HOMEOWNER HANDBOOK

WINDCREST HOMEOWNERS ASSOCIATION

EAGAN, MN

www.WindcrestOfEagan.com

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WELCOME TO WINDCREST!

Dear Homeowner,

Welcome to the neighborhood! We are so glad you decided to join Windcrest Homeowners Association. We are an inclusive community, embracing all walks of life. We recognize and appreciate our diversity, believing it enhances our collective experience as neighbors in an association such as ours.

This handbook was designed to give you the information you need for day-to-day living and participation in the Windcrest Community.

Developed by the elected members of the Board of Directors, in accordance with the Covenants and By-Laws, these rules were adopted for the safety, security, convenience, and comfort of all Homeowners and Residents, and for the protection of property values for our Homeowners. We rely on the good manners and courtesy needed for pleasant and friendly relationships within our community.

If you need further information, please check out our website at www.WindcrestOfEagan.com. The Board of Directors and Property Manager have email links or phone numbers for your convenience. All property and maintenance questions or concerns should be referred to the Property Manager. Please check our website regularly for seasonal updates.

Each Owner of a Townhouse in the Windcrest Community accepted certain Covenants, Conditions, and Restrictions and the By-Laws as a condition of the deed to the Townhouse. These are on file with the Dakota County Recorder. Copies of these documents may be obtained through the County, the Association's Property Manager, or the Association's website at www.WindcrestOfEagan.com.

~ Your Windcrest Board of Directors

ABOUT WINDCREST

Windcrest Homeowners Association was established in 1983. It was built in three stages, culminating in 19 buildings and 76 home units.

Our Association is unique when compared to other Homeowners Associations in that all our lots are private property. We DO NOT have any common areas; in fact, you own the land your unit stands on, including part of your driveway and extending out to the street.

(a) Governing Documents (in the sequence of authority)

(1) Articles of Incorporation: Established Windcrest Homeowners Association as a legal entity and set forth the various plots acquired by the Association for building and development.

(2) Declaration: Lays out the powers and duties of the Association, qualifications for Membership, and description of the powers and duties of the Association.

(3) By-Laws: Prescribes how the Association is run on a day-to-day basis, the authorities and duties of the Board of Directors, the voting process, and the Meeting of the Members.

(4) Homeowners Handbook: A hands-on directory of rules & regulations, policies, and forms focused on cooperative townhouse living.

PURPOSE AND MISSION

The overarching purpose of Windcrest Homeowners Association is to ensure that our community looks its best and functions smoothly. The Board of Directors' primary objective is the preservation of property values.

Townhouse living has the advantage of freedom from most of the cares of yard and grounds maintenance, lawn mowing, leaf raking, snow plowing & shoveling, and general supervision of service and maintenance personnel. The Association, funded by monthly dues, manages the exterior maintenance needs of Windcrest. Homeowners are responsible for all interior maintenance. Please refer to the MAINTENANCE RESPONSIBILITIES GRID for more details.

COMMUNITY RESOURCES

Compost Site:

Eagan residents can bring their food scraps, napkins, and other organic materials to the Holland Lake Trailhead at Lebanon Hills Regional Park. Organics collected are taken to a local facility to be turned into compost.

Residents must first sign up by emailing organics@co.dakota.mn.us or at www.dakotacounty.us and searching "organics sign up". Participants will receive a how-to guide for organics recycling and free compostable bags.

For more information: https://www.cityofeagan.com/compost-organics

Eagan's Parking, Plowing & Winter Requirements:

Keeping cars off the street during the day helps the City of Eagan get your streets plowed more easily. But sometimes you need to park in the street. Just remember to match the side of the street, odd-numbered or even-numbered, with the date and you've got it. Winter parking rules are in place from November 15 through April 15, regardless of snow.

For more information: https://www.cityofeagan.com/parking-plowing-winter-requirements

Eagan's Recreational Fire Pit Information:

Outdoor fires are great any time of the year. Be sure you know what's allowed in Eagan and that you get a recreational fire permit each year.

Recreational fires are allowed in Eagan **but now need a free annual permit.**

The free permits expire on December 31, each year. All other rules related to recreational fires remain, but permit holders will be required to read and know this section of the City Code.

For more information: https://www.cityofeagan.com/recreational-fires#:~:text=Fire%20pits%20or%20containers%20must,or%20flammable%20decks%20or%20patios.

Water & Sewer Utilities:

Contact the City of Eagan Utilities department at (651)675-5200 or email - utilities@cityofeagan.com. For more information: https://www.cityofeagan.com/utilities

GOOD TOWNHOUSE CITIZENSHIP

Townhouse living requires a degree of special cooperation, consideration, and courtesy for one's neighbors which is essential to the happiness, enjoyment, and well-being of all. If you answer YES to each of these tests of good Townhouse citizenship, you are the kind of neighbor we all would like to have as part of our community.

(a) Do I keep my entrance, balcony, and patio neat, and avoid hanging things over the railing or permitting children's toys, bikes, trikes, and other family belongings to lay about in a messy manner?
Recognizing that the general appearance of each unit affects the general good appearance of the community.

(b) Am I careful to avoid slamming my doors and windows; do I keep my radio, TV, stereo, and musical instruments turned down to reasonable levels especially avoiding very pronounced bass?
Recognizing that the inherent structural nature of townhouse construction contributes to some noise transfer.

(c) Do I avoid blocking the driveway lanes, garage my vehicles as soon as practical and possible, and make sure my guests don't block my neighbor's access?
Recognizing that open driveways are essential for proper access by delivery, police, fire, or other emergency vehicles and snow removal equipment.

(d) Do I avoid gunning my motor, playing my car stereo loudly, slamming the car doors, engaging in noisy goodbyes, and turn out my entrance light promptly in deference to the peace of the community?
Recognizing that the bedrooms of our townhouses are on the garage and driveway side.

(e) Do I refrain from making any exterior addition, change, or alteration to my structure until I have secured the approval of the Architectural Committee?
Having read our By-Laws and Covenants carefully and recognizing that I accepted these with my deed.

(f) Do I adhere strictly to the Association Pet Policy, always having my pet properly licensed and under leash control as required by City Ordinance?
Recognizing that the housing of pets is a privilege, the comfort levels and safety of our neighbors must always be respected.

(g) Have I volunteered my skill and ability for some community service or project?
Recognizing that the work of the Association will be accomplished for the general welfare and enjoyment of all, only if there are ready and skilled hands to assist the Directors with their duties.

(h) Do I pay my regular monthly Association dues on the first of the month?
Recognizing that the service I desire for my comfort, security, and enjoyment can be accomplished, only if the Board of Directors has funds to work with.

(i) Am I faithful and diligent in my attendance at, and participation in, the meetings of the Association?
Recognizing that Windcrest Homeowners Association will only be as effective as the residents desire it to be and make it.

A,B,C's & 1,2,3's

RULES AND REGULATIONS

(a) Each Homeowner or occupant shall comply with the Declaration, By-Laws, Articles of Incorporation, and all applicable laws, ordinances, and regulations, and shall save the Association and other Homeowners from all fines, penalties, costs, and prosecutions for violations.

(b) Nothing shall be done, either willfully or negligently, which may become an annoyance or nuisance to the other Homeowners or occupants. No Homeowner or occupant shall make, or permit to be made by family or guests, any disturbing noises on the property.

(c) Homeowners shall grant a right of access to their unit to any persons authorized by the Board to correct any condition originating in the unit and threatening another unit. Any such entry should be at a time reasonably convenient to the Owner.

(d) Damage to property or building exterior which is caused by the Homeowner, or their family members, guests, invitees, residents, or lessees shall be the financial responsibility of the Homeowner.

(e) Monthly association dues are charged to pay for maintenance of surface grounds, trees, and building exteriors, liability insurance, trash pick-up, audit and accounting, management services, emergency expenses, and other Association operating costs.

(f) Dues are to be paid on the 1st day of each month and received no later than the 10th without penalty.

(g) Business activities designed for profit or otherwise, which involve, though not limited to, customers traveling to and from the Windcrest residence, shall not be permitted on the property. The use of a home office is permitted.

(h) Any exterior maintenance work hired by the Homeowner shall be the sole responsibility of said Homeowner and must be pre-approved by the Board of Directors or relevant Committee.

(i) Main entry doors and storm doors, windows, garage-to-house entry doors, screens, and all garage door hardware and the garage door openers are the responsibility of the individual Homeowner and are subject to Homeowner maintenance and repair, and must be kept in good, safe, and attractive working condition.

(j) Individual gutter and downspout installation is the responsibility of the individual Homeowner. The Homeowner must submit an Architecture Change Application and receive approval from the Committee. Please submit this form at https://www.windcrestofeagan.com/forms.

(k) No plastic covering may be used on exterior windows or doors.

(l) Clotheslines shall not be attached to the exterior of the home, garage, or deck.

(m) Outdoor fireplaces or barbecue structures shall not be permanently attached to patios or the exterior of the home, garage, or grounds.

(n) No window air conditioners will be allowed.

(o) Central air conditioning units shall be kept in good repair and appearance by the Homeowner.

(p) Holiday lights and decorations are acceptable if they are up to code and are properly and safely installed. Holiday lights and decorations are seasonal items and must be removed by March 1st.

(q) Changes to the Building Exterior or Landscaping by a Homeowner are not permitted without the approval of the Architectural & Landscaping Committee. Please submit forms at https://www.windcrestofeagan.com/forms.

(r) Patios and decks shall be maintained in a neat and clean condition and deck railings or supports shall not be draped with blankets, tarps, or other objects so as not to detract from neighboring townhomes in the community.

(s) No discarded furniture, boxes, or other discarded objects are to be stored on patios, decks, or balconies.

(t) Firewood must be stored in the garage and not outdoors. (City of Eagan ordinance)

(u) Unsafe conditions and fire hazards within any townhouse threaten every other person and townhouse in that building and adjacent buildings. The following rules apply:

(1) Residents using fireplaces or wood stoves should have their chimneys cleaned at least once each year.
(2) Charcoal grills on wooden decks should be used with utmost care and caution and shall not be left unattended while lit.
(3) It is recommended that charcoal be kept in a closed metal container to prevent fires from starting by spontaneous combustion.

(v) Garages are the front doors we present to the public. Open, messy garages detract from every townhome in the neighborhood. Wrongly used, garages are health and safety hazards. The following rules apply:

(1) All garage doors are to be kept closed whenever possible. Open, unattended garages invite theft, vandalism, children at play, etc.
(2) Garaged and parked vehicles are to be kept in good repair. Bituminous surface damage from leaking gas, oil, or grease will be assessed to the Homeowner.
(3) Except for repairs to the residents' vehicles, NO other repairs to vehicles will be permitted in garages or on bituminous surfaces.
(4) Vehicles belonging to a Homeowner or occupant, or their guests, shall not be parked in such a manner as to impede or prevent ready access to any resident's garage or exterior parking spaces. Park only in front of your garage doors.
(5) Vehicles shall not be left standing anywhere on the property in a non-operative condition. No parking allowed in or on grass areas.
(6) No parking of any commercial or recreational vehicle is permitted longer than 24 hours, and then not on a regular basis. Absolutely NO DEAD STORAGE parking allowed.
(7) Car washing is permitted on the driveway only.

(w) No structure of temporary or permanent nature, trailer, tent, shack, garage, barn, fish house, or other building or structure shall be used, stored, or constructed for more than 24 hours on the grounds.

(x) No basketball or other pole structure may be permanently installed on the townhouse.

(y) Swing sets and play bars must have Architectural & Landscaping Committee approval in writing. Small, inflatable wading pools may be used if put away immediately after use but may not be left out overnight. Please submit forms at https://www.windcrestofeagan.com/forms.

(z) Grass areas are to be kept clean. No toys or refuse shall remain after children are done playing. The responsibility rests with the parent.

MAINTENANCE RESPONSIBILITIES GRID

ITEM	ASSOCIATION	OWNER W/ APPROVAL	OWNER
Damage Due to Owner Negligence			XXXXX
Pet Damage - see PET POLICY			XXXXX
Foundation			XXXXX
Mailbox - Repair / Replace / Rekeying	USPS		
Mailbox Keys - Replace			XXXXX
ASSOCIATION SERVICES			
Trash & Recycling - Regular Pickup	XXXXX		
Trash - Extra Pickup			XXXXX
Extermination Service - Outside(rodents only)	XXXXX		
SUMMER GROUNDSKEEPING			
Lawn Maintenance	XXXXX		
WINTER GROUNDSKEEPING			
Driveway Snow Plowing	XXXXX		
Ice Removal & De-icer			XXXXX
Snow & Ice Dam Removal from Roofs			XXXXX
Shovel Sidewalks	XXXXX		
Shovel Decks			XXXXX
BUILDING EXTERIOR - LIVING UNIT, OUTDOOR LIVING SPACES			
ROOFS			
Gutters/Downspouts - New Install		XXXXX	
Gutters/Downspouts Maintenance	XXXXX		
Satellite Dish		XXXXX	
Roof - Repair & Replace	XXXXX		
BUILDING SURFACES			
Siding - Repair & Replace	XXXXX		
Masonry (exterior brick)	XXXXX		
Exterior Light Fixtures			XXXXX
Water Spigot - Exterior			XXXXX
House Numbers	XXXXX		
Fascia	XXXXX		
J Channels	XXXXX		
Exterior Chimney Flashing	XXXXX		
Fireplace Chimney Seal		XXXXX	
Dryer Vent - Exterior	XXXXX		
DECKS			
Decks - Repair/Replace	XXXXX		
Decks - Staining	XXXXX		

ITEM	ASSOCIATION	OWNER W/ APPROVAL	OWNER
DOORS			
Front Door - Repair/Replace		XXXXX	
Front Door - Threshold		XXXXX	
Storm Door - Repair/Replace		XXXXX	
GARAGES			
Garage Door Frame	XXXXX		
Garage Door Seal			XXXXX
Garage Door Exterior Paint	XXXXX		
Garage Door Replacement	XXXXX		
PATIOS			
Patios - Repair/Replace	XXXXX		
Patios – Enlargement		XXXXX	
Air Conditioner Unit Cement Pad		XXXXX	
STAIRS			
Steps - Concrete	XXXXX		
Stoops - Wooden	XXXXX		
Walkways - Concrete	XXXXX		
WINDOWS			
Windows - Repair/Replace		XXXXX	
DRIVEWAYS			
Sealcoating Driveway	XXXXX		
Driveway - Repair & Replace	XXXXX		
Driveway Aprons - Repair & Replace	XXXXX		
Sweep/Clean Driveway			XXXXX
LANDSCAPING			
Trees - Planting, Removal & Maintenance	XXXXX		
Trees - Additional Tree Planting & Removal		XXXXX	
Landscaping - see LANDSCAPING POLICY	XXXXX	XXXXX	XXXXX
LIVING UNIT INTERIOR, HALLS, WALLS, ROOMS, GARAGES, STRUCTURE			
Interior Insulation			XXXXX
Interior Drywall			XXXXX
Interior Trim			XXXXX
Fireplace - Interior Masonry & Gas Unit			XXXXX
Interior Chimney			XXXXX
Dryer Vent - Interior			XXXXX
Heat Vents - Interior			XXXXX
Interior Plumbing Seals			XXXXX
Extermination Service - Inside			XXXXX
Radon Mitigation		XXXXX	

ITEM	ASSOCIATION	OWNER W/ APPROVAL	OWNER
APPLIANCES			
Furnace			XXXXX
Water Heater / Water Softener			XXXXX
Security Alarm System			XXXXX
Smoke Alarms			XXXXX
Fire Extinguishers			XXXXX
Carbon Monoxide Detectors			XXXXX
Dishwasher			XXXXX
Refrigerator			XXXXX
Oven/Stove			XXXXX
Microwave			XXXXX
Washer / Dryer			XXXXX
Electrical controlled by unit			XXXXX
GARAGES			
Concrete Pad in Garage			XXXXX
Garage Door Interior Paint			XXXXX
STRUCTURE			
Building Foundation			XXXXX
Firewalls			XXXXX
UTILITIES			
ABOVE GROUND			
Air Conditioner		XXXXX	
Air Conditioner Lines		XXXXX	
BELOW GROUND			
City Sewer			XXXXX
Water Usage			XXXXX
Gas Lines - Interior			XXXXX
Gas Lines - Exterior	UTILITY COMPANY		
Television Cable			XXXXX

ANNUAL MEETINGS

Annual Meetings of the Members: Held every summer where you may vote on new Board members, speak to the Board, receive an update on the financial status of the Association, review accomplishments from the previous year, and get a glimpse of what's coming next for our community.

Special Meetings: May be called by the Board President, Board of Directors, or by Member petition of 1/4 of Members of the Association. You can download and submit a copy of this form at https://www.windcrestofeagan.com/forms.

Voting Proxy: If you are unable to attend a meeting, you may temporarily transfer your voting authority to another individual by proxy. This form must be submitted to the Secretary before the Annual Meeting has been called to order. You can download and submit a copy of this form at https://www.windcrestofeagan.com/forms.

BOARD OF DIRECTORS

Mission: The preservation of property values via the effective use of Association funds.

For detailed information on the Board of Directors' duties, authorities, and responsibilities, please refer to your Declaration and By-Laws.

What does the Board of Directors do?

The Board of Directors adopts and publishes the Homeowner's Handbook with the rules and regulations governing the personal conduct of the Members and their guests.

The Board of Directors employs a Property Manager. Meetings of the Board of Directors are held monthly and last approximately 1-2 hours. The Board reviews contractor estimates, the Association's financials, and prepares the annual budget for future projects and spending.

How do I interact with the Board of Directors?

If you have concerns or questions for the Board, you are welcome to attend a Homeowner's Forum which takes place during the first 15 minutes of every Board Meeting. You can contact the Board confidentially through the Welcome Page on our website at www.WindcrestOfEagan.com or via our private email address board.windcrest@gmail.com

How do I get elected to the Board of Directors?

Nomination: You can submit your name to the Nominating Committee, or a Homeowner may nominate you from the floor at the Annual Meeting.

Who are the Directors?

Windcrest Homeowners Association is managed by 5-7 volunteer Directors. They are typically Owners in the Association, though they do not have to be. Only one Owner/Member from the same Unit may serve on the Board at any given time. Each Director serves a three-year term.

Board of Directors Officer Roles (nominated by the Board for one-year terms):

(1) President: Facilitates the meetings; ensures pertinent topics are on the agendas and all voices are heard during discussions; acts as the legal representative for the Association in signing contracts or other legal instruments; acts as one-half of the dual signature control on financial instruments.

(2) Vice-President: Takes over the President's responsibilities when the President is permanently or temporarily unable to fulfill their duties.

(3) Treasurer: Monitors and helps manage the Association's finances; prepares and proposes annual budgets; acts as one-half of the dual signature control on financial instruments.

(4) Secretary: Takes meeting minutes; ensures communication and notices go out to Association Directors and Members.

COMPLAINT PROCEDURE

Since voluntary compliance with the Association rules is not always obtained, it is occasionally necessary for the Board of Directors to deal with these situations. The policy outlined below is an attempt to formalize the handling of various complaints addressed to the Association.
Members of the Board and the various Association Committees serve without compensation, and they are under no special obligation to enforce regulations or arbitrate disputes between neighbors, except in cases where their authority is required to obtain compliance with the Association rules.

Complaints regarding violations of the Association rules will be accepted by the Property Manager, but it is asked that the complainant first attempt to obtain voluntary compliance without official intervention. All complaints are to be submitted to the Property Manager who will then submit them to the Board.

(1) Questions regarding the Association Rules and Regulations should be forwarded or submitted in person at a meeting, or in writing before a meeting of the Board of Directors.

(2) Complaints regarding rule violations by Owners/Occupants must be submitted in writing to the Board of Directors in care of the Property Manager. The complainant should have already discussed their complaint with the offending party, if possible, and must indicate what response they received. Anonymous complaints will not be accepted. Complaints will be confidential by the Board of Directors, as far as is practical.

(3) Action and Complaint: The Board of Directors will review the complaint and any recommended action at its next regularly scheduled board meeting, or as determined by the hearing section defined below.

Any violation of any action of the rules and regulations will be subject to the following hearing procedures:

(1) First Complaint. Upon receipt of a written complaint by another Owner or occupant detailing the complaint including the date/time and place of its occurrence, and upon confirmation of the complaint by the Board or its representative, the offending Owner will be notified of the next meeting of the Board, at which time a hearing will be provided to all parties of the complaint.

(2) Hearings. The Owner(s) will be allowed a hearing on the cause of the complaint and will be provided an opportunity to be heard by the Board. Following the hearing, the Board will determine appropriate and reasonable action. The Board's decision is final and binding.

(3) Second Complaint and Notice of Offense. Upon receipt of a second written complaint for the same offense, and upon confirmation of the complaint by the Board or its representative, the offending Owner/occupant will be notified of the complaint and an appropriate remedy will be determined, unless the offending party provides a written statement to the Board within a maximum of five days of receipt of the second notice of a complaint. Upon receipt of the written statement, the Board will review the facts and act to enforce the Rules and Regulations.

Disputed fines may be reviewed with the Board of Directors by arranging to be on the agenda of the next regularly scheduled monthly Board meeting. The decision of the Board shall be final.

INSURANCE COVERAGE

It is the Homeowner's responsibility to secure an HO6 Policy that covers the Association's deductibles along with anything that is not covered by the Association's blanket policy. Please reach out to our Property Manager for questions regarding the deductible amounts and coverage.

SECURITY

Security is important to all of us, and security begins with each one of us. When you see something suspicious, out of the ordinary, strange, damage being done, or a hazardous situation, TAKE ACTION! CALL 9-1-1. You do not have to give your name.

POLICIES

A policy defines what is acceptable per community standards. They may define procedures and processes, and responsible parties in various situations such as damage or Homeowner property maintenance, and are part of the Rules and Regulations.

The following policies have been developed by the Board of Directors in accordance with the Association's Articles of Incorporation, Declaration, and By-Laws to complement and expand on the regulations therein.

VIOLATION AND FEE DISCLOSURE

Any violation of the following rules will result in a warning letter being sent to the Homeowner. Continued violation will result in a fine of $50.00 per occurrence, or at the Board's discretion until remedied, and are charged to the Homeowner's Association account, over and above any other fees assessed by the Board for damages or other prohibited activities.

PET POLICY

Pets are permitted at Windcrest as a special privilege for those who enjoy them.

Windcrest has no common areas*. While it's common for pets to walk on Homeowner's yards, please respect the private property of our community neighbors.*

Section 1
City of Eagan Pet Ordinances

(a) All dogs must be licensed and have evidence of current rabies shots. Tags must be displayed on the animal's choke chain, collar, or harness.

(b) The City of Eagan ordinance allows up to three adult(over the age of 4 months) dogs, cats, ferrets or rabbits, or any combination thereof, per household.

(c) Public nuisance - Ordinance 10.11, Subd. 6.

(1) ***Unlawful Acts:*** **It is unlawful for the owner of any dog or cat to:**

i. Permit such animal to habitually bark, cry, whimper, howl, whine, or emit any other loud or unusual noises;

ii. Permit such animal to damage or defecate in or upon public property or the property of another;

iii. Permit dog or cat feces to accumulate on the Owner's premises for more than 24 hours.

(d) When off of an Owner's property, **pets** must be on a leash.

Section 2
Windcrest Homeowners Association Policies

(a) Pet Size: Total weight of pet(s) shall not exceed 150 pounds.

(b) Pet Temperament: No person may keep on their premises, or any premises occupied by them, nor permit to run at large, any dog or other domesticated animal of a ferocious or vicious character, habit, or disposition.

(1) ***At large***. With regard to dogs, cats, and ferrets, at large means off the premises of the owner and is neither controlled by a leash or voice command of an owner of suitable age nor confined in a vehicle or cage. (City of Eagan - Public nuisance - Ordinance 10.11, Subd. 6, Sec. 10.11. - Dog, cat, ferret, and horse regulation and dog licensing.)

(c) Leashes: Pets must be on a leash and always controlled by their owners when outside the resident's unit

(d) Pet Droppings: Pet droppings are to be removed **IMMEDIATELY** from the property by the animal's owner. DO NOT ALLOW DOG DROPPINGS IN OTHER HOMEOWNERS' YARDS.

(1) Groundskeepers shall not be required to maintain areas where pet droppings are continuously in evidence.

(e) Noise: In consideration of the rights of other residents, pet owners are required to take any measures that are necessary to prevent excessive barking, mewing, whining, or other annoying pet noises.

(1) Barking dogs must be strictly controlled by the dog's owner

(f) Damage from Pets: Pets must not be allowed to damage bushes, sod, trees, or other plantings. The Homeowner is responsible for repairing any such damage within a reasonable time.

(1) Leashes shall not be anchored around trees and any damage to trees and/or shrubs resulting from such actions shall be the liability of the individual Homeowner.

(2) Pet owners are responsible for reimbursing the Association or other affected parties for damage to property, landscaping, and/or buildings caused by their pet.

(g) Tie Outs: Leashes shall not be anchored around trees and any damage to trees and/or shrubs resulting from such actions shall be the liability of the individual Homeowner.

(1) No rope, tether, or device restraining a pet shall be anchored in the lawn or attached to any deck, balcony, patio, railing, or building exterior.

(h) Quarters: Pets must be quartered inside the resident's unit. No kennel, doghouse, or other quarters such as garages or dog runs, are permitted on the grounds, deck patio, or any exterior place. Under no circumstances will a pet's home be outside the Homeowner's residence.

Section 3
Board of Directors' Rights Regarding Pets

(a) Owners of pets maintained in violation of these rules will be billed for the cost of cleanup, plus the cost of replacing sod, trees, plantings, and other damage. This billing will be added to the monthly dues and if unpaid will become a lien against the Owner's property.

(b) Any disturbances by a pet, such as noise, odor, or a threatening or nuisance activity, will be cause for action by the Board of Directors to fine the offending pet owner. The Board has final authority in decisions concerning pet violations under these regulations.

(c) The Board has the absolute discretion to deem a specific animal a nuisance and require its removal. Within two (2) weeks of the receipt of a written notice from the Board of Directors requiring the removal of any pet, the resident must permanently remove the animal. Failure to do so with incur a $100.00/month fine.

TRASH POLICY

(a) All refuse shall be placed in a trash can provided by the waste hauler and put at the end of the driveway no earlier than the night before trash pickup day. Anything left by the waste hauler must be returned to the garage immediately. Trash and Recycling containers should be returned to the garage by the end of the pickup day.

(b) Pet owners who allow their pets to scatter trash may be reported to the proper authorities and may be fined by the Association. See PET POLICY

(c) Tires, batteries, motor oil or any other item normally classified as hazardous waste shall not be placed out for pickup. The refuse company is not allowed to handle these items. The Dakota County Eco Center (The Recycling Zone) will take and dispose of these items, and others, either for free or a minimal fee. Their information can be found here: https://www.co.dakota.mn.us/Environment/RecyclingZone

(d) Routine trash pickup charges are paid for from Monthly Dues assessments. Homeowners must arrange for the pickup of heavy appliances, bulky furniture, mattresses, box springs, Christmas trees, etc., and pay the extra charge directly to the contracted waste hauler. Contact the Property Manager for the current vendor.

FIRE SAFETY POLICY

(a) While grilling on your deck or patio may be convenient, it can also be a fire hazard. Patio materials and siding can melt or burn causing damage to your home. The fire department always urges caution when placing or operating a grill near your home.

(b) Any and all fuel-fired cooking device that uses direct heat for cooking, which may be fueled by charcoal, gas, electricity, or open flame, must be located a minimum of 15 feet away from any building structure while in use, and must be stored and kept in the garage of any unit when not in use.

(c) Any and all fires or open flames must be located a minimum of 15 feet from any building structure.

(d) The board of directors reserves the right to fine homeowners that are out of compliance.

(e) Refer to the City of Eagan’s City Ordinance Chapter 10, Section 10.40, Standards for Fires or Barbecues on Balconies or Patios.

GARAGE DOOR POLICY

STANDARDS FOR GARAGE DOORS

These standards are intended to supplement and clarify the existing language outlined in the Windcrest Association Governing Documents:

Declaration of Covenants, Conditions and Restrictions of WHA (p. 25): "All maintenance and repair of individual Living Units and garages shall be the sole obligation and responsibility of the individual Owners thereof, except to the extent that the exterior maintenance and repair is provided by the Association."

(a) Repair or Replacement of garage doors or panels due to occupant's misuse or damage whether accidental or intentional will be at the Homeowner's expense.

(b) Repair or Replacement of garage doors and panels due to normal use, vandalism, storm damage, or damage from an unknown source will be the responsibility of the Association.

(c) Repair or Replacement of garage door hardware is the sole responsibility of the Homeowner unless the hardware is being replaced due to the installation of a new (complete) garage door.

(d) Replacement of complete garage doors will commonly occur when two or more panels have rotted or deteriorated or when rotted or deteriorated panels cause damage to the hardware or opener. Replacement will be as funds are available.

(e) Replacement of complete garage doors may occur to preserve the appreciation of the property. Replacement(s) will be as funds are available.

(f) Garage doors may not be painted and will remain the color that the Board of Directors has determined.

(g) Should the Homeowner wish to replace a garage door or panels at their own expense, the Homeowner must submit an Architectural Change Form to the Board of Directors.

Please submit the maintenance request form at https://www.windcrestofeagan.com/forms.

LANDSCAPING POLICY

Property Values are directly affected by the quality and upkeep of building exteriors and landscaping. Each Homeowner has a responsibility to keep the exterior of their unit tidy and appealing, and to report any items requiring maintenance promptly. Please submit the landscaping change application and/or the maintenance request form at https://www.windcrestofeagan.com/forms.
In accordance with the Declaration and By-Laws, the following regulations apply:

Section 1
Core Landscaping Features

The Association will provide the following:

(a) Berm. The section of landscaping bordering the building from the front stairs around to the edge of the deck or patio, extending to a maximum of five (5) feet out from the building.

(1) Perimeter: 12”-18” Boulders on the perimeter of Berm landscaping to contain landscaping rocks.

(2) Rocks: Common landscaping rocks made of sandstone or river rocks.

(3) Bushes: No less than two (2) and no more than three (3).

(b) Trees. Minimum of one (1) tree per unit.

(1) Tree Species must be approved by the Board during the application review.

(2) For the safety of our Homeowners and the health of the grass and soil, all planting, removal, trimming, and other treatments must be performed by the Association. Requests for service beyond normal business must be submitted for approval.

(3) Tree rings are optional at the Homeowner’s request and are permitted so long as the tree roots will not impede the appearance or installation of a tree ring.

(c) Yard. Sod or seed will be provided when excessive damage is caused by Association services or natural events, on a case-by-case basis.

(d) Watering. Windcrest has no Common Areas and does not have any sprinkler systems.

Section 2
Basic Standards for Landscaping

(a) Appearance.

(2) Berm: Berm perimeters made of Boulders or Landscaping blocks (no less than three blocks high, and professional quality installation) and must be intact and not collapsing.

i. Berms must not extend more than eight (8) feet out from the building.

ii. Berms may be extended to underneath decks, for those without patios, so long as they remain consistent with the boulders/blocks and landscaping rocks already present. Approval Required (see below).

iii. Tiers are permitted with the use of landscaping blocks, not to exceed three (3) levels.

iv. Landscaping rocks must be kept within the berm perimeter or tree ring. Any rocks falling outside the berm should be returned immediately to avoid damage from and to groundskeeping equipment.

v. Bushes and other plantings must appear healthy. Any dying bushes should be reported for removal and replacement, and any additional plants added by the Homeowner that are dying should be removed.

(3) Tree Rings: Must be made of Boulders or Landscaping blocks (no less than two blocks high) and must be intact and not collapsing. They must also be consistent with the boulders or landscaping blocks and landscaping rocks already present on that Unit's Berm.

(4) Storage: No discarded or broken items can be kept in driveways, yards, or under decks.

(b) Gardening. Food plants should not be planted in the ground, yard, or berm areas. Planters, not affixed to any structure, may be kept on decks, under decks, or on patios.

(c) Pet Damage. Any damage caused by pets will be the responsibility of the Homeowner. (See Pet Policy)

Section 3
Alterations or Additions to Landscaping

Any changes to the landscaping, beyond the Core Features (see above), must receive approval from the Architectural & Landscaping Committee.

(a) Application Process. Applications requesting changes must be submitted before any changes or work is done. They can be found on the Website (www.WindcrestOfEagan.com) or through the Property Manager. Requests are reviewed and decided within 30 days of receipt.

(b) Cost of Alterations or Additions. The Homeowner is responsible for the costs of adding, removing, or altering any landscaping features beyond the scope of the Core Features provided by the Association.

(1) A Homeowner may make a one-time request for the Association to remove landscaping blocks on Berm and/or Tree perimeters and replace them with the Core Feature at no cost to the Homeowner.

(c) Features Requiring Approval. Additional Tree Planting, Tree Removal, Berm Landscaping Blocks (including tiers), Berm Extensions (including under decks), and Tree rings.

(d) Features Requiring Association-Hired Contractors. Tree planting, removal, treatment, and maintenance.

(e) Right of Refusal. The Association has a responsibility to be cognizant of the financial burden placed on all Windcrest Homeowners by certain alterations or additions. If the Association deems a request will result in excessive maintenance costs or a detrimental effect on property values, the request will be denied.

(f) Violations. The Association may require Homeowner to reverse any changes made not approved by the Committee. For continued violations, the Association may assess fines to the Homeowner's Association account. See the Policies cover page for details of the Violation and Fee Disclosure.

LIVING UNIT AND PROPERTY INSPECTION POLICY

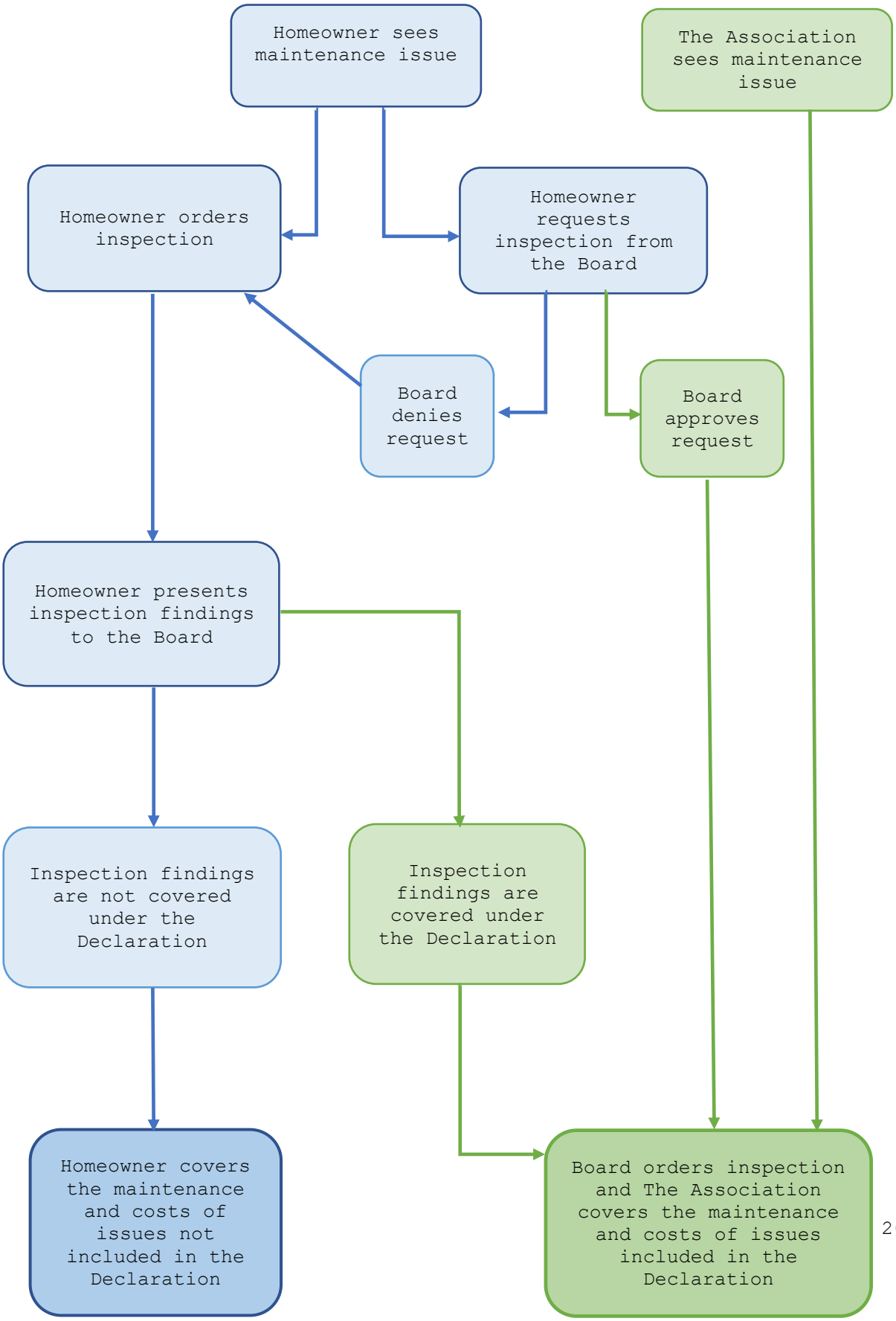
This policy lays out the process of inspecting the exterior of a living unit and/or property for maintenance or repair, who is responsible for what, and under what conditions an inspection may be performed. You may request an inspection using the maintenance request form at https://www.windcrestofeagan.com/forms.

HOMEOWNER PROCESS: If the Homeowner feels there is a maintenance issue that should be covered by The Association, they may bring it to the Board with a request. The Board will decide if The Association will pursue an inspection of the property based on the details of the issue(s). If The Association does not determine an inspection is necessary, the Homeowner may order their own inspection of the property and present it to the Board.

ASSOCIATION PROCESS: If the Association feels there is a maintenance issue as covered under the Declaration, it may perform any inspection of the exterior of any unit or property -OR- The Association will pursue a separate inspection if a Homeowner's report raises issues with any item covered under the Declaration.

	HOMEOWNER	**WINDCREST ASSOCIATION**
Right to Inspect Property	Any Homeowner is free to inspect their own property, and any unit to which they have been granted permission by the Owner.	The Association is permitted to perform any inspection of the exterior of any unit or property, at any time for any reason.
Right to Grant Permission to Inspect	Any Homeowner is free to give their permission for an inspection of their own property to another Homeowner.	The Association may not give permission to one Homeowner to perform an inspection on behalf of any other Homeowner.
Limitations to Inspect Property	No Homeowner is permitted to perform an inspection of another Homeowner's unit or property without their permission.	
Cost of Inspection	The Homeowner is only obligated to pay for an inspection they order. The Association will not reimburse for inspections it did not order.	The Association is only obligated to pay for any inspection it orders.
	HOMEOWNER	**WINDCREST ASSOCIATION**
Inspection Reports and Subsequent Actions	If a Homeowner orders their own inspection of their unit exterior or property, The Association *will not* be obligated to act (though it may at its discretion) in response to the findings of the inspection.	If The Association orders an inspection of the unit exterior or property, it *will* act in response to the findings of the inspection for any item covered in the Declaration.

INSPECTION PROCESS CHART



SNOW REMOVAL POLICY

Please contact the Property Manager with questions about service or immediate concerns.

(a) Definitions.

(1) Snow Event: A specific timeframe whereby snowfall begins, falls continuously, then stops. Snow depths referenced below are measured based on each Snow Event.

(2) Plowing: Snow removal by truck and plow from driveways, curb to curb, and may exclude garage aprons.

(3) Plow Thru: Truck and plow remove snow from the center of the driveway.

(4) Shoveling: Snow removal by hand shovel from walkways, front stairs, garage aprons, mailboxes, and fire hydrants.

(b) Plowing and Shoveling

(1) Timeframes for plowing and shoveling differ based on levels of snowfall and are subject to change based on contract terms with the service provider.

(2) Specific timeframes are posted on the Windcrest website under SEASONAL INFO https://www.windcrestofeagan.com/seasonal-info

(c) Delays of Service

(1) Extreme weather and severe wind chills will delay service, snow removal will resume when the Contractor deems it safe for their employees

(d) Sanding & Salting: This is NOT a routine winter service. The Board of Directors and/or Property Manager may order this additional service at its discretion, based on weather events. Please contact the Property Manager with questions or concerns about ice accumulation on your private driveways.

(e) Homeowner Responsibilities:

(1) Snow removal for Snow Events less than 1.5”.

(2) Snow removal from patios and decks.

(3) Snow Removal & Ice Dam removal from roofs and gutters.

(4) Ice on drives, steps, walkways, and garage aprons caused by drainage.

(5) The use of de-icing materials as necessary.

(6) Snow removal underneath and around parked cars.

(7) Snow removal from walkways caused by clearing patios/decks.

(f) Damage to Property: Accidents occasionally occur. The Homeowner must notify the Association Property Manager promptly of any damage caused by the Contractor.

(g) Parking: Refer to the City of Eagan parking ordinances under COMMUNITY RESOURCES

SNOWPLOWING FAQs

(1) Why are the flags installed along the drives gone before winter has hardly started?

These markers are placed to help identify the edges of the asphalt. They are only needed until snow ridges from plowing have been created. If you see kids have removed, moved, or broken off these markers, please reinstall them to help protect your property from snowplow damage.

(2) Why do you plow part of the driveway even though the snowfall has not ceased?

Your contract requires that for major snowfalls the center of drives (Plow Thru) will be plowed even before the snowfall stops. (See details above)

(3) When it gets slippery is the contractor required to sand?

Generally, slippery walkways and steps are not the contractor's responsibility. In all cases, sanding of the drives has been established by the Board of Directors to be done under only very specific conditions. (See details above)

(4) Why do I have to shovel my steps, walks, and the snow in front of the garage door?

It indicates above what areas the contractor is hired to shovel. In some cases, Homeowners shovel these areas before crews get there. This occurs because of the priority set by the Association on the drives before the sidewalks. In other cases, the snowfall has not been sufficient to meet the contract minimum depth.

(5) My car was left out during plowing operations and now I moved it. Will the contractor come back and re-plow?

The contractor cannot be responsible to return after every car is moved. We will, however, clean up that area during the new snow-plowing trip. The best solution is to move the car before we start plowing that driveway area.

(6) My area was not plowed because my neighbor's car was parked outside. Why didn't you plow my area?

There may not have been enough room to get the plow truck and blade in without causing damage to either your neighbor's car or other property.

LEASING POLICY

In accordance with Article XII, Section 1 of the amended Windcrest Homeowners Association Declaration, a maximum of **10% of Units may be converted to rental units**, subject to the limitations imposed by the Declaration, to enhance the quality of living for all Members. Additional stipulations are as follows:

Section 1
Homeowner

(a) Notice to Association: Owners must provide written notice to the Windcrest Association Property Manager whenever they lease/rent their home no later than the commencement of the lease. This must include:

(1) Updated Owner contact information including the new mailing address.

(2) The name and phone number of the renter and all occupants of the home.

(3) Any other information deemed necessary by the Windcrest Manager which relates to the operation of the Association.

(4) **LEASING PACKET:** A completed Leasing Packet must be delivered to the Association Property Manager along with the written notice. The Leasing Packet shall contain the following information:

i. Written Lease Agreement: A lease signed by both you and your tenants. Lease agreements must be at least six months in length and must state the amount of rent to be paid. Oral leases are not acceptable.

ii. Proof of Security Checks: Copies of credit, criminal, and unlawful detainer checks completed on all applicants (Property Management can provide these reports upon request for a small fee). For your protection, it is a good idea to have the applicant sign a written consent to these checks.

iii. Acknowledgment of Rules & Regulations: A receipt signed by your tenants acknowledging they have received, read, and understood the Windcrest Rules and Regulations.

iv. **A $250.00 non-refundable move-in fee.**

v. A receipt acknowledging your Association fees are paid in full (available from the Property Manager).

(b) Notice to Renter(s): Owner shall supply to the renter a copy of the *Rules and Regulations* and shall be responsible for the renter's and occupant's compliance with the *Rules and Regulations*.

(c) Unite Keys and Access: The Owner shall be responsible for recovering any keys and garage door openers from the renter.

(d) Maintenance: Each Owner shall be responsible for the necessary maintenance and repair to the unit, in accordance with Windcrest Rules & Regulations, By-Laws, and Declaration, during the rental period.

(1) Each Owner shall inform the renter regarding the types of maintenance and repairs for which the Owner is responsible and those for which the Association is responsible.

(2) It is the Owner's responsibility to handle all maintenance and repairs to the home and/or garage that are not the responsibility of the Association, and to make sure the renter understands that all matters regarding maintenance and repair of the unit and/or garage are to be handled with the Owner and NOT the Association Manager.

(e) Fines: The Owner is responsible for any and all fines levied due to uncorrected violations. (See Section 3)

Section 2
Renters

(a) Compliance with Rules & Regulations: All renters, unit occupants, or guests must abide by the Rules & Regulations of Windcrest Homeowners Association for the duration of their lease or stay at the unit.

Section 3
Association

Enforcement of Rules & Regulations: The Association will bring any violation by the renter, or their guests, of the Windcrest Rules and Regulations, Declaration, or By-Laws to the attention of the Owner. Upon notification by the Association, the Owner will ensure the violation is corrected within the stated time. The Owner is responsible for any and all fines levied due to uncorrected violations.

CONVERTING RESIDENCE TO RENTAL UNIT POLICY

In accordance with Article XII, Section 1 of the amended Windcrest Homeowners Association Declaration, the following policy will explain the process of converting an Owner's unit from Owner-Occupied to a leased unit:

With a maximum of 8 rental units permitted (notwithstanding grandfathered units leased prior to the 2026 amendment) there will be an application process for any owner who would like to begin leasing their unit.

Section 1
Application for Leasing

(i) All Owners who wish to lease their unit as non-Owner occupied must submit an application to the Board and to Property Management.

(j) Annual Application: Applications must be submitted on an annual basis for available rental slots, if any.

(k) Application Window: Applications will be opened for submission each year on February 1st and will close on March 1st. All applications submitted either before the window opens, or after the deadline, will not be considered.

(l) Application Submission:

(1) Applications may be submitted through the following channels:

i. Online through our website windcrestofeagan.com using the electronic form.

ii. A written letter request mailed to Property Management.

iii. Applications must be complete to be considered.

Section 2
Application Review & Approval Seniority

(e) Application Review: Applications will be reviewed only after the annual deadline has passed to ensure every interested party has had a chance to apply.

(f) Seniority: Approval for new leasing units will be based on the length of time the Owner has been a resident of the Windcrest Homeowners Association, priority given to the longest-term resident Owner.

(1) ***Waiting list: the Association WILL NOT maintain a waiting list of applicants. Every interested Owner must apply each year for newly opened spots, if any. The Board will not publish when new openings on the Rental List become available.***

(g) Notification: Owners will be notified by email or by phone, by our Property Manager, if your application to Lease has been approved or denied, within 30 days of the annual application deadline.

(h) Policy Compliance: All Owners who lease their units, or have been newly approved for Lease, must comply with all Federal, State, and local regulatory

guidelines and data requests made by our Property Manager for the purposes of maintaining rental records. Any newly approved Owner for the rental list who does not provide the requested information pertinent to the renting of their unit, as requested by Property Management, may have their approval rescinded. ***Please refer to the LEASING POLICY in the Homeowner Handbook for further details of the leasing process once approved.***

(i) Owners who have been newly approved for the Rental List have 12 months from the application deadline (March 1st) to secure a Lease on their property. Any unit that has not secured a Lease within this timeframe will be removed from the Rental List, and their spot will be awarded to the next qualified applicant.

ELECTRIC VEHICLE (EV) CHARGING STATION POLICY

Section 1

Installation

(e) Installer. Homeowner must use a licensed electrical contractor to install the EV Charging Station.

(f) Costs of Installation. Homeowner is responsible for all interior and exterior installation costs.

(g) Location. The EV Charger must be installed inside the unit's garage. The breaker size being installed, including amp output.

(2) The Utility Sub-Meter used to measure electricity usage must be installed on the front facing unit exterior on either the immediate left or right of the garage. Preference is given for the sub-meter to be located next to the existing utility meters if space is permitted.

(h) Utility Guidelines. Homeowner is responsible for following all Dakota Electric guidelines for EV Charger installation.

(i) Board Approval. Homeowner must submit the Architectural Request form along with the bid from the licensed electrical contractor. The bid should include, at minimum, the following information:

(3) Level 1 or Level 2 charger.

(4) Hard-wired or dedicated circuit.

(5) Placement of the EV charger inside the garage and placement of the Dakota Electric sub-meter on the exterior of the garage.

(6) Charging program elected by the Homeowner.

Section 2

Costs, Maintenance, and Damages

(d) Costs. Homeowner is responsible for the electricity costs associated with the use of the charging station.

(e) Maintenance and Repair. Homeowner is responsible for all maintenance, repairs, and replacements of the EV Charger, Dakota Electric sub-meter, and all associated wiring.

(f) Damages. Any damages of any nature to the EV Charger, owner's living unit, adjacent units, or any other personal property belonging to the owner of the EV Charger or another resident of Windcrest Homeowners Association that is attributed to the installation, use, removal, replacement, maintenance, or repair of the EV Charger will be the responsibility of the owner of the EV Charger.

(g) Liability. Windcrest Homeowners Association is not responsible for any damages, lapse in service, or any other costs associated with the improper installation or use of a private EV Charger.

Section 3
Termination, Disclosure, and Insurance

(h) Termination of Use. If use of the EV Charger is to be discontinued, the Homeowner is responsible for all duties and costs associated with discontinuing including contacting Dakota Electric for removal of the sub-meter.

(i) Disclosure. The disclosure of the EV Charging Station to potential homebuyers, as well as the disclosure of the associated owner responsibilities, is the responsibility of the owner of the EV Charger.

(j) Insurance. Windcrest Homeowners Association does not require Homeowners to have additional insurance for the installation or operation of an EV Charger. It is the Homeowner's responsibility to consult their insurance company to determine if there is a need or preference for additional coverage.

RESOLUTIONS

Aside from modifying recorded documents, a resolution is the most formal way that the Association can enact procedures for governance by its Homeowners. A Resolution formalizes the Board's decision.

CAPITAL IMPROVEMENT ASSESSMENTS

October 10, 2000
Re-Affirmed on April 9, 2002

Windcrest Association
Eagan, MN 55123

Dear Windcrest Homeowner(s):

The Board of Directors adopted the following resolution on October 10, 2000, and this resolution has been reaffirmed on April 9, 2002.

Capital improvements to the Windcrest Association such as roof, siding, and deck replacement(s) will be charged back to the affected homeowners as follows:

A portion of the total cost for a capital improvement project specific to a unit will be charged back to the individual homeowner at a rate of 25% not to exceed $1,500.00.

As an example, if one building were to have a new roof installed and the total cost of the project was $16,000.00, each homeowner in that building would be assessed 25% of $4,000.00 ($16,000.00/4) which would be $1,000.00.

The Board will allow each homeowner up to 12 months to pay the special assessment from the date of commencement. Homeowners will be notified in advance of a capital improvement, however, should notification not be received in advance, the homeowner is still responsible for the assessment.

The Association will not take responsibility for a future buyer not being notified by the seller of this resolution.

Windcrest Board of Directors

FORMS

LANDSCAPING / ARCHITECTURAL CHANGE APPLICATION

Date: _____

Name: _____

Address: _____

Phone: Daytime: _____ Evening: _____

1. Type of addition or alteration and purpose: _____

_____

2. Type(s) of material to be used: _____

_____

3. Color of visible materials: _____

_____

4. Location: _____

_____

5. Specifications: _____

_____

6. Estimated completion time from approval date: _____

7. *Please enclose a plan or sketch of the proposed project in full detail. (Your sketch or plan must show your project from at least two distinct views.) The contractor must have proof of insurance.

NOTE: The board reserves the right to have any addition or alteration returned to its original state at the Homeowner's expense if architectural permission has not been given.

Approved _____ Approval Signature _____

Declined _____ Date Approved _____

Please submit this form on our website at www.WindcrestOfEagan.com/forms
OR
Mail paper form to: Association Team Mgmt., PO Box 157 Cottage Grove, MN 55016, 651-459-9731 or email: ateammanagement@comcast.net

MAINTENANCE REQUEST FORM

Please submit this form on our website www.WindcrestOfEagan.com/forms OR fill out this form and return it to the Property Manager before the maintenance walkthrough if you have any Association maintenance requests for your unit. The Board will be doing an inspection of the development in April/May so the form must be turned in by then. During the inspection, the Board will look at your requested maintenance item to see if it is something that may be done this year.

Date:_____

Name: _____

Address:_____

Contact Number:_____

Email:_____

Work Requested: (Please describe in as much detail as possible)

_____

_____

_____

_____

_____

_____

_____

_____

Please submit this form on our website at www.WindcrestOfEagan.com/forms
OR
Mail paper form to: Association Team Mgmt., PO Box 157 Cottage Grove, MN 55016, 651-459-9731 or email: ateammanagement@comcast.net

PROXY FORM

Proxy Procedures:
If you are unable to attend A Meeting of the Members (Annual or Special Meetings), you may vote on whatever business is proposed to come before the Members by utilizing this PROXY. This proxy is valid up to the conclusion of the meeting which is referenced below and may be revoked at any time by the Homeowner granting the proxy rights.
Proxy Forms must be delivered to the Secretary before the start of the meeting.

(I/We) _____ of Windcrest Homeowners
(Homeowner(s) granting proxy)

Association, being (a) Member(s) in good standing, and under the provisions of the duly recorded Declaration governing said Association, do hereby grant (my/our) proxy to _____. This proxy, which is being
(person granted proxy rights)

executed for the _____ Meeting of the Members held on _____, or
(Annual/Special) (date)

any adjournment thereof, carries with it full rights to the proxy holder to cast this vote as they see fit, and as follows:

___ Full discretion is given to the proxy holder to transact any Member business.

___ The voting rights of this Proxy are limited to the topic(s) of

_____

Dated: _____

Signatures of the persons giving the proxy:
(All persons on the title must sign)

_____ _____
Owner 1 Property Address

_____
Owner 2

You may email this form to board.windcrest@gmail.com. OR submit this paper form through our website at www.WindcrestOfEagan.com/forms.

PETITION FOR A SPECIAL MEETING OF THE MEMBERS

Purpose of Special Meeting:

_____

The following Members hereby formally request to call a Special Meeting:

NAME	ADDRESS	SIGNATURE	DATE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
MINIMUM of 19 MEMBERS REQUIRED TO CALL A SPECIAL MEETING			

This petition should be submitted to the Board Secretary or President, please submit this paper form through our website at www.WindcrestOfEagan.com/forms OR email it to board.windcrest@gmail.com.