIRECTOR.
9. Storage Sheds. No structure of a temporary character such as a trailer, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence or storage area, either temporarily or permanently.
10. Painting or Staining. All painting or staining to the exterior of the home or garage by a homeowner is prohibited. For small touch-up painting, however, contact the Association for paint color numbers. Deck floors are never to be painted or carpeted.
11. Barbecue Grills. Permanent barbecue grills are not to be attached to the patio or exterior of the home, garage, or deck.
12. Hot tubs. Subject to approval by the Board.



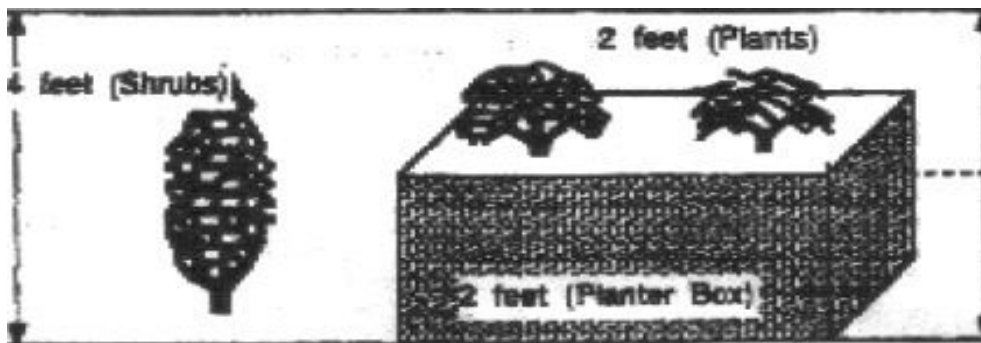
13. Extension Cords. Extended use of extension cords are not permitted except for Christmas decorations.
14. Miscellaneous Prohibited Changes or Additions that Require Special Approval of the Board of Directors.
- All window or wall air conditioners or fan units.
 - All exterior window or door coverings (plastic sheeting, woven woods, sun blinds, etc.)
 - Solar panels
 - Retractable metal or plastic shades
 - Newspaper delivery boxes

Planting Policies and Specifications

Prior authorization for the following types of planting is not necessary:

Direct "In Ground" Planting.

- The area around the tree between each driveway with permission of the sharing homeowner. (See #1 in Diagram on Page 14).



- The area immediately next to the air conditioner compressor unit, bounded by the driveway, front sidewalk and stairs. (See #2 in Diagram on Page 14).
- The area behind the lower level, walkout, forming a border along the building and/or privacy wall. The border, if the plants are in the ground, may not exceed two feet in width. (See #3 in Diagram on Page 14).



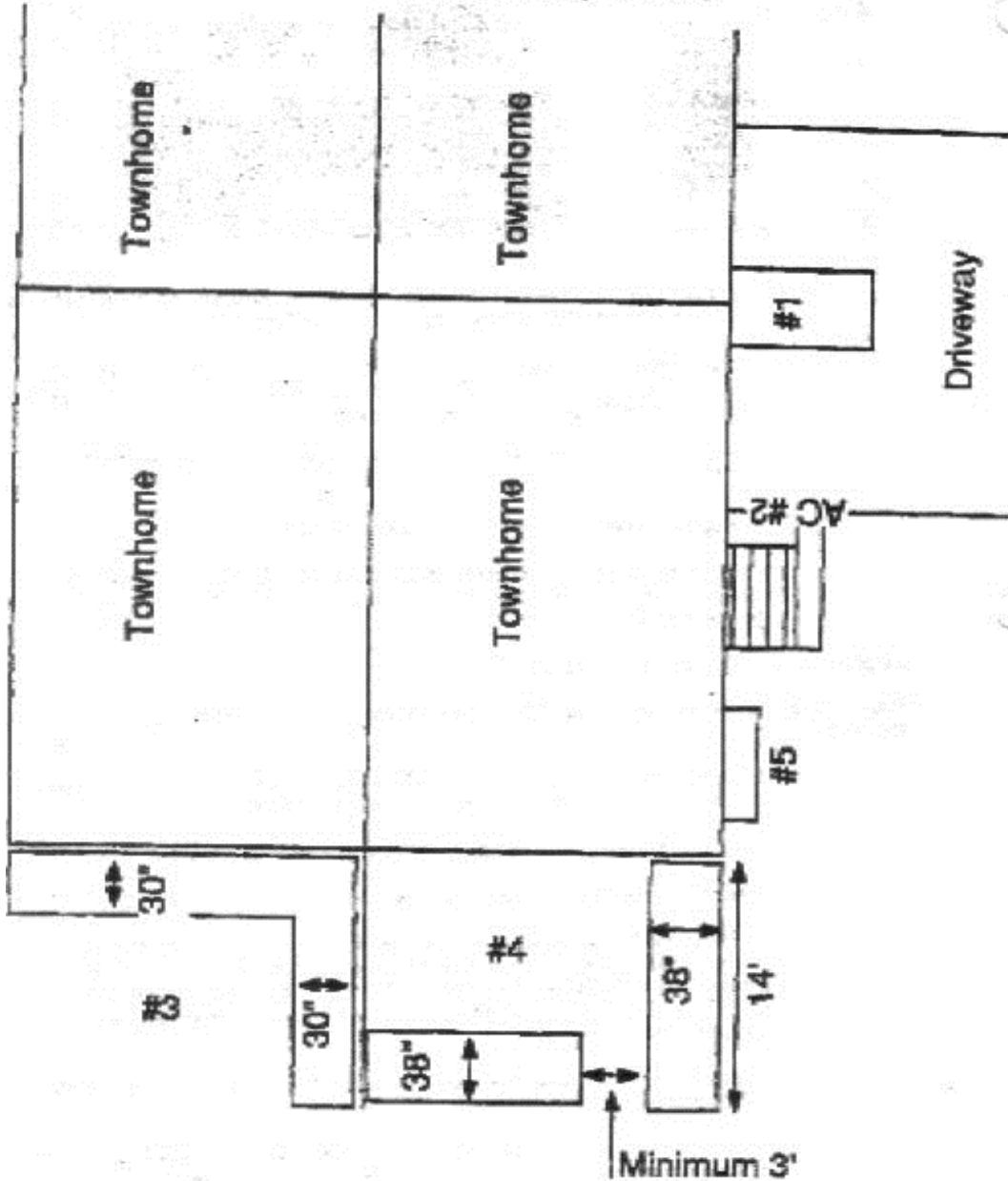
- d. In front of the fireplace, the width of the fireplace, not to exceed beyond the edging. (See #5 on Page 14).
- e. The height of the plants or shrubs must never exceed four (4) feet.)
- f. Ground level gardens must have plastic barrier (edging) between the garden and grass similar to the edging New Horizon Homes used to separate the decorative gravel from the lawn.

Construction and Planting of Planter Boxes

Planter boxes may be built as shown by #4 in Diagram on Page 14. The following are specifications:

- a. A “planter box” is defined as any flower bed that is above ground level (above grade) in a container constructed of wood, brick, stone, or decorative block.
- b. If wood is used, the wood must be pressure treated or wolmanized.
- c. Planter may not be built around the deck posts.
- d. The color the “finished product” must be in keeping with the color scheme of your building and/or painted or stained to match your building – OR – left in a natural state, WHICHEVER CONFORMS TO THE OVERALL DESIGN CONCEPT OF THE AREA. (Pressure treated wood must be painted to match the trim of your building).
- e. Planter boxes must not exceed twenty-four (24) inches in height or thirty-eight (38) inches in width.
- f. The height of the plants or shrubs must never exceed two feet. The TOTAL height of the planter box filled with flowers and shrubs must not exceed four (4) feet. (See illustration on following page)

Planting Policies and Specifications





If a planter box is constructed along the privacy wall or the townhouse wall these walls shall not be used as the back of the planter box so as to avoid any damage.

General Planting Rules

- a. The homeowner is responsible for maintaining all plants and planter boxes whether he/she installed them or a previous owner installed them.
- b. The homeowner is responsible for mowing the grass in any construction/alteration areas which cannot be reached by the riding lawnmowers. Example – fences/planter boxes constructed in such a way as to prohibit mowers from entering the patio area, the homeowner must mow any grass between the planter boxes and the townhouse.
- c. If you sell your townhouse, you must either restore the above-described areas to the condition they were in originally, or the new owner must assume the responsibility for maintenance.

Failure to Comply

Penalties for violation to the architectural control guidelines are as follows unless specifically noted elsewhere. The sanction described in this section shall be in addition to and not as substitutes for, any rights or remedies which the Association otherwise has as law and under the Declaration, By-Laws and Rules and Regulations of West Park Hills Homeowners Association. These penalties will be assessed and enforced by Architectural Control Director and the Board of Directors following determination that the violations are true. In the case of a violation by a lessee (renter), all correspondence will be directed to the owner of the unit with copies to the lessee (renter).

1. First Offense – Written warning from Committee to unit owner, giving unit owners ten (10) days from the date of the letter to correct the violation.

In the event that the unit owner does not complete the corrective measures set forth in the written warning from the Architectural Control Committee within the ten (10) days, in addition to those rights contained in the Declaration and By-Laws governing West Park Hills Home Owners Association, the Association at its option may (a) be granted the right to egress and ingress to the defaulting unit owner's unit and lot for the purposes of restoration, change, or alteration necessary to comply with the written warning from the Architectural Control



Director. The cost of such restoration, change, or alteration, including reasonable attorneys' fees shall be charged against the unit owner as a personal obligation and the Association may bring an action at law against the unit owner for collection of the same. In addition, the cost of such restoration, change, or alteration, including reasonable attorney's fees, shall be added to and become part of the assessment to which such unit owner's lot is subject and may be enforced and collected in the same manner as liens for assessments as provided in the By-Laws; (b) the Association shall also have the right to enforce, by a proceeding at law or inequity, these architectural control guidelines and if such proceeding is commenced on behalf of the Association, such defaulting owner will be responsible to reimburse the Association for all costs incurred in connection with such proceeding, including the Association's reasonable attorneys' fees.

2. Second Offence – Written warning from Architectural Control Director assessing the unit owner \$50 per offense.

In the event that the unit owner does not complete the corrective measures set forth in the written warning from the Architectural Control Director within the ten (10) days, in addition to those rights contained in the Declaration and By-Laws governing West Park Hills Home Owners Association, the Association at its option may (a) be granted the right to egress and ingress to the defaulting unit owner's unit and lot for the purposes of restoration, change, or alteration necessary to comply with the written warning from the Architectural Control Director. The cost of such restoration, change, or alteration, including reasonable attorneys' fees shall be charged against the unit owner as a personal obligation and the Association may bring an action at law against the unit owner for collection of the same. In addition, the cost of such restoration, change, or alteration, including reasonable attorney's fees, shall be added to and become part of the assessment to which such unit owner's lot is subject and may be enforced and collected in the same manner as liens for assessments as provided in the By-Laws; (b) the Association shall also have the right to enforce, by a proceeding at law or inequity, these architectural control guidelines and if such proceeding is commenced on behalf of the Association, such defaulting owner will be responsible to reimburse the Association for all costs incurred in connection with such proceeding, including the Association's reasonable



attorneys' fees; (c) all fines assessed under this section shall be added to and become part of the assessment to which the lot of the defaulting owner is subject and shall be enforced and collected in the same manner as the lien for assessments as provided in the By-Laws.

3. Third and Subsequent Offenses – In the event of gross violation of the guidelines and based on the discretion of the Board of Directors (in consultation with the Architectural Control Director) fines up to \$300 per offense may be levied for each violation.

In the event that the unit owner does not complete the corrective measures set forth in the written warning from the Architectural Control Director within the ten (10) days, in addition to those rights contained in the Declaration and By-Laws governing West Park Hills Home Owners Association, the Association at its option may (a) be granted the right to egress and ingress to the defaulting unit owner's unit and lot for the purposes of restoration, change, or alteration necessary to comply with the written warning from the Architectural Control Director. The cost of such restoration, change, or alteration, including reasonable attorneys' fees shall be charged against the unit owner as a personal obligation and the Association may bring an action at law against the unit owner for collection of the same. In addition, the cost of such restoration, change, or alteration, including reasonable attorney's fees, shall be added to and become part of the assessment to which such unit owner's lot is subject and may be enforced and collected in the same manner as liens for assessments as provided in the By-Laws; (b) the Association shall also have the right to enforce, by a proceeding at law or inequity, these architectural control guidelines and if such proceeding is commenced on behalf of the Association, such defaulting owner will be responsible to reimburse the Association for all costs incurred in connection with such proceeding, including the Association's reasonable attorneys' fees; (c) all fines assessed under this section shall be added to and become part of the assessment to which the lot of the defaulting owner is subject and shall be enforced and collected in the same manner as the lien for assessments as provided in the By-Laws.



Appeals Procedure

1. Request for Project Denied – see #6 of the Approval Procedures for this type of appeal.
2. Appealing First, Second, or Third Offense Notification of Fines – The Board of Directors will act as grievance committee to enable a homeowner who receives a fine to present any mitigating circumstances which could reduce or eliminate the fine. A homeowner will have a maximum of ten (10) days to correct the violation, pay the fine, or submit a written request for a grievance committee hearing. The grievance committee will meet with alleged violator to review the circumstances and will make appropriate recommendations.

Legal Action

The Board of Directors shall take legal action to collect payment fines.



Rules and Regulations

Mission

The mission of the WPH Homeowners Assoc. Board of Directors is to assure that the value and quality of life of the Association members, their homes and neighborhood are protected, promoted and preserved. The following rules are in place to assure that this is a family friendly, attractive, inviting, safe and successful community. If situations arise that lead to complaints from homeowners to the Board of Directors, the Board has the authority to intercede and issue a decision regarding that issue as if it was an existing rule.

Rules

1. Insurance: Homeowners are responsible for obtaining an HO6 policy which will insure personal “moveable” contents and liability coverage of events inside your unit.
2. Fireplace wood: Is to be stored inside the unit or neatly stacked in the patio area. Fireplace wood may not be stored in the yard, or on the deck. Wood stored under the deck or on the patio must be neatly stacked a minimum of six (6) inches from the privacy wall, as specified by Bloomington City regulations. The patio area should not present a fire hazard or an eyesore of any kind.
3. Outside Storage: Things may not be stored outside of your home, garage, on or beneath your deck or on the patio. This includes but is not limited to motorcycles, snowmobiles, bicycles, garbage containers, cardboard boxes and building and painting supplies. This does not refer to deck furniture. The patio area should be kept neat and orderly and not present an eyesore of any kind.
4. Clotheslines: No temporary or permanent outside clotheslines are permitted.
5. Animals and Pets: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the premises, except that the Association may develop rules for the keeping of dogs, cats or other household pets.
 - a. The maximum number of pets allowed is four.
 - b. All pets must be properly controlled by their owners at all times.
 - c. The owner of any pet is solely responsible for cleaning up after his or her pets, including both the pet owner’s yard and any other areas which his or her pet may have soiled.



- d. Any damage to the landscaping or the exterior of the home by a pet must be repaired at the expense of the pet owner within thirty (30) days.
 - e. No pet homes may be permitted outside the town home.
 - f. While outside the home, all pets must be securely tethered on a secure line which does not permit a pet to cross onto any adjoining yards, the driveways, and does not threaten, impede or endanger any delivery person or other people visiting the house.
 - g. Pets must always be leashed, and pets and leashes must be kept off lawns on grass cutting days. They must not impede lawn mowing.
 - h. Any time a pet is left tethered in a yard, a responsible person must remain in the home and be available to tend to the pet or to move the pet if necessary for lawn maintenance or nuisance complaints.
6. Respect for each other: neighbors should respect other homeowners' driveways, lawns and all property. We all need to be aware of noise limits and respect other homeowners' property.
7. Recreational Equipment: No permanent recreational equipment may be installed or affixed to a home, driveway, or yard. All damage to property resulting from any recreational use must be repaired at the expense of the homeowner.
 - a. This includes portable recreational equipment of all kinds that can be moved to various locations.
 - b. Allowed Location: Heavy portable equipment such as basketball standards must be located on the driveway. Portable athletic standards, nets, goals and other equipment cannot be located in the turnaround area or in any location that would impede use of the driveway by other homeowners, interfere with lawn care, snow removal or other forms of maintenance.
8. Wading Pools:
 - a. No permanent wading or swimming pools are permitted on lawn areas.
 - b. Portable pools can be placed on lawns from Friday at 5:00 PM until Sunday evening. They may not interfere with lawn care.
 - c. Any damage to lawns as a result of pool use is the responsibility of the homeowner.
9. Driveways/Parking:



- a. The turnaround area at the end of the driveways must always be available in the winter months in order for the snowplows to have this space for pushing snow.
 - b. The turnaround area was made for convenience while turning vehicles around. Other uses such as temporary parking in these areas is up to the residents of that driveway. No one unit has preferred or permanent use of the turnaround area. Stored, Inoperable and unlicensed vehicles must be stored within garages.
10. Vehicle Repairs: All vehicle repairs must be conducted within your garage. Any oil or gasoline spilled on the driveway must be cleaned up immediately, and any damage sustained to the driveway as a result of your activities will be repaired at your expense.
11. Recreational Vehicles: No motor homes, recreational vehicles, trailers, boats, snowmobiles, or other similar vehicles can be parked or stored on any lot unless it is kept entirely within the garage. However, any such vehicle may be temporarily parked outside the garage not to exceed forty-eight (48) hours in any thirty (30) day period for each vehicle.
12. Garbage Pickup:
 - a. All garbage containers should be placed at the curb for pickup on the scheduled collection day.
 - b. Garbage containers should be placed at the curb only on the evening prior to or on the morning of the pickup if possible.
 - c. If your garbage should be spilled onto the street, please see that it is cleaned up as quickly as possible.
 - d. All containers should be removed by 9:00PM on the night of pick up.
 - e. Garbage and trash containers cannot be kept anywhere outside of the garage.
13. Lawns:
 - a. Watering of lawns is the responsibility of each homeowner, and they are responsible for maintaining the lawn. Water and hoses are provided by the Association for this purpose.
 - b. Lawns must be kept free of anything that will impede and hinder the lawn crews.
 - c. Lawn sprinklers should be turned off by 10:00 PM daily. Bloomington City ordinances take precedence over HOA rules.
 - d. It is recommended that sprinklers should be moved every hour to conserve water and prevent overwatering.
 - e. Birdhouses bird feeders and bird baths are not allowed on lawns.



- f. No signs are allowed on lawns with the exception of for sale & for rent signs, and can be no more than 5 square feet. Other signs, not displayed on the lawn, cannot be controversial or generally offensive.
 - g. Lawn ornaments must not be on the lawns, and may not interfere with lawn maintenance or snow plowing.
14. Wind chimes: Wind chimes are permitted unless they cause a nuisance to neighbors.
15. Flags: National, celebratory and holiday flags cannot be on the lawns. Flags cannot be controversial or generally offensive.
16. Decorations: Decorations of any kind cannot be on roofs or lawns. They cannot in any way interfere with lawn mowing or snow removal.
17. Complaints: All complaints or problems concerning the homeowner's unit or area must be filed on Form WPH-3 "Request Form" and submitted to the Association Board for resolution. Phone complaints will only be accepted on an emergency basis. All forms can be found online at westparkhills.com., under Forms.
18. Resale: If it is your intention to sell your unit, you are required to notify the Board of Directors when the property is listed for sale. You are also required to request all disclosures needed for prospective purchasers. Resale Disclosure Information Form WPH-4 listed on our website at westparkhills.com., must be completed and returned to the Association upon the unit's closing. This is a requirement to close on the unit. The Association must have this form, or you will be responsible for the association dues at the townhouse address. Buyer must sign form which lists any construction/alterations to outside of townhouse which the buyer is responsible for repairs, maintenance or cleaning. For example: gutters, planter boxes. A fee will be charged for those documents which will be decided annually.
19. Homeowners and renters can access replacement copies of the West Park Hills Homeowners Association Articles of Incorporation, Covenants, Declarations, By-Laws, and the Architectural Control Guidelines and Procedures and Rules and Regulations online at our website at westparkhills.com.
20. Leasing/Rental Policy
- a. No unit may be leased for transient or hotel purposes. A tenant may not sublet.



- b. The occupancy standards established by the association governing documents apply to all residents.
- c. The lease must contain a clause that provides for the tenant to acknowledge receipt of a copy of the Association documents including the rules and regulations and the owner(s) will be held responsible for any and all violations.
- d. The homeowner must provide the Association Board with a copy of the lease along with the completed, signed and dated Tenant Information Form promptly following the execution of such lease.
- e. The homeowner is always responsible for Association dues, assessments, insurance deductibles or any other charge the Association may direct to the unit/home.

Failure to Comply

Penalties for violation of the Rules and Regulations are as follows, unless specifically noted elsewhere. The sanctions described in this section shall be in addition to, and not as substitutes for, any right or remedies which the Association otherwise has a law and under the Declaration, By-Laws and Architectural Control Guidelines of West Park Hills Homeowners' Association. These penalties will be assessed and enforced by the Rules and Regulations Director and the Board of Directors following determination that the violations are true. In the case of a violation by lessee (renter), all correspondence will be directed to the owner of the unit with copies to lessee (renter).

1. **First Offense** – Written warning from Rules and Regulations Director to unit owner, giving unit owners ten (10) days from the date of the letter to correct the violation.

In the event that the unit owner does not complete the corrective measures set forth in the written warning from the Architectural Control Director within the ten (10) days, in addition to those rights contained in the Declaration and By-Laws governing West Park Hills Homeowners' Association, the Association at its option may (a) be granted the right to egress and ingress to the defaulting unit owner's unit and lot for the purposes of restoration, change, or alteration necessary to comply with the written warning from the Architectural Control Director. The cost of such restoration, change, or alteration, including reasonable attorneys' fees shall be charged against the unit owner as a personal obligation and the Association may bring an action at law against the unit owner for collection of the same. In addition, the cost of such restoration, change, or alteration, including reasonable attorney's fees, shall be added to and become part of the assessment to which such unit owner's lot is subject and may be enforced and collected in the same manner as liens for assessments as provided in the By-Laws; (b)



the Association shall also have the right to enforce, by a proceeding at law or inequity, these architectural control guidelines and if such proceeding is commenced on behalf of the Association, such defaulting owner will be responsible to reimburse the Association for all costs incurred in connection with such proceeding, including the Association's reasonable attorneys' fees.

2. Second Offense – Written warning from Rules and Regulations Director assessing the unit owner \$50 per offense.

In the event that the unit owner does not complete the corrective measures set forth in the written warning from the Rules and Regulations Director within the ten (10) days, in addition to those rights contained in the Declaration and By-Laws governing West Park Hills Homeowners' Association, the Association at its option may (a) be granted the right to egress and ingress to the defaulting unit owner's unit and lot for the purposes of restoration, change, or alteration necessary to comply with the written warning from the Rules and Regulations Director. The cost of such restoration, change, or alteration, including reasonable attorneys' fees shall be charged against the unit owner as a personal obligation and the Association may bring an action at law against the unit owner for collection of the same. In addition, the cost of such restoration, change, or alteration, including reasonable attorney's fees, shall be added to and become part of the assessment to which such unit owner's lot is subject and may be enforced and collected in the same manner as liens for assessments as provided in the By-Laws; (b) the Association shall also have the right to enforce, by a proceeding at law or inequity, these rules and regulations and if such proceeding is commenced on behalf of the Association, such defaulting owner will be responsible to reimburse the Association for all costs incurred in connection with such proceeding, including the Association's reasonable attorneys' fees; (c) all fines assessed under this section shall be added to and become part of the assessment to which the lot of the defaulting owner is subject and shall be enforced and collected in the same manner as the lien for assessments as provided in the By-Laws.

3. Third and Subsequent Offenses – In the event of gross violation of the guidelines and based on the discretion of the Board of Directors (in consultation with the Rules and Regulations Director) fines up to \$300 per offense may be levied for each violation.

In the event that the unit owner does not complete the corrective measures set forth in the written warning from the Rules and Regulations Director within the ten (10) days, in



addition to those rights contained in the Declaration and By-Laws governing West Park Hills Homeowners' Association, the Association at its option may (a) be granted the right to egress and ingress to the defaulting unit owner's unit and lot for the purposes of restoration, change, or alteration necessary to comply with the written warning from the Rules and Regulations Director. The cost of such restoration, change, or alteration, including reasonable attorneys' fees shall be charged against the unit owner as a personal obligation and the Association may bring an action at law against the unit owner for collection of the same. In addition, the cost of such restoration, change, or alteration, including reasonable attorney's fees, shall be added to and become part of the assessment to which such unit owner's lot is subject and may be enforced and collected in the same manner as liens for assessments as provided in the By-Laws; (b) the Association shall also have the right to enforce, by a proceeding at law or inequity, these architectural control guidelines and if such proceeding is commenced on behalf of the Association, such defaulting owner will be responsible to reimburse the Association for all costs incurred in connection with such proceeding, including the Association's reasonable attorneys' fees; (c) all fines assessed under this section shall be added to and become part of the assessment to which the lot of the defaulting owner is subject and shall be enforced and collected in the same manner as the lien for assessments as provided in the By-Laws.

Appeals Procedure

1. Appealing First, Second, or Third Offense Notification or Fines The Rules Director will act as grievance committee to enable a homeowner who receives a fine to present any mitigating circumstances which could reduce or eliminate the fine. A homeowner will have a maximum of ten (10) days to correct the violation, pay the fine, or submit a written request for a grievance committee hearing. The grievance committee will meet with the alleged violator to review the circumstances and will make appropriate recommendations to the Board of Directors.

Legal Action

The Board of Directors shall take legal action to collect payment fines.

Harassment

The Board of Directors as a voluntary group should not be subjected in intimidation or harassment by any member of the Association.

Forms



HOMEOWNERS ASSOCIATION
P.O. BOX 385758
BLOOMINGTON, MN 55438-5758

Application for Additions or Alterations to Home Exterior

This form should be completed when the homeowner plans to make and additions or alterations to the home's exterior. Please return the form in the Association mailbox or by e-mailing directly to westparkhills@live.com.

Homeowner Information	
Name(s):	
Address:	
Phone Number:	Email:

Description of Addition or Alteration:

Specifications:

Type of Materials to be Used:

Color of Visible Materials:

Attach additional information that will be helpful including a plan or drawing of the Addition/Alteration. All plans or drawings must show two (2) views or three-dimensional. All applicable permits must be obtained from the City of Bloomington.

Attach a copy of the bid from your contractor.

Signature of Homeowner

Date



HOMEOWNERS ASSOCIATION
P.O. BOX 385758
BLOOMINGTON, MN 55438-5758

Landscape Request Form

This form should be completed and filed with the West Park Hills Homeowners Association by emailing directly to westparkhills@live.com or by placing in Association mailbox located near 10419 Decatur Avenue South.

Homeowner Information		
Name(s):		
Address:		
Phone Number:	Email:	Date:

Describe in detail below the type of change you wish to make: (please give complete details including exact location, etc.)

Sketch and give dimensions of the proposed change:

According to the Declarations and Covenants, you will be expected to cover the cost of added maintenance to the Association for your change.

This project will be completed in _____ days after written approval is given.



HOMEOWNERS ASSOCIATION
P.O. BOX 385758
BLOOMINGTON, MN 55438-5758

Application for Sliding Glass Door Replacement

This form should be completed and filed with the West Park Hills Homeowners Association Director to which the form applies or by emailing directly to westparkhills@live.com.

Upon receiving copies of purchase and installation receipts of sliding glass door(s), Homeowner's will be reimbursed \$200.00 per door from West Park Hills Homeowner's Association for the replacement of sliding glass door(s). The homeowner is responsible for the total billing of this work.

Homeowner Information	
Name(s):	
Address:	
Phone Number:	Email:

Sliding door to be Replaced: Upper Lower

Homeowner is responsible for glass breakage occurring during the door replacement and is responsible for the repair of such breakage or any other damage done to the homeowner's townhouse during this installation. Any further problems due to the installation of the door are also the homeowner's responsibility.

Homeowner Signature

Date

To be completed by Association:

Date Homeowner Reimbursed

Amount Reimbursed

Signature of Director



HOMEOWNERS ASSOCIATION
P.O. BOX 385758
BLOOMINGTON, MN 55438-5758

Application for Gutters to Home Exterior

This form should be completed and filed with the West Park Hills Homeowners Association Architectural Control Director or by emailing directly to westparkhills@live.com.

Homeowner Information	
Name(s):	
Address:	
Phone Number:	Email:

Description of Gutters

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Specifications

--

Type of Materials to be Used

--

Color of Visible Materials

--

Location of Gutters

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Please attach additional information that will be helpful, including a plan or drawing of the gutters and down-spout locations. Attach a copy of the bid from your contractor. Gutters must be seamless and match the trim of your home.

Signature of Homeowner

Date