

BRIAR HILL HANDBOOK



**Briar Hill Homeowners
Association**

2015

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Introduction

The Board of Directors has developed and adopted this Handbook for the use of owners and occupants at Briar Hill. The Board reserves the right to change the Handbook periodically to further serve the interests of the Members of the Association.

If you have constructive comments or recommendations, feel free to submit them to the Management Company so they may be considered by the Board of Directors of the Briar Hill Homeowners Association for the next Handbook.

When you write or contact the Board, please remember that the Board Members are simply a few of your neighbors, volunteering their own time to help the Association work.

Thank you,

Briar Hill Board of Directors

A Resolution adopting this Handbook as the official publication of the Rules and Regulations of the Briar Hill Homeowners Association, Inc. was approved unanimously by the Board of Directors of the Association Inc., effective April 1st, 2015. This Handbook supersedes all other Handbooks.

General Information

The Briar Hill complex includes 148 units over 31 acres with street addresses on Laurel Court, Dolomite Drive, Heather Drive, Willow Way, and Gold Trail. Planned by Tollefson Development, construction of the neighborhood began in 1980 and was finished in 1984. The development of Briar Hill posed some challenges, due to the irregular property boundaries, rough terrain, and underground gas pipeline. The first stage of development included Laurel Court and Dolomite Drive (originally called Holly Lane, it was renamed at the request of Eagan city officials). Heather and Willow Drives were developed next. Three floor plans were offered, initially ranging in price from \$50,000-\$75,000 per unit.

Each owner of a townhouse in the Briar Hill complex accepted certain Covenants, Conditions and Restrictions, and the By-laws and appropriately promulgated rules as a condition of the deed to the townhouse. The Declaration of Covenants, Conditions and Restrictions and Easements (the "Declaration") is on file with the Dakota County Recorder under Document Number 572162. Each owner is a Member of the Association.

In accordance with the Declaration and By-laws, succeeding Boards of Directors elected by the members of the Association have adopted the Rules in this booklet for the safety, security, convenience, and comfort of the owners and residents in order to protect property values.

The Association holds an Annual Meeting of the Members in the spring of each year. The Members are advised of the date and location of the Annual Meeting via US mail.

The Board of Directors of the Association meets eight times per year. The time and place of each meeting may be obtained by contacting the property manager. Any member wishing to be heard on any matter is welcome to attend any meeting and encouraged to participate in the decision making.

Some key terms used in this booklet have special meanings given them in the Declaration, or in the By-laws or Rules adopted by the Board of Directors of the Association.

Association Dues

A General Association Assessment (aka the monthly dues) is charged to pay for the following items:

- Maintenance of yard areas, trees, driveways, and trails
- Snow removal
- Trash and recycling pick-up
- Exterior maintenance services and replacement regarding roofs, concrete, asphalt, decks, and patios
- Property management, audit, and accounting services
- Hazard insurance

The amount of the monthly dues is set by the Board of Directors of the Association prior to the beginning of each calendar year.

Payment of the monthly association dues can be made via check, money order, or automatic withdrawal.



ALERT: An Association Member may pay this assessment in monthly installments which are due the 1st of each month, if and only if their account is current. To avoid a penalty, each installment must be received by the 10th of the month for which it is due. If a monthly installment is not paid by the 10th of the month, a late payment charge of \$25 shall be added to the account. If a check is returned, an administrative fee plus any bank costs will be added to the account.

Any account not paid in full at the time of levying the General Annual Assessment or within 60 days shall be considered seriously delinquent and the entire Annual Assessment shall be considered immediately due. Thereafter, all past due fees, plus

the accelerated balance of the Annual Assessment plus all costs of collection shall be due upon demand.

All legal action available to the Board of Directors to enforce an Association lien will be taken, including but not limited to the following:

- Filing and foreclosing lien
- Obtaining a judgment
- Use of collection agent(s)

All expenses incurred with the collection process are the responsibility of the unit owner.

Landscape Maintenance

The Association retains the services of an experienced grounds contractor to preserve the uniform and high standards of appearance in Briar Hill. The grounds contractor provides the following services:

- Mowing of lawns weekly during the growing season
- Application of lawn fertilizer two or three times per season as required
- Application of broad leaf herbicide
- Edging grass along curbs and sidewalks
- Trimming grass around buildings, trees, poles, and shrubs
- Removal of debris from walks and drives after mowing
- Removal of leaves in the fall
- Shrub and tree trimming twice per year
- Cultivation around trees and shrubs as needed, and maintenance of tree wells
- Spring clean-up, including raking, repair of turf damage, and removal of garbage from wild areas
- Lawn aeration

These services may be changed by the Board of Directors and the grounds contractor without notice to the homeowners. However, the Board will strive to maintain the majority of the above-listed services.

Other Planting and Landscaping

The Association encourages planting and landscaping by residents for the improvement of the complex. However, in order to avoid extra costs and charges by maintenance contractors, Board of Directors approval is required.

Snow Removal

The grounds contractor provides snow and ice removal from walks and driveways as follows:

- An open-up plowing of drives and parking areas during continuing snowfalls exceeding two (2) inches prior to 7:00am and 5:00pm
- A thorough clean up within 24 hours after cessation of snowfall
- Shoveling of sidewalks and in front of garage doors after plowing is complete
- Shoveling around mailboxes and fire hydrants

Removal of snow under 2 inches and ice caused by thawing from roof run-off is the individual owner's responsibility. It is the homeowner's responsibility to use Ice Melt, salt, or sand on steps, porches, and in front of garage doors.

The grounds contractor has many townhouse developments to maintain. Accordingly, not all plowing can be done at once. Shoveling and plowing will sometimes be done at night or in the early morning hours.

The grounds contractor is not obligated to plow snow when cars are parked so as to block driveways and garage entries. The parking of cars and/or other vehicles in any manner which blocks driveways or garage entries from being plowed is prohibited. ***Please note that cars will be towed at owner's expense without warning.***

The above listed services may be changed by the Board of Directors and the Association's Contractor without notice. However, the Board will strive to maintain the majority of the above-listed services.

How We Can Help:

- Keep cars in the garage
- NO PARKING in the turn-around
- Anticipate plowing during snowfalls
- Don't leave cars in front of the garage



ALERT: A \$25 assessment for each vehicle obstructing snow plowing shall be levied to the Member responsible for the violation. These assessments will be added to the monthly billing and increase the lien against the property if not timely paid.

Vehicles, and the Parking Thereof

Short-term convenience parking is permitted in front of garage doors provided:

- The parked vehicle does not block the driveway for others; and
- The parked vehicle does not block the access to a neighbor's garage entrance.

Other parts of the private shared driveways within the Briar Hill complex – in particular, the “turn-around” areas - were not designed for long-term parking of various types of vehicles, including, but not limited to, boats, trailers, unlicensed or non-operable vehicles and other similar types of vehicles.

The long-term parking of various types of vehicles interferes with the maintenance of the driveways and yards, which is the obligation of the Association.

The long-term parking of various types of vehicles also interferes with the use and enjoyment of the properties owned by others who might need use of the driveway area, particularly the area designed for a turn-around.

ALERT:



- No vehicle shall be parked in a private common yard area
- Repeated and frequent parking of a vehicle in a private shared driveway turn-around area is prohibited and subject to fines and/or towing at the owner's expense.

The owner of a vehicle parked in a turn-around area or private shared yard area in violation of these rules shall be towed at the owner's expense without warning:

Except when in use, garage doors are to be kept closed.

No parking is permitted in front of mailboxes or their immediate approaches.

Auto Maintenance

Vehicles shall not be left standing anywhere on the property in a non-operative condition. All vehicles must have current license tags. Vehicles with flat tires and/or expired plates may be towed, especially if they obstruct snow plowing.

No vehicle repairs will be permitted on the Association property. Any oil or gasoline spilled on the driveway must be cleaned by the owner or the Association will hire a contractor to do so, and the cost will be assessed to the vehicle's owner.

Miscellaneous Vehicles

Motorized vehicles of any type shall not be allowed on the Property except on designated driveways and garages. All-terrain vehicles or snowmobiles are prohibited.

Recreational vehicles, trucks, and other vehicles (other than automobiles) rated more than three-quarter ton will not allowed to be parked on the property, except for short periods of time for loading and unloading.

Boats and/or recreational equipment of any kind including, without limitation, tractor trailers, other trailers of all types, recreational vehicles, motor homes, trucks in excess of three-quarter ton, bicycles, motorcycles, boats, all-terrain vehicles, and snowmobiles are not allowed to be parked or stored on the Association property at any time.

Turn-Arounds

Vehicles belonging to an owner or occupant, or their guests, shall not be parked in such a manner as to impede or prevent ready access to any unit's garage.

Parking of any vehicle or trailer, or storage of any materials in the turn-around areas is expressly forbidden. This space must always be available for backing and turning around by the homeowners served by the driveway as well as for access by the grounds contractor. Homeowners affected have the right to have such vehicles towed at the vehicle owner's expense. The Board has the right to authorize the removal of the vehicle or materials, also at the owner's expense.

Towing on Violation

The Board maintains the authority to remove vehicles or recreation equipment not in compliance with these rules and regulations by towing at the expense of the owner of the vehicle or equipment.

Winter Parking Regulations

Winter Parking (Sec. 9.09 of the city code)

Since 1983 the City-wide odd/even parking restriction have worked well to allow for safe and efficient snow removal and to identify abandoned or disabled vehicles. The winter parking ordinance in which the following parking restrictions are applicable, begins on November 15th and continues through April 15th of each year.

- On odd-numbered days parking shall be permitted only on that side of the street with odd-numbered addresses for a period of 12 hours beginning at 6:00 a.m. and continuing until 6:00 p.m.

- On even-numbered days parking shall be permitted only on that side of the street with even-numbered addresses for a period of 12 hours beginning at 6:00 a.m. and continuing until 6:00 p.m.
- A vehicle may be removed and impounded if it is in violation of the winter parking requirements.

This information is written only as a guide. It is not intended, nor shall it be considered a complete set of requirements. Review the entire [City Code on winter parking](#).

Pets

Pets are permitted at Briar Hill for those who enjoy them but are subject to the following conditions:

Section One: any person having custody or control of any dog shall not permit the same to be unaccompanied or off the leash at any time except on one's private property. Dogs should be accompanied by owner on walks and outings through Briar Hill complex(s) and be effectively restrained by a leash and by demonstrated voice command methods.

Any person having custody or control of any dog shall not permit the same to enter or be on any unfenced area or lot abutting upon a street, or Public Park or public area designated as a children's play area without effectively being restrained by a leash.

Any person having custody or control of any dog shall in no manner allow the same to enter onto any private land/property for any reason. This shall include all privately owned land used as "yards" by Briar Hill homeowners.

Any person having custody or control of a dog shall be responsible for the immediate clean-up of any feces of said animal. Any person having custody or control of a dog shall have in their possession suitable equipment for the picking up, removal and sanitary disposal of animal feces.

Section Two: any person having custody or control of a dog who violates any point in this ordinance shall be subject to City of Eagan animal control violation fees and fees imposed by Briar Hill HOA. Fines may be in excess of \$100 or more and may be imposed with each reported violation.

Section Three: any Briar Hill resident shall have the full right to contact the City of Eagan Animal control agency and report the violation of any leash and feces ordinance of the Association and/or of the City.

Section Four: the maximum number of animals per unit address at Briar Hill shall be restricted to three [3]. The number of dogs shall be restricted to two [2].

Section Five:

- All pets shall be licensed in accordance with Eagan City Code Section 10.11.
- All pets must wear a collar and have a tag firmly attached.
- Dogs and cats cannot be permitted to disturb the peace and quiet of the neighborhood by barking, howling, whining, or making any other loud or unusual noises.
- Kennels, doghouses and run-lines are NOT permitted at Briar Hill.
- Any pet declared dangerous to persons or property are to be removed immediately.

Section Six:

- Lawn mowing will NOT be done at an individual unit if there are any feces on the grass.
- The Association will assess members whose yard area or buildings are damaged by pets for the cost of repair. An appropriate contractor retained by the Association will complete the repair.

Section Seven: this amendment to the Rules and Regulations of the Briar Hill Homeowners Association shall be effective as of August 1, 2002.

Trash and Recycling

Trash pick-up at Briar Hill is handled in accordance with the Association contract with its waste control contractor. The following rules apply:

- **Trash and recycling containers must be stored inside the garages. Outdoor storage is prohibited.**
- Trash and recycling pick-up occurs each Monday, except when the Monday falls on a holiday.
- Trash and recycling containers are to be set at the street entrance to each driveway no sooner than 7:00 p.m. Sunday and no later than 7:00 a.m. Monday mornings. ***Do not set containers in front of the mailboxes, as this blocks the mail carrier's access and prevents mail delivery.***
- Trash and recycling containers must be retrieved by 8:00 p.m. each Monday.
- All trash shall be placed in plastic bags or other appropriate containers. These are to be securely tied for pick-up. Grocery/paper bags are prohibited.
- No tires, waste oil, batteries, hazardous chemicals, appliances, furniture, etc. will be picked up.
- Any item that does not fit in a bin requires a special pick-up by the waste control contractor.
- Please do not leave items on the curb for pick-up by passersby.



ALERT:

A \$25.00 assessment for each violation of these rules shall be levied to the Member responsible for the violation. These assessments will be added to the monthly billing and increase the lien against the property.

Property Use

Article V of the Declaration defines the property rights in the common areas and easements. The land in the Briar Hill complex is owned by individual members. Access to driveways and trails is granted to the Members by easement. The following rules apply:

- Yard area use at Briar Hill is limited to activities that will not harm the landscaping, sod, shrubs, trees, or facilities installed.
- NO vehicles or snowmobiles are permitted on the trails except for emergency or maintenance purposes.
- Temporary set-ups for such activities as badminton, croquet, volleyball, lawn tennis, bocce ball, and the like are permitted. All equipment must be removed at the end of the game or day so as to not interfere with the work of the maintenance crews. The Association relinquishes all responsibility for damages or destruction of any and all equipment.
- Children's swimming pools and play equipment are permitted, but they must be removed from the yard area daily, to avoid lawn damage and prevent accidents.



ALERT:

Any damage to the yard areas or trails will be assessed against the Member responsible at current going rates for labor required for repairs plus the cost of replacement materials and supplies.

Garage Use

Garages at Briar Hill are the front doors presented to the public. Wrongly used garages are health and safety hazards. The following rules therefor apply:

- All garages are to be kept closed and locked except when residents are in the garage. Open unattended garages

- invite theft, vandalism, children and pets, insects and rodents, endangering the building from mischief or fire.
- Garaged and parked vehicles are to be kept in good repair to avoid leaking flammables. Any vehicles not meeting this standard are prohibited from being garaged or parked at Briar Hill. Bituminous surface damage from leaking gas, oil, or grease will be assessed to the owner at current going rates or part thereof.
 - Except for repairs to the resident's own vehicle, NO other repairs to vehicles will be permitted in garages or on bituminous surfaces for private or commercial purposes.
 - The pressure spraying of paints and/or the release of other volatile or explosive flammables in any garage is prohibited.
 - Other than when entering or exiting a garage, NO vehicle motor or other combustion engine is to be operated within a garage in order to preclude any possibility of carbon monoxide entering the residential area of the townhouse.

Patio and Decks – Permitted Uses

- Patios, decks, and balconies shall be maintained in a neat and clean condition so as not to detract from the other townhouses in the complex.
- No discarded furniture, boxes, or other discarded objects are to be stored on or under patios, decks, or balconies.
- Firewood may be stored provided it is neatly stacked and not on the yard area or driveways.
- Balcony, deck, and patio railings and supports shall not be draped with blankets, tarps, or other objects which detract from neighboring townhouses and give the neighborhood a tenement appearance.
- Charcoal and ashes should be stored in metallic containers to reduce fire hazard.
- Eagan city ordinance does not allow the use of charcoal grills on decks.

Architectural Control

Article VII of the Declaration provides as follows:

No modification, decoration, change, or other improvement of any kind shall be commenced, erected, or maintained upon the Lot or exterior of the buildings without prior written approval by the Board of Directors.

Approval shall not be given until plans and specifications showing the nature, kind, materials, and location of the same shall have been submitted to the Board of Directors in sufficient detail to assure it's structural and maintenance soundness and its compliance with the architectural scheme and harmony in relation to the surrounding structures and topography of the complex.

The Board of Directors shall approve or disapprove the request within thirty-five (35) days from receipt by the person designated by the Association to receive such requests. In the event the Board of Directors fails to approve or disapprove said request in writing within thirty-five (35) days after said plans and specifications have been received by the designated representative of the Association, approval will be automatically given and this Article shall be deemed to have been fully complied with.

The following rules apply:

Storm Doors:

- Installation shall be subject to final Board of Directors approval prior to being applied to the building.
- All doors must be solid core, metal clad, rustproof, and complimentary to the color of the building, self-closing with safety chain and tempered glass.
- Door frame jamb and stop must be of metal, rustproof, and applied to the exterior door frame with screws.
- All Member-installed storm doors are subject to individual owner maintenance and repair in good, safe, and attractive working condition.

Gutters/Downspouts:

- Cost of gutter installation is the responsibility of the homeowner

- Installation shall be subject to final Board of Directors approval prior to being applied to the building.
- Gutters should be 5" white K Style, aluminum gutter with 3" by 4" downspouts with the appropriate down spout extension to channel water away from the building
- The Association assumes no liability for freezing, flooding, wash-outs, etc. due to downspout and gutter placement or lack thereof.
- Once installed, gutter maintenance becomes part of the association's maintenance/replacement plan.

CHANGES NEEDING NO PERMISSION

- Hanging or potted plants, flower boxes, etc.
- Bird feeders and houses
 - a. Hanging from a freestanding shepherd's hook or attached to a wooden desk post.
 - b. Not to exceed 12" to 15" square.
- Door knockers, peep holes, etc.

PAINTING and OTHER CHANGES

- The Association handles the periodic painting of the exterior, except on new construction done by owners and approved by the Association.
- Window air conditioners are prohibited.
- Changing of exterior light fixtures without the permission of the Board of Directors is not permitted.
- Cable TV connections and wiring are the owner's responsibility and require permission from the Board of Directors.
- If you are considering a dish, we have installed Commdeck dish mounting plates on every property roof. The installer cannot penetrate our roofing and must utilize the Commdeck system.

Exterior Maintenance Policy

The Declaration states that the Association “shall provide and be responsible for the maintenance and repair of the exterior of all Living Units... the maintenance and repair of the exterior surfaces of all buildings... including without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance and repair of roofs, gutters, downspouts and overhangs (but excluding all maintenance and repair to glass and other window surfaces).”

The Declaration also states that “All maintenance and repair of individual Living Units and garages shall be the sole obligation and responsibility and expense of the individual Owners thereof, except to the extent that exterior maintenance and repair is provided by the Association.”

Owners are reminded that the foundation is the owner's responsibility, not the associations.

Responsibility of Routine Maintenance and Repair of Living Units

Exterior Item	Association	Homeowner
Air Conditioning Units		X
Brick • Tuckpoint • Repair/replace	X X	
Decks • Paint/stain railings • Paint/stain floor (every 3 years recommended) • Repair/replace	X	X X
Driveways, including apron • Sealcoating • Repair/replace • Snow removal, etc.	X X X	
Exterior Entry Doors • Paint/stain • Repair (exterior surface) • Adjustments • Weather-stripping • Replace (including hardware) • Exterior Storm Door	X X	X X X X
Foundation		X
Garage Doors – • Paint/stain [wood only] • Interior repair and other maintenance • Replace (including hardware)	X	X X
Gutters & Downspouts • Installation of new gutters • Maintenance/cleaning	X	X
Landscaping		

Exterior Item	Association	Homeowner
Lawns		
• Mow/trim	X	
• Water		X
Lighting (exterior, on living unit)	X	
Patios (Repair/replace)		X
Privacy Dividers		
• Paint/stain	X	
• Repair/replace	X	
• Additional fencing		X
Roofs		
• Repair/replace shingles	X	
• Repair/replace vents, stacks, ventilators	X	
• Paint vents, valleys, stacks, flashing	X	
• Replace entire roof	X	
Screens		X
Siding		
• Paint/stain	X	
• Caulking	X	
• Repair/replace	X	
Skylights		X
Trees & Shrubs		
• Planting, trimming, removal	X	
• Watering		X
Trim (Fascia boards, soffits, garage door trim, window trim)		
• Paint/stain	X	
• Caulking	X	
• Repair/replace	X	
Water spigots/spouts		X
Windows		
• Paint/caulking (exterior frame or trim)	X	
• Replace glass		X
• Replace window unit		X

Hazard Insurance

The Association pays for a blanket hazard insurance policy that covers the structures in Briar Hill. Owners/residents are encouraged to purchase an HO6 insurance policy to cover their personal contents and to cover the deductible for the blanket hazard insurance policy, which is \$10,000 per claim.

Unit Rental/Leasing

The following Rules and Regulations have been adopted for any Owner leasing their Townhome Unit ("Unit") on or after May 1, 2010. These Rules and Regulations are supplementary of and in addition to the Leasing Restrictions outlined in Section 9.1 of the Declaration and have been adopted by the Board of Directors pursuant to Section Six, 6.4.a of the Bylaws.

1. The Unit and/or garages must be leased in their entirety and cannot be subleased.
2. Owners must inform the Association, with written notice to the Board of Directors, c/o Current Management Company, whenever they lease/rent their Unit. Information is to be supplied to the Association no later than the commencement of the lease. This must include:
 - a. A copy of the rental/lease agreement with Briar Hill Homeowners Association Attachment, which must be in writing and must be for a minimum of one year (approved lease and attachment forms are available from the Board of Directors).
 - b. The name of the renter and all the occupants of the Unit.
 - c. The term of the rental agreement (if not otherwise apparent from Lease).

d. A completed Landlord/Tenant Information Sheet, as provided by the Association.

e. Any other information deemed necessary by the Board, which relates to the operation of the Association.

f. Lease must include language that the occupants will abide by all governing documents of the Association – the Declaration, the Bylaws, the Articles of Incorporation and the Rules & Regulations. Both lessee and lessor must initial this section.

3. The Association reserves the right to charge landlords an administrative fee if a tenant causes ongoing problems. All Owner landlords must pay an initial administration fee equal to \$500.00 on January 1st, or the date on which the Owner becomes a landlord, to cover the Association's expenses in communicating with the Owner and the Tenant. A \$500.00 annual administration fee will be charged on January 1st of each year to an Owner landlord, regardless of the date on which the Owner paid the initial administration fee in the amount of \$500.00.

4. The Unit Owner must supply a copy of the Landlord/Tenant Information Sheet, each time a Unit is leased/rented to a new renter/occupant, or whenever the rental period is extended or renewed with an existing renter.

5. It is the Unit Owner's responsibility to supply a copy of the Declaration, the Bylaws and the Rules and Regulations to the renter, and the Unit Owner is to ensure that the renter and occupants comply with all terms and requirements of the Declaration, the Bylaws and the Rules and Regulations of the Association, and laws of the state of Minnesota.

6. All leases and lease arrangements entered into or renewed after May 1, 2010, shall provide and require that the Tenant and all occupants of the Unit shall at all times comply with the Declaration, Bylaws and any Rules and Regulations of the Association.

7. In the event that the Association becomes aware of a violation of Minnesota Law, the Declaration, the Bylaws, or the Rules and Regulations by a renter or other occupant of a leased Unit, the Association will provide notice to both the Unit Owner and the renter

of such violation. The Association at that time will also request that the violation be immediately remedied or that the renter or other occupants immediately cease and desist from such further violations. If after such notice the violation continues or additional similar violations continue, the Association will, after having given the Unit Owner and/or renter or other occupants an opportunity to be heard if they so desire, proceed with exercising all of its available legal rights, including but not limited to, seeking through court action an injunction or court order prohibiting further violations of the Declaration, the Bylaws, Minnesota Law or the Rules and Regulations of the Association.

8. In addition, after the Unit Owner and the renter have received notice pursuant to this Section, the Association may levy a fine against the Unit Owner and the Unit Owner's Unit in the amount of \$25.00 per day for each day that the violation of Minnesota Law, the Declaration, the Bylaws, and/or the Rules and Regulations continues or for each successive similar violation at the time such successive violation occurs. Such fines shall be the personal obligation of the Unit Owner and shall also constitute a Lien against the Unit Owner's Unit from the time such fines are levied.

9. The Unit Owner will be responsible for all of the Association's attorneys' fees and costs incurred as a result of a violation of the Declaration, the Bylaws and/or the Rules and Regulations by the renter/occupants of the unit and shall be responsible for all such attorneys' fees and costs incurred by the Association in acting to enforce the Rules and Regulations and/or any section of the Declaration or Bylaws.

10. If after receiving any notification under these Rules, a Unit Owner or Renter or other occupant wishes to have an opportunity to be heard by the Board of Directors of the Association, such person(s) should immediately upon receipt of such notification contact the Board of Directors of the Association and make arrangements for such an opportunity to be heard.

Peddling and Soliciting

No commercial sign or advertisement shall be posted on the exterior of any townhouse or in any yard area at Briar Hill (except real estate "For Sale" signs). Political signs are allowed for two weeks prior to Election Day.

Operation of Trade or Business

Article IX of the Declaration provides as follows:

No Living Unit shall be used for purposes other than as a single family residence, nor shall any garage be used for or occupied as living or sleeping quarters, nor shall any trade or business of any kind be carried on within a Living Unit or upon a Lot, nor shall any Lot or any part thereof be leased, sublet, assigned, or suffered to be used to hotel or transient occupancy.

The Association's main concern is the impact on the exterior appearance of the development.

Fire Prevention and Safety

- Unsafe conditions and fire hazards within any townhouse threatens every other person and townhouse in that building and in buildings.
- Residents using fireplaces or wood stoves should have their chimneys cleaned periodically.
- Utility rooms should not be used for storage and should be kept clean and trash free.
- No flammables are to be released in garages.
- Residents should own at least one fire extinguisher.
- It is recommended that all charcoal be kept in a closed metal container to prevent fires starting from spontaneous combustion.

Privacy

The privacy of your neighbors is as important to them as your privacy is important to you. Common courtesy and consideration dictate that each of us avoid walking or playing right up against our neighbor's property. Respect your neighbor's rights as you would like them to respect yours.

Security

Security at Briar Hill is important to all of us and security at Briar Hill begins with each one of us. When you see something suspicious, something out of the ordinary, something strange going on, some damage being done, some hazardous situation, **ACT AT ONCE!!** Call the proper authority... You may not have to give your name.

Useful Contact Information

EMERGENCY: 911

Police Non-Emergency: 651-675-5700

Fire Non-Emergency: 651-675-5900

City of Eagan:

651-675-5000

Sewer and water: 651-675-5030

www.cityofeagan.com

Dakota Electric:

651-463-6212 or 1-800-874-3409

www.dakotaelectric.com

Minnesota Energy Resources Corp. (natural gas):

1-800-889-9508

Gas emergency: 1-800-889-4970

www.minnesotaenergyresources.com

Comcast:

1-800-934-6489

www.comcast.com

Waste Management:

952-890-1100

www.wmtwincities.com

Tamara Eiden, CCAM, Property Manager:

952-456-6519

RJF Agencies, Hazard Insurance Agent:

763-746-8000

www.rjfagencies.com

Mark's Towing:

651-454-1533

3670 Kennebec Drive, Eagan

www.markstowing.net