



**Lohman's Amhurst**

*Homeowners Association*

**2023**

**RULES, REGULATIONS,  
POLICIES & PROCEDURES**

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# LOHMAN'S AMHURST RULES, REGULATIONS, POLICIES & PROCEDURES 2023

This Guide provides information, regulations, and policies for Homeowners/Residents. If you rent your home, make this information available to your tenants. All Homeowners/Residents are responsible for knowing, understanding, and complying with the contents of this Guide.

Because it is impossible to anticipate every situation or condition that may occur, this Guide contains valuable and general information. The Association has the right to deal with more specific situations as they occur. Any violations of these Rules, Regulations, Policies & Procedures or any of the Association's Governing Documents will result in a fine to the Homeowner by the Board of Directors.

<p><b>ASSOCIATION CONTACT:</b></p> <p>James Kraus, Association Manager                  Phone: 952-933-9747                  Email: <a href="mailto:jkraus@amhurst.org">jkraus@amhurst.org</a>                  Website: <a href="http://www.amhurst.org">www.amhurst.org</a></p>	<p><b>ASSOCIATION MAILING ADDRESS:</b></p> <p>Lohman's Amhurst Homeowners Association                  ATTN: James Kraus                  3680 Independence Ave. S.                  St. Louis Park, MN 55426-3761                  Drop Box: Rockwell Court Mailbox Cluster</p>
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<b>BOARD OF DIRECTORS:</b>				
TITLE	NAME	EMAIL	TELEPHONE	TERM ENDING
President	Linda Dingbaum	<a href="mailto:ldingbaum@gmail.com">ldingbaum@gmail.com</a>	952-933-0466	2025
Vice President	Alissa Koewler	<a href="mailto:alissa.koewler@gmail.com">alissa.koewler@gmail.com</a>	612-998-3684	2023
Vice President	Audrey Stein	<a href="mailto:audrey.stein71@yahoo.com">audrey.stein71@yahoo.com</a>	612-716-1971	2025
Treasurer	Jordana Lewis	<a href="mailto:jordanajlewis@hotmail.com">jordanajlewis@hotmail.com</a>	952-239-4147	2024
Secretary	Norma Stading	<a href="mailto:nstading@yahoo.com">nstading@yahoo.com</a>	716-812-1110	2024

The Association is governed by an elected Board of Directors consisting of five volunteer Homeowners. Directors are elected at the Annual Meeting and the board members elect their officers, typically at the December Board Meeting. Monthly Board Meetings are held on the third Tuesday of each month, unless otherwise communicated. These meetings may be attended by Homeowners only and any Homeowners attending are observers, not participants. Only board members and the manager are participants. Refer to [www.amhurst.org](http://www.amhurst.org) for changes to the meeting schedule or contact the Association for further information. Board members may be reached by email or phone as indicated above.

**ASSOCIATION COLLECTION POLICY**

Monthly Association dues are assessed and payable on the first of each month. A late fee of \$35 will be assessed after close of business on the fifth day of the month. If the balance of the account is not paid in full, including all fees, by the last day of the month, the account will be sent to the Association's attorney for collection. If payment is not received in accordance with the attorney's instructions, further collection action will begin. All attorney fees and costs are the responsibility of the Homeowner and are added to the Homeowner's account.

**ASSOCIATION DUES**

Sharper Management ("Sharper") handles much of Amhurst's accounting work. Each Homeowner has an account with Sharper for the purpose of dues and other payments that may be required. Payments are due on the first of each month. Dues for 2023 are \$345 per month. Only the following two electronic payment options are acceptable:

1. ACH (Automated Clearing House Payment): With this payment option, Sharper's bank will send a debit request to your bank account for your dues payment on the first of each month. The advantage of this method is that you do not need to do anything further once it is set up, unless your bank account changes. To set up this option, print the ACH form at [www.amhurst.org](http://www.amhurst.org), complete it, and send it to Sharper with a voided check.
2. Sharper Portal: With the Sharper Portal, you can set up recurring monthly payments (preferred) or set up one-time payments each month. To use this payment method, you will need your Sharper login information. If you have questions, contact Sharper using the information at [www.amhurst.org](http://www.amhurst.org).

**ASSOCIATION GOVERNING DOCUMENTS**

All Homeowners are provided with the Association's Bylaws and Articles of Incorporation, Declaration of Covenants, Conditions, and Restrictions at their closing. These documents are also available at [www.amhurst.org](http://www.amhurst.org).

**ATTRACTIVE NUISANCES**

Homeowners/Residents are prohibited from creating any condition on Association property that could be dangerous, including but not limited to: slides, ice rinks, trampolines, and tree swings. The Association reserves the right to demand that Homeowners/Residents dismantle any such nuisance. If the Homeowner/Resident does not comply, the Association will dismantle the nuisance, without notice, at Homeowner's expense and/or fine the Homeowner.

**COMMUNICATION TOOLS**

The Association communicates with Homeowners/Residents via [www.amhurst.org](http://www.amhurst.org), bulletin boards in each parking lot, and email. Please ensure the Association has your current and preferred email address(es). These platforms inform Homeowners/Residents of upcoming events, towing for snow removal, parking lot closings, and notices of maintenance activities. Please take note of the bulletin boards since this may be the only means of communication used for a certain issue. The page color changes when there is a new notice, so please watch for page color changes.

**DRYER VENT AND DUCTING**

Homeowners are responsible for keeping the dryer vent and ducting clean of lint. The dryer vent is located on the outside of the building, typically on the roof. Failure to maintain clean vents and ducts may cause issues for which the Homeowner is financially responsible. Issues include, but are not limited to, fire, malfunction of the vent, condensation issues (including mold and staining on walls/ceilings), and/or increased wear and tear on the dryer. Homeowners should routinely clean the dryer vent and ducts to reduce risk of fire and other issues. If your dryer vent is on your roof, you must hire a contractor/vendor to clean your dryer vent. Homeowners are not allowed to clean dryer vents that are on the roof.

**ENFORCEMENT OF OBLIGATIONS**

All Homeowners/Residents and their guests are obligated and bound to observe the provisions of the Governing Documents, the Rules and Regulations, and the Act. The Association may impose any or all of the charges, sanctions, and remedies authorized by the Governing Documents, the Rules and Regulations, or Bylaws to enforce and implement its rights and to otherwise enable it to manage and operate the Association.

**ENTRY DOORS**

The standard entry door is a 6-panel steel door and is used to enter the unit. If you have concerns, issues, or want to replace the door, contact the Association for further information. The only entry door colors allowed are Benjamin Moore's Tudor Brown, Navajo White, Red Jarrah and/or Weekend Getaway, available at Hirshfield's. The only authorized color for a screen door is dark brown. If a screen door is any other color, the Association may require that the screen door be removed, replaced, or painted to an acceptable color. All issues with screen doors (including possible heaving of the concrete inhibiting opening of the screen door) are the responsibility of the homeowner.

**EXTERIOR MAINTENANCE**

The maintenance and repair of most exterior components is the responsibility of the Association. Work is batched for cost-efficiency, so some items may not be repaired immediately. Some items that may need repair may not be completed in the current year due to budget constraints. Homeowners are not authorized to improve, maintain, or repair any part of the exterior of the home. Contact the Association if any part of your building exterior needs repair or attention, including a vendor needing access to the roof.

**EXTERIOR MODIFICATIONS**

Written proposals, with Association written approval, are required for any project to modify the exterior of the building, such as sliding glass doors, all windows, tubular skylights, satellite dishes, screen/storm doors, etc. Do not make any modification, alteration, or addition to the exterior of the building without written Association approval. Unapproved modifications are subject to dismantling and restoration, without notice by the Association, at the Homeowner's expense.

**FENCES AND GATES**

With prior written approval, Homeowners may install additional fencing or a gate which is uniform with existing fencing, at their cost, but must use an Association approved vendor and the fencing must be within their property boundaries. Homeowners are prohibited from installing fencing on Association property. The gate must be consistent with the design of the existing fences and must open in toward the unit, not out toward the sidewalk. The maintenance and repair of the gate and hardware is the responsibility of the Homeowner. Submit written requests to the Association.

**FINE POLICY**

The initial fine for a violation is \$100 and will be charged to the Homeowner's account. Recurring violations by the same Homeowner/Resident for the same offense will increase by an additional \$100 per occurrence.

**FIREPLACE GAS INSERTS**

Gas fireplace inserts are allowed. All gas lines must be buried or hidden from view and must not run along the sidewalks or walls. A permit from St. Louis Park is required for this work. If your plans call for removal of the patio or sidewalk, prior written permission and approval must be received from the Association. Please refer to the procedure listed under *Exterior Modifications*.

**FLAG POLICY**

Flags are not allowed, except for U.S. flags, which may only be displayed as follows: flags may be no larger than 3' x 5'; the bracket should be attached to a fence post, as practical so flag does not block sidewalk; flags should only be displayed from sunrise to sunset.

**GARAGE AND ESTATE SALES**

Individual garage/estate sales are not permitted at any time. The Association sponsors an annual Amhurst garage sale, typically the first Saturday in June. Placing items marked FREE by your garage, in common areas, or turf areas is prohibited. If you cannot identify a proper disposal method for unwanted items, contact the Association for assistance.

**GARBAGE, RECYCLING, AND COMPOSTING**

Trash pickup is every Thursday (7 AM-5 PM) and Recycling pickup is every other Thursday. Pickups will be delayed by one day if Thursday is a major holiday, such as Thanksgiving. See [www.amhurst.org](http://www.amhurst.org) for trash/recycling dates. Place bins out no earlier than Wednesday evening and return bins to garage no later than Thursday evening. It is unacceptable to leave bins out at any other time. Face the handle of the bins towards garage and 3 feet from other bins and the garage door. Bins cannot be picked up by the mechanical arms on the truck without at least 3 feet of clearance. All items must fit into the bin with the lid closed. Do not place any items alongside trash bins because these items will not be collected. Do not dispose of your personal trash at the pool shed. Bins are the property of the Association and are not to be removed from Amhurst. Only ordinary household trash/recycling is acceptable. Disposal of anything else will result in bin contents not being collected. These materials must be taken to a proper disposal site. Please place all garbage in securely closed plastic bags before placing into the garbage bin. If you have a large amount of trash, contact Republic Services for assistance. There may be a charge for unusual or

large items. Amhurst has No Sort recycling. All recyclables should be placed in the gray topped blue bin. See [www.amhurst.org](http://www.amhurst.org) for details. The Association offers yard waste disposal during the summer months. The bins are located at the pool shed. You must use compostable/recyclable bags. No plastic bags. Items NOT allowed in yard waste bins include: plastic pots/planters, dirt and leaves. Holiday trees and wreaths are picked up in early January. Please refer to [www.amhurst.org](http://www.amhurst.org) for details. It is illegal to put hazardous waste with your regular garbage. Contact St. Louis Park and/or Hennepin County for information and options for properly disposing of hazardous waste. Do not put batteries, pesticides, paint, paint thinner, wood preservatives, aerosols, used anti-freeze, or solvents in your garbage or down storm drains. Do not leave these materials at the pool shed.

#### **GAZEBO**

The gazebo is open and available for general use by all Residents and may be reserved by Residents for special occasions. A \$50 security deposit is required. Adult supervision is always required. Barbecue grilling is not allowed inside the gazebo. If your event includes the use of the pool, please adhere to all the pool rules. If the pool is crowded, limit your guests. All Residents and guests are expected to honor reservations for the gazebo and shall not impede use of the gazebo by persons holding the reservation. The Association reserves the right to terminate an event that violates Association rules or City ordinances. All events must be concluded and clean-up completed by 10 PM. Contact the Association to reserve the gazebo. Please respect the limited number of parking spaces within the adjoining parking lots. Ask your visiting guests to park on the city streets when attending your gathering. The Gazebo is not a play structure.

#### **HOME SALES**

The Association must be involved in the sale/refinancing of your home. Contact the Association prior to listing your home for sale to request documents, which are provided at standard industry fees paid at the time documents are provided. Please allow at least one week for turnaround of these items. Documents needed in less than one week will incur an additional rush charge. Prior to listing your home for sale, you will need to have your property inspected and obtain a Property Maintenance Certificate from St. Louis Park.

#### **INSURANCE AND DEDUCTIBLE POLICY**

Homeowners are responsible for properly insuring their personal liability and the contents of their home. If upgrades have been made to your home, check with your agent to make sure you have adequate coverage for those upgrades. You should have a loss of use clause in case you are unable to occupy your home. Homeowners must have a minimum of \$25,000 for Coverage A (Real Property) **and** a minimum of \$25,000 for Loss Assessment coverage. This will cover gaps between the Association's Master Policy (with a \$25,000 deductible) and your own HO-6 policy. The Association's policy provides replacement coverage on the structures and appropriate common property. If you rent your home, you will need to purchase a Dwelling Fire policy. An HO-6 policy is only applicable if the Homeowner lives in the Amhurst home. Check our website for a more complete description of needed coverage and how the Association's coverage works with your Homeowner's policy. You are responsible for ensuring you have adequate coverage. If you do not have adequate coverage, you could be personally responsible for the Master policy deductible of \$25,000, in addition to your own deductible. The Association will charge the entire \$25,000 Master



policy deductible to the Homeowner(s) who experiences a loss. Note that the deductible is per occurrence. The Association requires a copy of your HO-6 or fire policy at the beginning of each term year of your policy showing a minimum of \$25,000 for Coverage A (Real Property) and a minimum of \$25,000 of Loss Assessment coverage. Please email or mail a copy to the Association annually when your policy renews. Effective January 1, 2023, two weeks following an email/written request of any Board member or Property Manager for information, with no response from the Homeowner, will be followed up with a phone call to the Homeowner to confirm email address. A second written request will be sent via U.S. mail and if the Homeowner again fails to comply, a fine of \$100 will be imposed. The fine will continue at \$100 monthly until there is compliance. Contact American Family at 763-551-1074 to request a copy of the Master Policy Insurance Certificate.

#### **LANDSCAPE PROJECTS**

Minor gardening on your own property within your own patio and fence enclosure is permitted without prior approval. Check Hennepin County's website to view your property boundaries and always contact Gopher State at 811 at least 48 hours before any digging. Any landscaping, subsequent maintenance and/or improvements are the responsibility of the homeowner. If acceptable upkeep isn't maintained, the Homeowner will be warned and if no maintenance occurs, the Association will contract the work and charge the Homeowner's account. Association approval is required prior to planting a tree or large shrub. Additionally, major projects that use landscape timbers, decorative concrete stones, or changes to fence structures or patios must be submitted to the Association prior to any improvements being initiated. Any tree, shrub or major project that is unapproved and either in progress or completed is subject to dismantling and restoration by direction of the Association at the Homeowner's expense, without prior notice.

#### **LAWN CARE AND LANDSCAPING**

The lawns are mowed every Wednesday/Thursday, weather permitting. Please make sure that your personal property is removed so crews can mow properly. Yards with pets and/or feces present will not be mowed. The Homeowner may be charged for cleanup costs. Our contractor completes leaf pickup each spring and fall. They also clean around your patio area. They are responsible for cleanup of leaves and debris from planting beds, shrubs, and air conditioning enclosures. If the enclosures are filled with man-made debris and difficult to access, the crews will not clean in those areas. Please place any refuse plant material in secure compostable bags, not plastic bags, and deposit them in the bins at pool shed. Do NOT put leaves in the yard waste bins. Materials are normally received April through November, but the dates are subject to change. Do not throw this material into the woods or into your weekly garbage. Any unusual material must be disposed of properly. For assistance, please contact the Association or Republic Services at 952-941-5174.

#### **LAWN WATERING**

Amhurst is equipped with underground sprinklers which operate on timers at night throughout much of the common areas. Please treat the sprinkler system with care; do not tamper with the spray heads. If you see one stuck in the 'up' position when the system is not operating, tap it down gently. Many hard-to-reach areas and all patio areas do not receive automatic watering, thus you should water these areas to keep them green. Water with conservation in mind. Each



Homeowner/Resident is responsible for watering in their patio area. This includes the cement slab and adjacent yard, which is generally defined as the area within the unit's privacy fence. The legal definition can be found in your property's title.

#### **NATURE PATHS**

The asphalt paths are for pedestrians only: not for bicycles, in-line skates, skateboards, etc. Visibility is very poor and potential collisions injuring riders and/or walkers are a strong possibility. Do not litter. Deposit trash in the receptacles provided in the common areas, gazebo, and at the pool/tennis court area. The paths are not maintained in the winter, so use at your own risk.

#### **NOISE**

Lohman's Amhurst's Governing Documents and the City of St. Louis Park have ordinances and regulations dealing with intrusive noise. Contact the police (non-emergency: 952-924-2618) with any concerns about noise pollution and control. Note that the Association does not mediate nuisance issues between Residents.

#### **NON-RESIDENT HOMEOWNERS**

**Homeowners who do not reside in their units**, must provide the Association with the following:

1. Rental License from St. Louis Park (Required by St. Louis Park for all non-owner-occupied units)
2. Insurance Certificate showing Dwelling Coverage of at least \$25,0000 **and** Loss Assessment coverage of at least \$25,000 (annually, upon renewal)
3. Signed Lease (all pages) which must contain a clause that makes your tenant subject to the governing documents of the Association and its rules, including its Snow Removal Policy, and language indicating that breaking the Rules of the Association is a material breach of the Lease
4. Tenant information, including names, phone numbers, email addresses, and emergency contact names, phone numbers, and email addresses.

Effective January 1, 2023, two weeks following an email/written request of any Board member or Property Manager for information, with no response from the Homeowner, will be followed up with a phone call to the Homeowner to confirm email address. A second written request will be sent via U.S. mail and if the Homeowner again fails to comply, a fine of \$100 will be imposed. The fine will continue at \$100 monthly until there is compliance.

#### **OUTSIDE FAUCETS**

Your unit's outside water faucet must be shut off at the inside valve and drained every fall to prevent it from freezing and bursting. At the beginning of each winter season, close the valve inside your home's utility room or closet, open the outside faucet and drain any remaining water in the copper line. Many units have a bleeder drain cap next to the inside valve handle. When the drain cap is loosened, any remaining water in the line will drain out. You do not need to remove the cap; just break the vacuum. Some homes share an outside faucet with their neighbor and need to coordinate these procedures with that neighbor. Failure to complete this procedure will very likely cause a burst pipe. The resulting damage to your home and potentially your neighbor's home and adjoining units, is the Homeowner's financial responsibility to repair. For questions/assistance regarding the valve, contact the Association. Homeowners that have replaced these valves with frost free valves typically do not need to drain in the fall.

**PATIO USE**

Patios are to be used for their intended purpose. Keep your patio in a clean and orderly manner to present an appealing image of the Association. Sunshades that attach to the building and/or fence are not permitted. Recreational fires and wood burning fire pits are not permitted in the patio area or on Amhurst common grounds. Decorative gas fire pits are acceptable and do not require a permit.

**PETS**

The Association pet rules are designed to protect the rights of all Homeowners/Residents while offering a pet friendly community. Cats and dogs must be on a leash no longer than 6 feet. A maximum of three pets per unit is allowed. Pet behavior that results in a bite or physical harm to a human being must be reported to the City of St. Louis Park immediately. All pet feces must be picked up immediately by the pet's owner/caretaker, both in common and patio areas. Please dispose of pet waste in your garbage bin or use the pet waste stations provided by the Association at many convenient locations.

Pet houses, kennels, or other containment devices or sleeping areas for pets are not allowed outside a home. Any pet behavior, noise, or odor must be corrected by the owner/caretaker immediately, regardless of whether the behavior occurred inside or outside of a home. Failure to control the behavior, noise, or odor promptly is a violation. Violation of Pet rules may result in police action and civil penalties. In addition, the Association may impose fines of \$100 or more per incident, which will be added to the Homeowner's account. All complaints made against a pet and/or owner/caretaker must be made in writing, signed by the complainant, and mailed/emailed/delivered to the Association. Video or audio evidence of the offense may be necessary to support a complaint. In situations that are on-going and unresolved, the Association will recommend community mediation and will no longer continue to be involved in the issue. Anonymous complaints will not be acknowledged or addressed.

Pet breeding is prohibited. Should accidental conception occur, all offspring must be removed from the home and Lohman's Amhurst before the end of the ninth week following birth subject to the three-pet rule. Landlords must communicate these rules and regulations to their tenants. Landlords are accountable for actions of their tenants in this matter. Please make sure children walking dogs can control the dogs and pick up pet feces.

**POOL**

The pool opens in May and closes in September depending on the weather. Pool rules are posted at the pool. Children must be at least 12 years of age to swim without a supervising adult present. There is no lifeguard, so Homeowners/Residents use the pool at their own risk. Individuals not toilet trained or incontinent must wear diapers designed for swimming pools. The pool hours are 10 AM to 10 PM. St. Louis Park Police will be called for those in the pool outside of these designated hours. Trespassers will be prosecuted to the fullest extent of the law. Absolutely **no glass** at the pool. By state law, the pool gate must be closed and latched at all times.

**RENTERS AND GUESTS**

Any lease between a Homeowner and tenant must provide that the lessor is subject, in all respects, to the Association's Declarations, Bylaws, and Articles of Incorporation, and published Rules and Regulations. Fines may be charged for infractions. A landlord's or tenant's claim that

they did not know or understand Association rules is not acceptable. It is the Homeowner's responsibility to ensure tenants/guests are aware of, understand, and comply with all Association policies, rules and regulations.

#### **SATELLITE DISHES**

Homeowners must submit their plan to add a satellite dish to the Association for approval, prior to installation. Installation must be in an area within the Homeowner's exclusive use and control, which is defined as the patio area immediately adjacent to the living unit, out to the fence line or on the living unit. Installation on the roof or siding is allowed in instances where ground level installation will not allow signal reception. In instances where a dish must be installed on the living unit, installation on the siding is preferable to roof installation. All roof installations must use a COMMDECK™ Dish Mounting System. All cables must be hidden from view. Satellite dishes should be a neutral color to blend with Lohman's Amhurst's color scheme. The Homeowner should make a best effort attempt to screen the dish from view from the common area or street. Installation, including all related insurance, is the responsibility of the Homeowner. The Homeowner will be charged for repair to the roof or siding if it is later determined that dish installation caused or contributed to the damage. TV antennae may only be installed in attics. The Association is not responsible for installation, maintenance, or repair of satellite dishes on individual units. The Association is not obligated to make architectural or landscaping changes to accommodate a satellite dish.

#### **SECURITY CAMERA POLICY**

Homeowners are allowed to install a security camera that also serves as a doorbell. Installation of the camera inside the window is acceptable. No other cameras may be located on the exterior of the building. Cameras cannot surveil other homeowners' property or home. A security camera can be installed on the fence, providing that it is within your enclosed fence line but not visible from common interest property and is oriented toward the Homeowner's home/property.

#### **SIGNS**

Open House signs are permitted only on the day of the open house. No other signs are allowed, except political signs based on the following criteria: Homeowners/Residents may post political campaign signage within their residential unit property boundary from August 1 in a state general election year until 10 days following the state general election. Signage is not to exceed 2 feet by 3 feet in size and is limited to only two political signs per residential unit. No political campaign signage may be posted on the exterior of a garage unit. Automobile signage is restricted to bumper sticker size only while on the Association property and parking lots. Fines of \$100 or more may be assessed if a Homeowner/Resident does not remove signage within 24 hours of written notification of violation.

#### **SKYLIGHTS**

Solatube® tubular skylights are approved for installation at Amhurst but must be installed by Solar Midwest, 763-557-5702. You must request and receive approval from the Association prior to installation. Any maintenance on the unit due to the skylight is the Homeowner's responsibility. Any reinstallation costs at time of roof repair/replacement are the Homeowner's responsibility.

**SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS**

By law, your home must have both smoke and carbon monoxide detectors, installed, and operable.

**SNOW REMOVAL****PARKING LOTS**

- Snowfall of less than 1.5 inches: no plowing or shoveling
- Snowfall of 1.5 inches or more: Driving lanes and open parking spaces will be plowed within 12 hours following the cessation of a snowfall
- Snowfalls that accumulate to over 5 inches with more snow expected: a plow will open the driving lanes by 7 AM and/or 5 PM.

The contractor will return the second day after cessation of the snowfall to plow any unplowed parking spaces, beginning at 8 AM. We may tow any vehicle that has not been moved since the cessation of a snowfall. You must move your vehicles to your garage, the street or a plowed parking space by 8 AM on the second day after the cessation of the snowfall, or your vehicle will be towed at your expense. Pay close attention to [www.amhurst.org](http://www.amhurst.org), bulletin boards and your email. You will not receive any notice of impending towing. Make arrangements with neighbors or friends to move your vehicle if you are unable to do so. Make sure your tenants/guests are aware of and follow these rules to avoid a tow. It is your responsibility to understand this policy. The emails are sent as a courtesy and should not be relied on as the main source of communication from the Association. Under extraordinary circumstances, parking lots may be closed for snow removal. When parking lots are closed, all vehicles left in the lots will be towed.

**SIDEWALK SHOVELING**

After a snow has stopped and accumulation has totaled 1.5 inches or more, the contractor shovels all sidewalks up to your front door, but not your patio area. When accumulations are 1.5 - 6 inches, the contractor has 12 hours to shovel. When over 6 inches accumulates, in blizzard conditions or dangerous temperatures/wind chills, the contractor will be allowed additional time to shovel. Asphalt nature trails are not maintained in the winter, so use them at your own risk.

**SLIPPERY AND/OR ICY WALKING CONDITIONS**

Slippery or icy conditions are the responsibility of the Homeowner to remedy, not that of the contractor or the Association. The Association's Governing Documents do not require the Association to remedy slippery conditions. To assist in reducing the hazards of icy conditions, Ice Melt is available at the pool shed. Sand barrels are placed at the entrance of each parking lot for Resident's use. During icy conditions, the Association may apply Ice Melt to parking lots and all sidewalks. The Ice Melt product used on the parking lot, sidewalks and at the pool shed may not be a pet friendly product. Homeowners have the option to sweep away the Ice Melt. Please contact the Association if you have any questions about this policy.

**STORAGE PODS AND DUMPSTERS**

With prior approval from the Association, Homeowners may place storage pods, dumpsters and bagsters in the parking lots for personal use under certain conditions. They cannot be placed in driving lanes, fire lanes or on any turf. You must receive approval from the Association before placement. Storage pods, dumpsters and bagsters may remain in the lot for fourteen days. If you

need more time, contact the Association to discuss. Homeowners are responsible for any damage caused by placement of storage pods, dumpsters and bagsters and must ensure the parking lot is clean when storage pods or dumpsters are removed. Homeowners are also responsible for the removal of any items placed in or alongside the storage pods, dumpsters and bagsters by anyone, whether approved or not. It is quite common for people to toss items into dumpsters that do not belong to them. Some items will incur an additional charge to remove, such as mattresses, tires, etc. The Homeowner that placed the storage pods, dumpsters and bagsters must dispose of everything in and around the storage pods, dumpsters and bagsters. The best way to avoid this is to accumulate items in your garage, then fill and remove the storage pod, dumpster and bagster on the same day. Some dumpsters have a locking cover, but that does not prevent people from leaving items next to a dumpster.

#### **VEGETABLE AND FRUIT GROWING POLICY**

No vegetables/fruits may be grown on Association property; vegetables/fruits must be grown within the Homeowner's fence line/patio area. Vegetables/fruits or any annual plant (other than flowers), must not exceed the fence line in height. Vine vegetables/fruit, (grapes, beans, etc.) must use a dedicated trellis and cannot be grown on the fence. Vegetables/fruits can only be grown in such quantity as for personal use and not to be considered a "crop". No watering system may be installed on the fence or building.

#### **VEHICLE POLICY**

Amhurst parking lots are for Residents and short-term visitors only. In any season and under any weather conditions, the following parking policies exist: Vehicles will be towed immediately, without notice, under the following conditions: blocking garages, blocking fire lanes at the back of the parking lots, blocking fire hydrants and blocking driving lanes between the garages and the lot parking spots. Vehicles will be towed, after notice placed on vehicle, under the following conditions: expired license plates/tabs, inoperable vehicles, boats, trailers, buses, campers and trucks over 9,000 pounds gross weight. Towing will occur 72 hours after notice has been posted on the vehicle. Repeat offense of the above will cause towing immediately without notice. Vehicles cannot be driven off the streets/parking lots. Homeowners must ensure guests/vendors do not drive on the turf. Homeowners are responsible for all damage to Association property caused by their guests and/or the vendor they hire.

Commercial vehicles are not allowed to park in Amhurst parking lots. '*Commercial Vehicle*' is defined as a motor vehicle constructed for the conveyance of goods or merchandise or for the conveyance of materials used in any trade, business, industry or work whatsoever, other than a motor vehicle for the conveyance of passengers and includes any motor vehicle that is designed primarily for the carriage of persons, but which has been fitted or adapted for the conveyance of the goods, merchandise or materials referred to and is in fact used for that purpose. Vehicles with attached plows are commercial vehicles and are prohibited from parking in Amhurst lots.

*Electric Vehicle Charging Stations Policy:* The Association will not install EV charging stations, nor will it allow individual Homeowners to install a charging station on Common Interest property. Homeowners are not allowed to modify the exterior of any structure, i.e., installation of conduits to accommodate charging of EVs. Nor can Homeowners place extension cords on Common interest property to charge EVs.

**VINES POLICY**

Vines are only allowed if previously authorized. Homeowners are responsible for all vines stemming from the roots on their property and can only be grown on brick surfaces within their patio area. If a Homeowner chooses to have vines but allows the vine to grow on anything except brick, the Association will remove the vines without notice and charge the cost to the Homeowner.

**WATER SHUT-OFF FOR BUILDING**

Each unit is equipped with a water shut off valve for that unit. If that valve does not completely shut off the water, then the water for the entire building may need to be shut off. If a Homeowner requires the water to their building to be shut off for any plumbing activities within their home, there will be a \$100 administrative fee for this procedure. This fee may be waived if a new lever-type shut off valve is installed and verified. Requests for water shut-off must be given to the Association at least 24 hours in advance. Water can only be shut off during the hours of 9:00 AM and 4:00 PM, and for a maximum of 4 hours.

**WINDOW AND PATIO DOOR REPLACEMENT**

There are two replacement windows authorized for use at Amhurst: Corn Belt Insuliner Horizontal Slider (Triple Glaze) and Wellington Slider. If the Homeowner is replacing windows at their own cost, i.e., the current window is not defective, the Homeowner may choose either the Corn Belt or the Wellington window, with prior approval. Corn Belt is the preferred window as it was originally installed. The Association must approve ALL window and exterior door replacements. Do not enter into any contract or purchase a new door or window without prior approval. For information contact Dorglas for Corn Belt or Minnesota Exteriors for Wellington Windows.

**WINDOW TREATMENTS AND SCREENS**

Please use acceptable blinds, curtains or drapes for window treatments. Blankets, sheets, towels, etc., are prohibited window treatments. Broken screens must be replaced or removed. Replacement window screens are available for purchase from the Association, by contacting the Association with the size needed. Replacement patio screens may need to be custom made, but first check stocked screens at local home improvement stores. Torn screens can be repaired at any hardware store. All screens must match the original dark brown color.

**IF IT'S BROKEN, WHO IS RESPONSIBLE?**

Neglect or misuse will be the responsibility of the Homeowner. Many additions on the outside of your home must have prior approval from the Association. Refer to other sections of this Resident Guide for specific requirements. If you have any questions, contact the Association.

AMHURST	HOMEOWNER	CATEGORY DESCRIPTION
	■	Furnace/Air Conditioner, Condenser Concrete Pad, Exterior A/C Switch Box
	■	All Appliances, including Water Heater/Softener
	■	Garage - Slab, Sheet Rock, Steps (Interior/Exterior)
	■	Garage Door Tracks, Cables, Springs, Rubber Seal, Locks, Keys
	■	Electric Garage Door Mechanism, Emergency Release Mechanism
■		Garage Door Panels – Repair/Replace/Painting
■		Garage Door Molding/Frame
■		Exterior Entry Doors – Front/Garage, Painting, Hinges (standard doors only)
	■	Locks, Keys, Deadbolts, Handles, Knobs, Weather Seals, Upgraded Entry Doors
■		Roofs, Exterior Brick/Siding, Unit Numbers
■		Gutters/Downspouts – Cleaning/Repair
■		Exterior Vents – Roof, Furnace, Sewer, Dryer
	■	Dryer Vent/Ducting Cleaning
	■	Building Foundation, In-Slab Heating/Cooling Ducts, Floor/Wall Coverings
	■	Insulation – Walls/Attic
	■	All Electrical Fixtures & Fittings, Antennas/Cable
	■	Interior/Exterior Plumbing Fixtures/Faucets/Fittings
■		Fences (Posts Dislodged Due To Gates Are Not Maintained By The Association)
	■	Fence Gates/Hardware, Patio & Redwood Dividers
	■	Front/Garage Light Fixtures/Bulbs
	■	All Improvements - Interior/Exterior by Current and Past Homeowners
	■	Landscaping by Prior Homeowners, such as all lights/planters/retaining walls, etc.
	■	Tubular Skylights - Including any Future Roof/Re-Roof Adjustments
	■	Fireplace Air Vent, Chimney Cap
	■	Pest Control
■		Common/Shared Plumbing, Drains/Stacks - Serving More than One Home
■		Exterior Windows (when warped/out-of-true only)
	■	Interior Wood Window Frames/Molding
	■	Patio Door/Side Light Pane Seal Leak/Glass/Locks
	■	Storm Doors, All Window/Door Screens
■		Security and Walkway Lights
■		Sidewalks



# Lohman's Amhurst

