

Directory Updates

SUBMIT FORM:

Electronically (e-mail): cp.concernform@gmail.com

Paper: place in the designated mailbox (by the front door) at [991 Yuma Lane](#)

Check one:

New resident

Update to current information

Note: The information provided will be added to and published in the CPHA directory. All information is optional.

Name(s): _____

Address: _____

Phone #: _____

E-mail address: _____

Emergency contact name (best available): _____

Emergency contact phone #: _____

Do you want to receive the monthly Minutes/Newsletter electronically?

Yes

No

Important REMINDERS AT-A-GLANCE!

Regardless of whether you are a new owner, a new tenant or a short-term visitor please take a moment to review this letter, it will help you avoid the most frequent mistakes made by residents.

You can avoid embarrassment, annoyance, and expense by reading and understanding the Association Governing Documents and Rules & Regulations found on our website www.cimarronponds.org. If you have a question, please ask a member of the Board of Directors.

Do absolutely nothing to the exterior of your home or yard without prior written permission of the Board of Directors. Even planting a bush in front of your home requires prior approval, as does interior renovation if in doing so you or your contractor needs a dumpster, Pod, or Green Disposal Bag.

A Board Member Responsibility chart is available on our website and distributed to all 228 residents as well as all absentee owners/landlords whenever there is a change in officers or duties. Please consult that chart for information on which Board member to contact if you have questions.

The speed limit throughout CPHA is 30 mph. We have several walkers, residents and outside neighbors who need your consideration when you are driving through the neighborhood.

Lawn cutting is provided weekly on Tuesdays, weather permitting. Our contractor is not required to move lawn furniture pots, statues or other objects nor are they required to do any special request mowing or trimming. If you have "things" like this, make sure they are off the grass by 7:00 AM on Tuesdays.

No patio surface area to put your "stuff"? If you have a three- or four-season porch, city regulations require the cement slab be removed as a condition of adding the porch. There may be ways to address adding a surface but there are restrictions as required by the City of Plymouth. Ask a Board member for details.

Household pets, at mature size, may not be more than 20" at the shoulder, specifically at the withers, the highest point of the shoulder located just below the neck. They must be leashed by the owner or the renter when on Common Property or on the owner's property. All dogs must be registered with CPHA, required dog tags must be attached visibly to a leash. See our website for more information.

Pet droppings must be picked up daily. For health and safety reasons, our contractor reserves the right to not mow yards or adjacent common areas that have dog droppings.

Adding a new garden/landscaping? Submit the proper forms found on our website detailing your plans and then wait until you receive written notice before you start. The drawings do not need to be formal. A sketch detailing 'what goes where' will be just fine. All paperwork should be e-mailed to cp.concernform@gmail.com OR placed in the designated mailbox (by the front door) at 991 Yuma Lane.

Helpful things to know about your new neighborhood

- **Trash pick-up** (brown container) is included in your monthly Association fee. Pick-up is on Friday morning and is provided by Republic Services (763-972-3335). If a holiday occurs on a weekday, trash will be picked up on Saturday. The authorized container may be set out on Thursday evening. It should be located at the end of your driveway for pick-up with ample room on both sides to allow for the automatic "arms" to pick it up.
- **Curbside organics collection** (blue container with an orange lid) is also picked up Friday morning. The authorized container may be set out on Thursday evening. All households pay for organics recycling through their utility bill, like regular recycling. Residents must sign up to receive an organics cart to get started. Sign up and learn more at plymouthmn.gov/organics.
- **Recycling** (blue container) is picked up every other Friday morning. The authorized container may be set out on Thursday evening. It must be placed on the opposite side of your driveway, away from your trash and/or organics containers, to allow the automatic "arms" to pick up the container for dumping. For information on receiving a container contact Republic Services (763-972-3335).
- **Requests for alterations to landscaping or trees** on your property must be approved by the Board prior to work commencing. Before you dig anywhere on your property, call 811 to have utility lines marked at no charge. No alterations to the irrigation system are permitted. Required approval forms can be found on our website.
- **Alterations to landscaping or trees on the common grounds** and around the pond banks are not permitted. If you are unsure of where your lot lines are located, please ask for clarification.
- **The City of Plymouth Pet Ordinance** is enforced by the City of Plymouth. Additionally, CPHA has a size restriction for dogs. Dogs must be no larger than 20" at the shoulder (withers) at full growth. All dogs must be registered with CPHA, required dog tags must be attached visibly to a leash. See our website for more information.
- **All streets in Cimarron Ponds are classified as public streets.** The City of Plymouth prohibits overnight parking between the hours of 2 AM and 5 AM year around. Snow emergency notices are available from the City of Plymouth through email alerts. Check the City website for information.
- **Exterior insurance is covered by a master policy held by CPHA.** A copy of the master policy can be found on our website. The interior insurance is your responsibility, all homeowners should have an HO-6 policy that protects their unit, everything it contains, provides liability coverage, loss of use coverage and more. Talk to your insurance agent about obtaining appropriate coverage.

- **Features that were not originally provided** on the homes are the responsibility of the homeowner. These include three- or four-season porch additions, storm/screen doors, skylights, solar tubes, stove vents which are externally vented. Only original construction is the responsibility of the Association.
- **Homeowner is responsible for shutting off the water** to the OUTSIDE WATER FAUCET PRIOR TO WINTER. A water shut off guide can be found on our website.
- **Screened patio porches are popular here.** They are installed in the spring and must be taken down in the fall (by October 30th). Any damage to the building or roofs from the porches, including not removing them in the fall before it snows is the responsibility of the homeowner.
- **Damage to garage doors is the homeowner's responsibility**, including springs, tracks, spring shaft cables and door openers. In 2001 the Association replaced all the original doors.
- **Feeding geese** is prohibited.
- **An underground irrigation system** covers all private property and the common grounds. Absolutely no alterations or modifications to the irrigation system are permitted. Homeowners will be responsible for the cost of any necessary repairs or damage. If adjustments to the heads are needed contact a Board member.

LM 10/24

RULES AND REGULATIONS

Cimarron Ponds Homeowners Association, Inc.

Effective Date: November 13, 2019

WHEREAS, the Board of Directors of Cimarron Ponds Homeowners Association, Inc. (the "Association") is the entity responsible for the operation of the community commonly referred to as the Cimarron Ponds Homeowners Association, as described in its Second Amended and Restated Declaration of Covenants, Conditions and Restrictions dated August 24, 2016, and recorded with the Hennepin County Registrar of Titles as Document Number T05383418 (the "Declaration"), the Second Amended Bylaws dated August 24, 2016 (the "Bylaws"), and the Articles of Incorporation dated May 26, 1977 (the "Articles of Incorporation") (collectively, the "Governing Documents"); and

WHEREAS, the Board has the authority and responsibility to promulgate reasonable Rules and Regulations governing the use of the property of Cimarron Ponds Homeowners Association as said term is defined in the Declaration, which authority is explicitly contained in Article 11 of the Articles of Incorporation, Section 6.4 a. of the Bylaws, and Section 5.6 of the Declaration; and

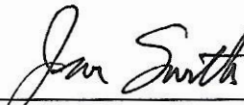
WHEREAS, the Board has made findings of fact based upon its experience in the operation of the Association which has resulted in the adoption of certain reasonable Rules and Regulations for the health, safety and welfare of the owners of the Association; and

WHEREAS, the Board has, at a duly called and noticed meeting therefore held on October 8, 2019, voted by a majority of the Board of Directors to ratify and promulgate the Rules and Regulations attached hereto and incorporated herein by reference.

NOW, THEREFORE, be it resolved that the Rules and Regulations contained in are hereby ratified and promulgated to be effective November 13, 2019, pursuant to the powers granted to the Board of Directors of the Association.

Resolved this 8th day of October, 2019.

**CIMARRON PONDS HOMEOWNERS
ASSOCIATION, INC.**

By: 
Jim Smith

Its: President

Building Alterations/Additions:

1. For building alterations or additions, plans must show all structural dimensions, support structures, size and type of materials to be used. Any alterations, including replacement windows must be approved by the Board of Directors. Plans must be clear and complete but do not need to be professionally drawn. Alteration forms are available at our website, www.cimarronponds.org. The approval process is set forth in Section 8 of the Declaration. The Board shall provide written notice of approval or disapproval within thirty (30) days of the submission of plans and specifications.
2. Applications received for architectural or landscaping alterations will be reviewed by the Board.
 - a. If an Application for Approval of Changes to Structure or Landscape is denied, you will be notified of the reasons for denial within thirty (30) days, as provided in the Declaration.
 - b. If an Application is approved, the project must be completed strictly in accordance with the approved plan and completion date. You must call **811** to have all underground utilities marked. All low **voltage lines** must also be located- this includes cable and telephone. Finally, notify the appropriate Board member who can assist with the identification of **irrigation lines**. All damage to these lines is the responsibility of the homeowner.
 - c. Any project not completed in accordance with the approved specifications must be redone to comply with the approved specifications or be removed at the homeowner's expense within thirty (30) days.
 - d. All permits required for the alterations are the sole responsibility of the homeowner, and copies must be made available to the Association upon request.
 - e. The homeowner is required to ensure that the contractor has adequate insurance to cover the risk of loss associated with the project and will supply proof of insurance to the Board.
 - f. Owners must notify the Board and the City of Plymouth of any planned encroachments (alterations) on city easements. Only the City can grant approval. Surreptitious encroachments are subject to demolition without compensation.
 - g. The Association has no responsibility for testing or for mitigation of any Radon problems. For architectural control purposes, any tube installed for Radon venting must be low visibility with an Association approved placement.

Garages/Vehicle(s):

3. Garages may not be used for or converted to any other use than the parking of homeowner or occupant vehicles.
4. Storage of flammable liquids in garages is not permitted except in fire proof metal containers, as per the city of Plymouth. Plastic gas cans shall not be used for storage.
5. Overhead garage doors are to be closed and locked when not in use. A garage door is considered closed if it is open no more than 6 inches for ventilation.
6. Homeowner vehicles are not to be kept elsewhere on the property.
7. Maintenance and repair of vehicles in garages is not allowed if such repairs or maintenance activities pose a danger or disturbance to neighbors.
8. Grilling or cooking of any type in garages is not permitted.
9. Vehicle owners are responsible for removing their vehicle(s) from the driveway during snow removal activities. If not removed, the driveway will be left unplowed. The owner impeding snow removal shall be responsible for clearing the snow from the roof neighbor's side of the driveway. If the impeding owner does not clear the snow, the Association may do so and assess the costs thereof to the impeding owner.
10. Vehicles shall not be left standing anywhere on the property in a non-operative condition. All vehicles must have current license tags. No vehicle repairs will be permitted on 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 owner or unit owner involved.
11. Motorized vehicles of any type shall not be allowed on the Property except on designated roadways, driveways and garages. Use of all-terrain vehicles or snowmobiles on the property is prohibited.
12. Boat and/or recreational equipment of any kind including tractor trailers, trailers of all types, including recreational vehicles, motor homes, trucks in excess of three-quarter ton, bicycles, motorcycles, all-terrain vehicles and snowmobiles are not allowed to be parked or stored on Association property for more than one week.
13. Vehicles belonging to an owner or occupant, or their guests, must be parked in such a manner as not to impede or prevent ready access to any unit's garage, block mail/paper delivery or emergency vehicles. Parking of any vehicle or trailer, or storage of any materials in the cul-de-sac areas is expressly forbidden according to City of Plymouth regulations.

14. The City of Plymouth does not permit overnight parking on city streets between 2am and 5am without a special parking permit; this includes all Cimarron Ponds streets, including cul-de-sacs.
15. Parking is never allowed in the turnaround area of the cul-de-sac; emergency vehicles cannot make the turn when impeded by other vehicles.
16. The Board maintains the authority to have the vehicle(s), or stored items, removed if they are not in compliance with these Rules and Regulations. Residents are advised to call the City of Plymouth directly to correct parking violations; call the traffic line at 763-509-5177.

Garbage/Recycling:

17. All garbage must be stored in a closed, tight container. Material put out for recycling must be in the city approved container. Trash cans and recycling bins should not be set out more than one (1) day before pick-up and returned to homeowner's garage no later than one (1) day after pick-up.

Landscaping:

18. Only the owners of a unit may apply for and receive approval for changes in landscaping or alterations of any kind.
19. When applying for approval to make landscaping alterations, you must submit an "Application for Approval of Changes to Structures or Landscape" form and two copies of your plans - one for the homeowner and one for the Association. Any simple changes to be completed directly by the owner may use the alternate "Shrub-Tree-Flower-Patio form available from our website, www.cimarronponds.org.
20. Applications received for architectural or landscaping alterations will be reviewed and responded to by the Board within thirty (30) days.
 - a. If an application for an approval of changes to landscaping is denied, you will be notified of the reasons for denial within thirty (30) days after submission to the Board.
 - b. If an Application is approved, the project must be completed strictly in accordance with the approved plan and completion date. You must **call 811** to have all underground utilities marked. All **low voltage lines** must also be located - this includes cable and telephone. Finally, notify the appropriate Board member who can assist with the identification of irrigation lines. All damage to these lines is the responsibility of the homeowner.

- c. Any project not completed in accordance with the approved specifications and completion date must be redone to comply with the approved specifications or be removed at the homeowner's expense within thirty (30) days.
 - d. All permits required for the alterations are the sole responsibility of the homeowner.
21. Plans for all landscaping must be approved by the Board **before** any work begins. Board approval or denial will be done within thirty (30) days from the date of submission to the Board. Plans must show how all materials are to be used. Plans will be evaluated on an individual basis, considering any unique circumstances of the lot plan. Approval of any landscaping does not signify that similar plans for another unit would be approved. Each request will be evaluated on an individual basis. Specific guidelines developed by the Board will include the following:
- a. Underground utilities, as well as irrigation lines, must be marked before digging. It is the responsibility of the homeowner to call 811.
 - b. Placement of shrubs and trees must be such that they will not cause a problem when full-grown. They may not be planted too close to the house, fences, sidewalks or driveways. Enough room must be allowed for spread of the mature plant. Planted trees and/or shrubs must not result in an overhang that impedes the removal of snow or lawn clippings from the sidewalk. Planted trees and/or shrubs must not be allowed to block emergency egress from any window; a two-foot cut back is required and inspected for.
 - c. All landscaping, including patio plants and other non-original items added to the exterior of a unit, must be installed and maintained so as to not impede or hinder mowing or snow removal.
 - d. Fruit trees are not allowed.
 - e. Trees and shrubs with shallow root systems that propagate suckers (i.e. willows or sumac) or have serious disease or maintenance problems are not allowed.
 - f. Climbing vines that attach to the brick exterior or the fences are not allowed. Any existing vines that attach to the building exteriors or fences must be removed. The Association has the right to remove these vines and assess the costs of removal to the Owner. Flowering vines on trellises are permitted.
 - g. Annual or perennial flowers, including bulbs, are allowed if included in beds, but must be maintained by the homeowner. Areas marked for annual or perennial flowers may be specified as "Annuals" and/or "Perennials" on a proposed plan.

- h. Ground cover will be approved as a bed cover if it is a type that can be kept within bed borders.
- i. The homeowner bears responsibility for the maintenance of any shrubs, trees and flowers planted on individual lots. The Association's responsibility for maintenance of trees and shrubs on Common Areas does not require replacement of dead shrubs and trees and may be limited to removal. Debris on private property must be hauled away by the homeowner. All tree replacements require approval.
- j. The removal or trimming of trees by owners on the common grounds, without Board approval, is expressly prohibited. The Board reserves the right to levy a fine for such violation.
- k. Planting on the common grounds is prohibited, unless specifically approved by the Board. The use of chemical weed killer along the pond banks is not permitted, nor is any clear cutting. The Board reserves the right to levy a fine for such violations.

Leasing:

- 22. In addition to restrictions in the Governing Documents referencing leasing or renting a unit:
 - a. The unit and its garage must be leased together, in their entirety and cannot be subleased.
 - b. Each time a unit is leased or rented, or whenever a rental period is extended or renewed, the owners must provide the following information in writing to the Association no later than seven (7) days prior to the commencement of the lease and must contain the following information:
 - (1) A copy of the rental/lease agreement. Financial information (rent) can be blacked out.
 - (2) The name and phone number of the renter and all occupants, and a list of vehicles driven by the occupants, including the make, model and color of the vehicle.
 - (3) Proof of rental license from the City of Plymouth.
 - c. It is the owner's responsibility to supply a copy of the Governing Documents and the Rules and Regulations to the renter and to ensure that the renter, occupants, and guests comply with all Association regulations.

- d. No Airbnb or similar short-term vacation rentals are permitted for a unit; a minimum term of a one (1) year lease/rental is required per our Governing Documents.

Outdoor Furniture/Equipment:

- 23. Furniture items such as lawn chairs and picnic tables must be placed so as to not interfere with lawn care.
- 24. No permanent recreational equipment may be erected or affixed to any portion of your home or yard including but not limited to, basketball hoops, volleyball net standards, swing sets, gym sets, or other play equipment.
- 25. Small wading pools may be used on your lawn, but only if they are removed on a daily basis and do not interfere with lawn care. Lawn damage caused by wading pools is the responsibility of the homeowner.
- 26. Sandboxes are not allowed on lawns or grassy areas.
- 27. Personal property, except for lawn furniture and grills, may not be stored outside your home or garage, on or beneath your deck, or on your patio. This includes, but is not limited to bicycles, garbage containers, motorcycles, and snowmobiles, all of which must be stored in your home or garage. If your lawn furniture and grills are covered, tarps/covers should be brown, black or tan. Only one grill at a time may be visible outside your unit.
- 28. Hot tubs are not permitted.

Pets/Animals:

- 29. All pets must be properly controlled in accordance with the leash laws and ordinances of the City of Plymouth. The complete ordinance can be viewed at the www.plymouthmn.gov website under Departments » Public Safety » Police » Regulations & Enforcement » Animal Control. Residents are advised to call the City of Plymouth directly to correct statutory pet violations; call the main number at 763-509-5000 and ask for a Community Service Officer. Violations of Association only rules and regulations that are enforced by the Board may be submitted anonymously. Any Association-only rule violation complaint should be submitted with photo, video, or audio recordings; this is a new requirement based on the prevalence of smart phones. Association-only rules are identified where appropriate in the subparagraphs below.
 - a. The owner or keeper of a pet is responsible for cleaning up after that pet immediately including soiling in the pet owner's yard (an Association rule) and in any other location within Association boundaries - including city streets and city cul-de-sacs and Association pathways and Association

property. Waste from pet cleanup must be disposed of in the garbage container at the residence of the pet owner.

- b. All damages to common grounds – lawns, structures, trees or shrubs - caused by a pet are the responsibility of the owner. This includes lawn burnout from animal wastes, holes dug in lawns, and damage from chewing or scratching on walls, shrubs or trees. All such damage must be promptly repaired with materials of the same quality, at the pet owner’s expense. This is an Association rule. In the event a pet owner fails to make such repairs, the Board shall have the right to make the repairs and assess the cost of such repairs to the pet owner.
 - c. No animals, rabbits, fowl or poultry of any kind shall be raised, bred or kept in or on any part of the Common Elements.
- 30. Household pets, at present size or projected mature size, may not be taller than 20 inches. This measurement is taken at the highest point of the shoulders, right behind the base of the neck. Complaints submitted to the Board, regarding violation of this Association rule, will trigger a deadline for the owner to produce documentation from a veterinarian for a height measurement or from a physician for companion animal designation. Any Animal found to be oversized and non-exempt shall be kenneled outside Association property. The Association cannot stop pet owners (resident or non-resident) from walking over-sized animals on city streets and cul-de-sacs.
 - 31. Household pets shall not be kept, bred or maintained for any commercial purposes.
 - 32. Households are limited to two allowed animals - two dogs, or two cats, or one dog and one cat.
 - 33. Dogs shall be leashed at all times when outdoors; the Association requires this even on the owner’s property; the City of Plymouth requires it everywhere outside the owner’s property.
 - 34. When being walked, dogs must be on a leash no longer than 6 feet per City of Plymouth regulations. This includes retractable leashes which must be locked at 6 feet or less.
 - 35. When requested, companion status for dogs must be verified by a physician and submitted to the Board of Directors.
 - 36. No kennels, cages, animal houses, invisible fences, or dog runs of any kind may be constructed or placed on any lot or on any part of the Common Area.
 - 37. Dog barking, baying, howling, or crying is defined by the City of Plymouth as disturbing the peace and quiet; the ordinance details include “... any noise by any Animal which can be heard by any person...from a location outside of the building or premises where the Animal is being kept... over at least a five-minute period of

time...” Residents are advised to call the City of Plymouth directly to correct statutory pet violations; call the main number at 763-509-5000 and ask for a Community Service Officer. Need proof? Use the camera on a smart phone to prove your location outside a noisy unit and use the microphone to prove duration of the Animal disturbance. Most smart phones come with a record app (Voice Memos on the iPhone) that can record 5 minutes of barking.

38. In order to curtail trespassers with dogs, all owners/renters will be required to register their dog/s on an Association dog manifest; that manifest will include a tag # (for a tag to be attached visibly to a leash), breed, address, email, and phone/mobile.
 - a. When an ‘un-tagged leash’ is observed on Association common grounds, owners/renters may be asked ‘if they are Cimarron Ponds residents’ and whether their dog is registered on the Association dog manifest. If the dog/walker is trespassing, descriptions of the trespasser and dog need to be reported. If the dog simply needs to be registered, the violator will have 48 hours to register their dog and receive an Association tag. If the owner/renter does not comply within the 48 hour window, they will receive a written warning notice from the Board. The Board will again follow up with a 48 hour time frame to comply with registration. If the owner/renter fails to comply, they will be subjected to a \$35.00 fine for each day thereafter that they are not in compliance with the Association dog registration/tag rule.
 - b. Owners/renters will receive no more than two numbered Association leash tags for “allowed and currently manifested” dogs living on their property. The first issue is complimentary; if lost, each replacement tag will cost the owner/renter \$75.00 to replace.
 - c. Tags are to be attached to the dog’s leash; there are NO exceptions.
 - d. The Association dog manifest will be updated on an ‘as needed’ basis, as well as ‘once a year’. It is the owner’s/renter’s responsibility to inform the Board of any new/additional or removed dogs.
 - e. Owners/renters that will be having a ‘visiting’ dog, or doing courtesy dog sitting, cannot allow that dog off their yard without registering their ‘visiting’ dog or temporarily using their existing tags.
39. No owner/renter shall operate a dog sitting business or dog walking business. (See paragraphs 7.3 and 7.4 in the Association Declarations).
40. The above rules also apply to service, helper, and companion dogs.
41. Feeding geese is prohibited by the City of Plymouth and the Association.

Screen Porches/Fences/Attachments/Lights:

42. Screened porches must be removed no later than October 30th each year. The Board reserves the right to remove any porch and charge the homeowner for any costs incurred in the removal and for any repairs to the exterior of the house due to, or related to, a screened porch.
43. Removal or addition to privacy fences requires written Board and fence neighbor approval.
44. Fences must be cleared of any attached plants, shrubs, vines, or trees. Trellises are allowed.
45. Awnings, outside electric shades, and outside decorative burglar bars are not allowed. Banners should not be permanently attached to the home. Consideration must be given not to disturb your neighbors when installing wind chimes or other devices that produce noise, especially close to bedroom windows.
46. If the homeowner installs a utility meter cover (using an Association approved construction plan), it must be painted in the approved color and maintained by the owner(s).
47. Installation of a new storm door requires prior Board approval of design, color and material.
48. Light bulbs in exterior fixtures must not exceed 60 watts.
49. Landscape lighting must not impede standard mowing or snow removal operations. The Association is not responsible for damage to these fixtures.
50. Outdoor clotheslines, clothes or laundry are not allowed to be hung outside any unit.

Signage:

51. Signs of any kind are prohibited on any unit, lot or Association property. "For Sale" signs may be displayed during an actual Open House event. Security system signs provided by security companies are permitted.

Satellite Dishes:

52. Satellite dishes less than one meter in diameter are allowed and must be installed in accordance with Association guidelines. A Cimarron Ponds Satellite Dish Installation Guideline Form is available online at our website, www.cimarronponds.org. No other antennas of any kind, including TV, CB, or ham radio antennas, may be attached to the exterior of any building or placed within the boundaries of any unit. Satellite dishes must be professionally installed in a manner which does not cause damage to any portion of the building. To the extent feasible, wires, cables or

conduits must be professionally installed with minimum visibility from the exterior of the Unit. Any Owner who installs a satellite dish must remove it and repair any damage to the building upon termination of their ownership. Mounting brackets, which are sealed to the roof, may be left in place to maintain water tight integrity.

Storage:

53. Storage buildings, sheds, or structures of any kind, whether attached or detached, temporary or permanent, are not allowed.
54. No explosive devices of any kind are permitted on the property.

No Drones:

55. For the safety and privacy of all residents and to protect the improvements made by the Association, no drones, unmanned aerial vehicles (UAV), or similar remote or radio controlled aerial devices shall be allowed anywhere outside of an owner's residence. Any devices found in the common areas will be confiscated by the Association and deemed abandoned by the owner.

No Smoking (Facilities and Common Grounds):

56. For the safety of the property and the health of all residents of the Association, no smoking of cigarettes, pipes, cigars, or any other tobacco product, electronic cigarettes, personal vapor devices, or electronic nicotine delivery devices shall be permitted anywhere on common grounds or Association facilities. The smoking of illegal substances is also not permitted within units per city, state, or federal regulations. "Smoking" shall include the inhaling, exhaling, burning, or carrying of any such lighted or heated prohibited product or substance anywhere on common grounds or Association facilities.

No Indoor Crop or Plant Cultivation:

57. For the safety and integrity of the Common Elements and structures, and for the purpose of preventing the accumulation of moisture and the growth and spread of mold or mildew (which may cause damage to the Common Elements) no Resident or Owner shall be permitted to use a Unit, or any portion of a Unit, for the cultivation or growing of any plant, crop, or vegetation, including marijuana (whether or not it's intended use is for medical purposes).
58. No Resident or Owner shall be permitted to install or maintain hydroponic watering devices, heating devices, or lighting devices intended to aid or facilitate the cultivation or growing of any plant, crop, or vegetation. The foregoing paragraphs are intended to prohibit the cultivation and growth of crops within a unit, including marijuana.

Financial Controls for Directors and Outside Accountants:

59. Checks/Bills/Invoices

- a. All bills/invoices require a director's approval for payment prior to check generation by our outside accountant. Signed annual or multi-year contract items (as approved by the Board) shall serve as the standing approval for payment during the contract term.
- b. All bills/invoices should identify the general ledger account to be charged prior to payment.
- c. Checks used for payments shall require two qualifying (authorized directors) signatures.
- d. Pre-signed (blank) checks that have more than one qualifying signature shall not be given to the Association's outside accountant or the office thereof.
- e. Director incurred expense reports must be approved by another director prior to reimbursement.
- f. For amounts of \$250.00 or less, director incurred expense reports may be reimbursed by a check that includes the authorized signature of the director being reimbursed. If the incurred amount is greater than \$250.00, the reimbursement check must be signed by two other authorized directors that are not being reimbursed. If one of the authorized check signers is unavailable, that signer shall send an email authorization to the Association board that permits an authorized signer being reimbursed to be the second signer on his or her own reimbursement check.
- g. The Association shall carry bonding/insurance for the outside accountant, and the office thereof, that covers any culpable losses of Association funds.
- h. All contractors must provide proof that they carry workman's comp and liability insurance naming the Association as 'Additional insured' to the Association's outside accounting service BEFORE any work commences. The director contracting the work is responsible for ensuring this is done.

60. Cash Management

- a. The collected monthly dues are to be deposited into the Association's bank accounts within two (2) business days of receipt.
- b. The cash of the Association will be distributed into accounts that are FDIC insured and not in excess of FDIC coverage.

- c. Cash balances in excess of \$99,000.00, should be deposited into interest-yielding CDs and high-yielding money markets that are FDIC insured.
- d. The Board shall identify minimum balance targets for operating and reserve cash accounts.
- e. The Board shall budget an annual amount for contingencies; this contingency amount shall be deposited into reserves at the end of the accounting year, if not used.
- f. The Association's Treasurer shall identify if adequate funds are being set aside for replacement of Association assets and major repairs.
- g. The Board shall approve and engage the financial auditors for the annual review or audit. The Board will require the auditor to perform annual bank confirmation procedures as part of the engagement.
- h. The Association's Treasurer will approve bookkeeping changes for any audit weaknesses uncovered by the auditor.
- i. Original unaltered bank statements are needed by the Association's Treasurer as they are received. The method of obtaining these documents is to be determined by the Association's Treasurer.
- j. The outside accountant will ensure that directors receive the latest monthly financial statements at least two (2) business days before the next monthly Board meeting. For example, financial statements should be available Friday for a Board meeting the following Tuesday.
- k. All bank accounts and CDs shall require three (3) officers of the Board to be authorized signers on them.
- l. The outside accountant shall, at the discretion of the Board, provide the Board with separate monthly financial statements for each of the operating and reserve funds.
- m. The Board shall require the annual auditor to provide an engagement letter prior to the start of any service. The engagement letter will include a statement of the scope to be covered, the responsibilities of the parties, an estimated completion date, and an estimate of the fee to provide the service. The Board reserves the right to seek competitive single or multi-year bids.
- n. The Board will require the auditor to present the audit or review report, and findings of any weaknesses, annually at a monthly meeting after completion of the services.
- o. Annual operating cash should be maintained at a balance less than \$100,000.00 as of December 31st.

- p. Reserve cash should be maintained at a balance of approximately \$250,000.00 at all times; any excess should be deposited into higher yielding money market instruments and CDs, and all Association funds shall be FDIC insured.

61. **Delinquencies**

- a. An owner is initially charged late fees for late payment of dues.
- b. A thirty (30) day demand letter from the Association attorney is subsequently sent for continued non-payment or delinquent payments.
- c. An owner that cannot make good their account within thirty (30) days of the demand letter may apply for the payment plan in paragraph d. below.
- d. Any owner, that has dues in arrears, must show good faith by paying current dues on time with an additional fifteen percent (15%) of the delinquent amount – to ensure retirement of the debt within seven (7) months. Failure to adhere to this payment plan, or additional delinquencies, makes the entire delinquent amount payable immediately.
- e. If the delinquent (dues or fees) owner does not agree to the payment plan or defaults on the payment plan, the next step taken by the Association is to proceed with foreclosure/litigation. Since a lien on the property is already granted to the Association in our governing documents, that lien will be transferred to the title as necessary to flag any buyer or seller (estate) that a debt remains unpaid.

Violation of Rules, Regulations. Governing Documents:

62. Violation of Applicable Law or Governing Documents or Rules and Regulations of Cimarron Ponds Homeowners Association.

In the event of a violation of any of the provisions of the Governing Documents of the Association, or its Rules and Regulations, by any homeowner, occupant, tenant, or guest, the Board of Directors may take the following actions:

- a. Give written notice of such violation to the owner. Notice shall be by mail or by personal service. Such notice shall advise the owner that if the violation is not remedied within a time frame specified by the Board, a fine will be imposed against the property as set forth below.
- b. In the event the violation is not fully remedied within the timeline specified by the Board, a fine will be levied against the violating property in the amount of Thirty-Five and 00/100 Dollars (\$35.00) per day commencing on the date the violation is verified by the Board, and continuing each day until the violation is fully remedied and proof of remedy is provided to the Board. Such fine shall be payable on the first (1st) day of the month, and shall be subject to the same late payment penalties as any other late payment made to the Association.
- c. If written notice of a violation has been given and the violation has been fully remedied, and there is a reoccurrence of the same violation, it shall be considered a new violation and shall result in a fine of Seventy and 00/100 Dollars (\$70.00) per day being levied per violation without further notice.
- d. In the case of a leased or rental property, the homeowner is responsible for the enforcement of the Rules and Regulations and, thus, responsible for the fines levied against the tenant. The Association shall notify the homeowner of any violations of any tenant or occupant and the homeowner shall be responsible to remedy any such violations.
- e. In the event a violation affects the health or safety of the residents of the Association, the Board reserves the right to immediately remedy the violation without notice to the property owner. In such event, the owner must pay the actual cost of the remedy in addition to the amount of the daily fine from the date the violation is verified by the Board. The minimum fine imposed in such cases involving health or safety risks shall be One Hundred and 00/100 Dollars (\$100.00).

63. Homeowners and tenants must comply with all ordinances, laws, rules and regulations of the City of Plymouth and the State of Minnesota.

64. "Association Resolution Process" enumerated or stated below:

Association Resolution Process

The Board's **Resolution Process** for breach of any of these Rules and Regulations includes the following steps:

1st The Board will make itself available to homeowners to discuss a complaint or a violation of the Rules and Regulations, in an attempt to resolve the situation.

2nd If unresolved after a discussion with the homeowner, the Board will issue a written notice of the violation and a statement of the subsequent actions to be taken in the event that the violation is not remedied within the timeframe specified by the Board.

3rd Homeowner will have ten (10) days from receipt of a violation letter to request, in writing, a hearing before the Board. At this hearing, if you request one, you may explain your situation and present any reasons as to why you feel you should not be fined or subjected to any other discipline and/or remedies which are allowed under the Association's Governing Documents, including its Rules and Regulations.

4th The Board will take whatever actions are necessary to remedy the violation, including, but not limited to, making repairs, towing vehicles, etc. and billing the costs to the homeowner, as well as issuing fines, payable monthly until the issue is resolved.

CIMARRON PONDS HOMEOWNERS ASSOCIATION (CPHA)

CONCERN FORM USE

The CPHA website contains several Concern Forms, completion of the applicable form is required before you begin any project. All may be printed and filled out for delivery, and most are available in fillable format for sending electronically (e-mail).

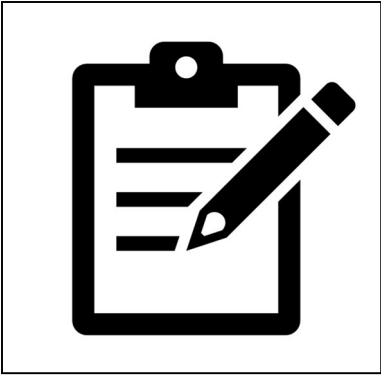
ALL FORMS, concern forms, directory updates, approval requests (e.g., alterations, landscaping, etc.), should be e-mailed to cp.concernform@gmail.com OR placed in the designated mailbox (by the front door) at 991 Yuma Lane.

The Concern Form is the tool used to communicate, to the Board, the need for repair and/or maintenance of our buildings and grounds. This also includes **ANY** alterations to the buildings and grounds.

Please remember that all projects **REQUIRE** completion of a Concern Form and Board approval **BEFORE** any work is started. The Concern Form starts the process for both **Association Responsibility and Homeowner Responsibility**. Listed below are some of the most common projects.

ASSOCIATION RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
All common property areas	Dumpster, storage unit or portable toilet
Roof, fascia, soffits, gable ends & brick	Garage door, utility screen and gable louver
Fence and exterior wood trim	Front door, storm door and service door
Home numbers and front light fixture	Patio door and windows
Garage door jamb, sweep and weatherstrip	Exterior faucet and GFI outlet
Driveway and sidewalk	All HVAC and plumbing equipment
Lawn care, irrigation and snow removal	Gutters
Water service line to the home	Patio slab
	Landscaping on the owner's property
	Complete exterior on permanent porch

PLEASE CONSULT CPHA RULES AND REGULATIONS ON THE CPHA WEBSITE WHEN PLANNING YOUR PROJECT.



Cimarron Ponds Homeowner Concern Form

Problems? Questions? Repairs?

One subject per form so we can
distribute to the appropriate Board Member

Forms should be e-mailed to cp.concernform@gmail.com **OR** placed
in the designated mailbox (by the front door) at **991 Yuma Lane.**

Date _____ Owner Name _____

Address _____ Phone# _____ E-mail _____

Concern: _____

Date received by Board Member: _____

Board Member Action:

Expected completion date: _____

Date follow up completed by Board Member: _____

Additional action required? YES / NO. Yes, requires comments below.

Cimarron Ponds Homeowners Association (CPHA)

Shrub, Tree, Flower and/or Garden Approval Form

SUBMIT FORM:

Electronically (e-mail): cp.concernform@gmail.com

Paper: place in the designated mailbox (by the front door) at 991 Yuma Lane

This form should be used for simple changes made by the property owner. For larger scale projects please use the Landscape Alteration Approval Form.

SHRUB, TREE, FLOWER and/or GARDEN! Adding something new? Removing something old? PLEASE DESCRIBE WHAT YOU ARE SEEKING APPROVAL FOR. A professional landscape plan is not required but it is helpful if you draw a rough sketch including the names of the plant materials you are proposing to add and the approximate location of the work to be done.

Date: _____

Name: _____

Address: _____

Phone #: _____

E-mail address: _____

Board Member Approval: _____ **Date:** _____

Projected Start Date: _____

Projected Completion Date: _____

Final Board Member Sign-off: _____ **Date:** _____

Landscape Alteration Approval Form

SUBMIT FORM:

Electronically (e-mail): cp.concernform@gmail.com

Paper: place in the designated mailbox (by the front door) at [991 Yuma Lane](#)

Date _____

Name _____

Address _____

Phone # _____

E-mail address _____

- **When filling out this form please refer to the CPHA website for the RULES and REGULATIONS 2019 Version specifically the section titled “Landscaping”, pages 4-6.**

- **If any part of this project involves the construction or re-construction of a patio it is the homeowner’s responsibility to have a plan that is compliant with the City of Plymouth hard cover surface guidelines.**

- **It is the homeowner’s responsibility to call 811 for marking of all underground utilities, including telephone and cable lines. A CPHA board member can assist in locating underground irrigation lines. The homeowner is responsible for any damage to irrigation lines. All the above must be done after a project is approved, but BEFORE the project is started.**

Please enclose with this application the following items on 8 ½”x 11” paper.

- 1) “Plat Survey Drawing” from CPHA website, showing the dimensions of the lot, the property lines and the location of the landscape project.
 - 2) A scaled plan of the landscape project, with dimensions, needs to show all materials being utilized. Plants may be identified as “annuals, perennials, bulbs, shrubs, grasses or trees. Any trees must be identified by species.
 - 3) When selecting planting items, the final **mature size** of the plant must be appropriate for the location.
-

All landscaping projects must meet the following criteria.

- Only property owners may apply for and receive approval for landscape alteration.
- For simple changes please use the alternate “Shrub, Tree, Flower Garden” form available on the CPHA website.
- All applications for landscaping alterations will be reviewed, approved or denied within 30 days of the application date. No work may be started prior to approval and underground marking.
- Planted trees or shrubs **AT MATURE SIZE** must not touch the building, interfere with mowing or snow removal and must not block the required two-foot emergency egress from any window.
- Fruit trees are not allowed.
- Climbing vines that attach to the building are not allowed.
- Climbing flowering vines on trellises is permitted.
- Homeowners landscape planting is allowed only on the owner’s property.
- Homeowner landscape planting on any HOA common grounds property, as well as the removal or trimming of trees on HOA common grounds property, is prohibited without board approval.

Board Member Approval _____ **Date** _____

Projected Start Date _____

Projected Completion Date _____ (within 30 days of start)

Final Board Member Sign-off _____ **Date** _____

Non-compliance with the above specifications, including a failure to obtain a City of Plymouth permit (if required) may result in removal, re-installation or painting to meet CPHA and city approval. Failure to meet that approval will risk fines being levied against the property owner in accordance with CPHA Rules and Regulations.

REV 10/24 LM

Exterior Home Security Systems Approval Form (e.g., Cameras, Motion Detectors, Other Lights)

SUBMIT FORM:

Electronically (e-mail): cp.concernform@gmail.com

Paper: place in the designated mailbox (by the front door) at [991 Yuma Lane](#)

Date _____

Name _____

Address _____

Phone # _____

E-mail address _____

Installing outside home security systems (e.g., cameras, motion detectors, other lights) on the exterior of your unit is considered an alteration to the property and requires written approval from the board BEFORE being placed (CPHA Declaration Section 8).

The following applies:

- Home security systems (e.g., cameras) must be installed in a manner that does not infringe on the privacy of individual homes or units (Minnesota statutes).
- Home security systems (e.g., cameras) must be positioned to avoid capturing images inside private dwellings, including windows and private backyards (Minnesota statutes).
- Homeowners cannot install lights that will be directed toward an exterior room or window of a neighboring unit. Light bulbs in exterior fixtures must not exceed 60 watts.
- Homeowners are responsible for the maintenance and repairs involving the installation of any exterior home security system, including but not limited to, repairing holes drilled in the soffit, siding, etc. and removal of power cables/wiring if the system is relocated or removed. Inoperable systems must be removed.
- Doorbell and mobile/portable cameras (not attached/mounted to the unit) do not require board approval; however, steps #1-2 still apply.

Board Member Approval _____ **Date** _____

Projected Start Date _____

Projected Completion Date _____

Final Board Member Sign-off _____ **Date** _____

REV 10/2024 LM

Cimarron Ponds Homeowners Association (CPHA)

Dog Registration

All CPHA Homeowners/Renters:

If you are a dog owner, please review the Rules and Regulations (#29-40) found on our website under Resident Information. The following excerpts are reminders for registering your dog and obtaining a required tag.

All homeowners/renters with dogs must provide the below information. This information can be e-mailed to **cp.concernform@gmail.com** OR placed in the designated mailbox (by the front door) at **991 Yuma Lane**.

Date _____

Owner (O) name (AND renter (R) if applicable); owners get tags to loan to renters.

O: _____

R: _____

Owner (O) address (if offsite owner with renter (R), please provide a CPHA address AND current address).

O: _____

R: _____

Owner (O) email address (AND renter (R) if applicable).

O: _____

R: _____

Owner (O) phone # (AND renter (R) if applicable).

O: _____

R: _____

Breed of canine/s. _____

Canine/s height/s at withers (defined as # of inches at the highest point of shoulders behind the neck) _

If applicable, please identify as a visiting canine, a service canine, or a companion canine.

- For a 'visiting' dog, you should use your existing tag(s) or a 'temporary visiting tag' will be issued. Please understand that you need to return these temporary tags when your 'visiting' dog has departed, or you will incur a \$75 replacement charge.
- For a 'companion' dog, you must be able to provide the appropriate waiver information requested by the Association, particularly if the companion canine violates Association restrictions such as size.

This information will be recorded by the CPHA, and numbered tags will be issued for you to always have on your pet's leash for 'quick identification' as a CPHA resident's pet.

Rules and Regulations (#29-40)

Pets/Animals:

29. All pets must be properly controlled in accordance with the leash laws and ordinances of the City of Plymouth. The complete ordinance can be viewed at the www.plymouthmn.gov website under Departments » Public Safety » Police » Regulations & Enforcement » Animal Control. Residents are advised to call the City of Plymouth directly to correct statutory pet violations; call the main number at 763- 509-5000 and ask for a Community Service Officer. Violations of Association only rules and regulations that are enforced by the Board may be submitted anonymously. Any Association-only rule violation complaint should be submitted with photo, video, or audio recordings; this is a new requirement based on the prevalence of smart phones. Association-only rules are identified where appropriate in the subparagraphs below.

- a. The owner or keeper of a pet is responsible for cleaning up after that pet immediately including soiling in the pet owner's yard (an Association rule) and in any other location within Association boundaries - including city streets and city cul-de-sacs and Association pathways and Association 8 (Rev. 11/13/19) property. Waste from pet cleanup must be disposed of in the garbage container at the residence of the pet owner.
- b. All damage to common ground – lawns, structures, trees or shrubs - caused by a pet are the responsibility of the owner. This includes lawn burnout from animal wastes, holes dug in lawns, and damage from chewing or scratching on walls, shrubs or trees. All such damage must be promptly repaired with materials of the same quality, at the pet owner's expense. This is an Association rule. In the event a pet owner fails to make such repairs, the Board shall have the right to make the repairs and assess the cost of such repairs to the pet owner.
- c. No animals, rabbits, fowl or poultry of any kind shall be raised, bred or kept in or on any part of the Common Elements.

30. Household pets, at present size or projected mature size, may not be taller than 20 inches. This measurement is taken at the highest point of the shoulders, right behind the base of the neck. Complaints submitted to the Board, regarding violation of this Association rule, will trigger a deadline for the owner to produce documentation from a veterinarian for a height measurement or from a physician for companion animal designation. Any Animal found to be oversized and non-exempt shall be kenneled outside Association

property. The Association cannot stop pet owners (resident or non-resident) from walking over-sized animals on city streets and cul-de-sacs.

31. Household pets shall not be kept, bred or maintained for any commercial purposes.

32. Households are limited to two allowed animals - two dogs, or two cats, or one dog and one cat.

33. Dogs shall be always leashed when outdoors; the Association requires this even on the owner's property; the City of Plymouth requires it everywhere outside the owner's property.

34. When being walked, dogs must be on a leash no longer than 6 feet per City of Plymouth regulations. This includes retractable leashes which must be locked at 6 feet or less.

35. When requested, companion status for dogs must be verified by a physician and submitted to the Board of Directors.

36. No kennels, cages, animal houses, invisible fences, or dog runs of any kind may be constructed or placed on any lot or on any part of the Common Area.

37. Dog barking, baying, howling, or crying is defined by the City of Plymouth as disturbing the peace and quiet; the ordinance details include "... any noise by any Animal which can be heard by any person...from a location outside of the building or premises where the Animal is being kept... over at least a five-minute period of time..." Residents are advised to call the City of Plymouth directly to correct statutory pet violations; call the main number at 763-509-5000 and ask for a Community Service Officer. Need proof? Use the camera on a smart phone to prove your location outside a noisy unit and use the microphone to prove duration of the Animal disturbance. Most smart phones come with a record app that can record 5 minutes of barking.

38. In order to curtail trespassers with dogs, all owners/renters will be required to register their dog/s on an Association dog manifest; that manifest will include a tag # (for a tag to be attached visibly to a leash), breed, address, email, and phone/mobile.

a. When an 'un-tagged leash' is observed on Association common grounds, owners/renters may be asked 'if they are Cimarron Ponds residents' and whether their dog is registered on the Association dog manifest. If the dog/walker is trespassing, descriptions of the trespasser and dog need to be reported. If the dog simply needs to be registered, the violator will have 48 hours to register their dog and receive an Association tag. If the owner/renter does not comply within the 48-hour window, they will receive a written warning notice from the Board. The Board will again follow up with a 48-hour time frame to comply with registration. If the owner/renter fails to comply, they will be subjected to a \$35.00 fine for each day thereafter that they are not in compliance with the Association dog registration/tag rule.

b. Owners/renters will receive no more than two numbered Association leash tags for "allowed and currently manifested" dogs living on their property. The first issue is complimentary; if lost, each replacement tag will cost the owner/renter \$75.00 to replace.

c. Tags are to be attached to the dog's leash; there are NO exceptions.

d. The Association dog manifest will be updated on an 'as needed' basis, as well as 'once a year'. It is the owner's/renter's responsibility to inform the Board of any new/additional or removed dogs.

e. Owners/renters that will be having a 'visiting' dog, or doing courtesy dog sitting, cannot allow that dog off their yard without registering their 'visiting' dog or temporarily using their existing tags.

39. No owner/renter shall operate a dog sitting business or dog walking business. (See paragraphs 7.3 and 7.4 in the Association Declarations).

40. The above rules also apply to service, helper, and companion dogs.

LM 10/24



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MarshMcLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416	CONTACT NAME: PHONE (A/C. No. Ext): 763-746-8000 FAX (A/C. No.): 763-746-8388 E-MAIL ADDRESS: condocerts@marshmma.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED CIMARPONDS Cimarron Ponds Homeowners Assn, Inc. c/o Molly Reidhead 1020 Zanzibar Lane N. Plymouth MN 55447-0261	INSURER A: Cincinnati Specialty Underwriters	13037
	INSURER B: Greenwich Insurance Company	22322
	INSURER C: Pennsylvania Manufacturers' Assoc Inc.	12262
	INSURER D: Travelers Cas & Surety Co of America	31194
	INSURER E: Falls Lake Fire & Casualty Company	15884
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 191404523

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CSU0220669	11/11/2024	11/11/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 0
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PPP7499902	11/11/2024	11/11/2025	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			2024011497544Y	11/11/2024	11/11/2025	PER STATUTE	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
D	Crime-Fidelity Coverage			108161769	11/11/2024	11/11/2025	\$2,700,000 limit	\$27,000 deductible
E	Building Coverage			AIN615720	11/11/2024	11/11/2025	\$95,723,443 \$25,000 Ded. **	Total limit Special Form

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All In Coverage; 114 bldgs / 228 total units
 **5% per building Wind-Hail Deductible applies
 \$25,000 per building Water Damage/Ice Dam Deductible applies
 Replacement Cost coverage applies EXCEPT for Actual Cash Value on roofs
 Building Ordinance Coverage: Coverage A included within building limit; Coverages B & C - 20% of the building limit not to exceed \$2,000,000
 Equipment Breakdown Coverage is not included
 Severability of Interest included in the General Liability policy form
 Directors & Officers Liability with Federal Insurance Policy #82640776; 11/11/2024-11/11/2025: \$1,000,000 limit / \$2,500 deductible
 10 days notice of cancellation for non-payment of premium

CERTIFICATE HOLDER**CANCELLATION**

For Information Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Cimarron Ponds Homeowners Association, Inc.

Master insurance Policy Broker	MarshMcLennan Agency																						
Policy Period	11/11/2024 to 11/11/2025																						
Insurance Carrier	Falls Lake Fire & Casualty Company																						
Association Building Coverage	All In Coverage																						
Items covered by master policy	<table border="1"> <tr><td>x</td><td>Ceiling Finishing Materials</td></tr> <tr><td>x</td><td>Wall Finishing Materials</td></tr> <tr><td>x</td><td>Carpeting</td></tr> <tr><td>x</td><td>Finished Flooring (other than carpeting)</td></tr> <tr><td>x</td><td>Cabinetry</td></tr> <tr><td>x</td><td>Finished Millwork</td></tr> <tr><td>x</td><td>Electrical Fixtures serving a single unit</td></tr> <tr><td>x</td><td>Plumbing Fixtures serving a single unit</td></tr> <tr><td>x</td><td>Heating, ventilating & air conditioning equipment serving a single unit</td></tr> <tr><td>x</td><td>Built-in Appliances</td></tr> <tr><td>x</td><td>Other improvements and betterments (installed by any unit owner)</td></tr> </table>	x	Ceiling Finishing Materials	x	Wall Finishing Materials	x	Carpeting	x	Finished Flooring (other than carpeting)	x	Cabinetry	x	Finished Millwork	x	Electrical Fixtures serving a single unit	x	Plumbing Fixtures serving a single unit	x	Heating, ventilating & air conditioning equipment serving a single unit	x	Built-in Appliances	x	Other improvements and betterments (installed by any unit owner)
x	Ceiling Finishing Materials																						
x	Wall Finishing Materials																						
x	Carpeting																						
x	Finished Flooring (other than carpeting)																						
x	Cabinetry																						
x	Finished Millwork																						
x	Electrical Fixtures serving a single unit																						
x	Plumbing Fixtures serving a single unit																						
x	Heating, ventilating & air conditioning equipment serving a single unit																						
x	Built-in Appliances																						
x	Other improvements and betterments (installed by any unit owner)																						
Master Insurance Standard Property Deductible	\$25,000 per occurrence																						
Other Deductibles/ Policy Conditions	<ul style="list-style-type: none"> • Wind/Hail Deductible -- 5% of building limit (average of \$21,000 per unit owner) • Water Damage/Ice Dam Deductibles - \$25,000 per building (for all water related claims) • Master policy includes the following endorsements: Cosmetic Loss to Roof Coverings or Siding Exclusion Actual Cash Value on roofs older than 15 years 																						
To submit a claim	Contact a board member Alert your personal agent																						
Other questions, please contact	Tracey Lund 763-746-8280 Tracey.Lund@MarshMMA.com																						
To request a proof of coverage (Certificate of Insurance)	Visit https://mma.marshmma.com/Condo_Cert_RequestForm																						

Unit Owner Letter – Give to Personal Insurance Agent

Be sure to discuss with your personal agent how to protect yourself in the event of a loss. Some common exposures are:

- Building Coverage A
- Loss Assessment
- Sewer Backup/Sump Pump Failure
- Losses under the master policy property deductible.

Disclaimer: No coverage is provided by this summary, nor can it be construed to replace any provision of the policy. Refer to the actual policy for complete information on the coverages provided. If there is a conflict between the policy and this summary, the provisions of the policy shall govern.

STATE OF MINNESOTA HEALTH DEPARTMENT POOL RULES

- **NO PERSON WITH OR SUSPECTED OF HAVING A COMMUNICABLE DISEASE WHICH COULD BE TRANSMITTED THROUGH THE USE OF THE POOL SHALL WORK AT OR USE ANY PUBLIC POOL.**
- **A PERSON WITH ANY CONSIDERABLE AREA OF EXPOSED SUB- EPIDERMAL TISSUE, OPEN BLISTERS OR CUTS MUST BE WARNED THAT THESE MAY BECOME INFECTED AND ADVISED NOT TO USE THE PUBLIC POOL.**
- **ANY PERSON USING A PUBLIC POOL MUST TAKE A CLEANSING SHOWER USING WARM WATER AND SOAP AND THOROUGHLY RINSE OFF ALL SOAP BEFORE ENTERING THE POOL ENCLOSURE. A USER LEAVING THE POOL TO USE THE TOILET MUST TAKE A SECOND CLEANSING SHOWER BEFORE RETURNING TO THE POOL ENCLOSURE. A PERSON WHO EXERCISES OR APPLIES LOTION OR USES A SAUNA OR STEAM ROOM MUST SHOWER BEFORE USING THE POOL.**
- **SPITTING, SPOUTING WATER FROM THE MOUTH AND BLOWING THE NOSE IN THE POOL IS PROHIBITED.**
- **NO RUNNING OR BOISTEROUS OR ROUGH PLAY, EXCEPT SUPERVISED WATER SPORTS, IS PERMITTED IN THE POOL, IN DRESSING ROOMS OR SHOWER ROOMS, ON RUNWAYS, ON THE DIVING BOARD, OR PLATFORMS.**
- **GLASSWARE AND SIMILAR MATERIALS WITH A TENDENCY TO SHATTER ON IMPACT ARE NOT ALLOWED IN THE POOL ENCLOSURE AREA.**
- **DOMESTIC ANIMALS ARE NOT PERMITTED IN THE POOL ENCLOSURE, SHOWERS OR DRESSING ROOMS.**
- **LOCATION OF EMERGENCY PHONE: POOL HOUSE.**
- **LOCATION OF FIRST AID KIT: IN RESTROOM**

CPHA Pool Rules

No Lifeguard on Duty. Swim At Your Own Risk.

Neither Management nor the Association assumes any liability for injury, loss of life, or damage to personal property because of using the facilities.

- **POOL HOURS: Dawn to Dusk**
- **SHOWERING: Persons using the pool must shower before entering the pool.**
- **ANYONE UNDER THE AGE OF 16 must be supervised by a Resident adult in attendance.**
- **In all cases, an adult Resident is responsible for the supervision and actions of his/her guests.**
- **NO SMOKING is permitted anywhere.**
- **NO PETS are permitted in the pool or on the pool deck at any time.**
- **NO DIVING, NO RUNNING, NO ROUGH PLAY.**
- **NO PLAY EQUIPMENT, balls or toys, are permitted. Swim aids are allowed.**
- **GUESTS: Each home is allowed 4 guests.**
- **ATTIRE: All residents and their guests must wear suitable attire. Cut-offs, shorts, T-shirts, or footwear are not permitted in the pool.**
- **Children in diapers including swim diapers are not permitted in the pool.**
- **Management reserves the right, without reservation, to curtail any activities at any time.**
- **State of Minnesota rules are part of CPHA Rules.**

Snow Removal and Frozen Water Lines

All streets and cul-de-sacs within CPHA are the responsibility of the City of Plymouth for maintenance including snow removal. CPHA is responsible only for driveways, sidewalks, mailboxes and fire hydrants.

The same company that does our lawn and landscaping is under contract for snow removal by both the City of Plymouth and CPHA. This is a wonderful advantage to us because snowplowing on the streets (City) and the driveways (CPHA) can be coordinated. Homeowners are responsible for removing all obstructions next to the sidewalks such as solar lights, rocks, planters or other decorative items. Our contractor and/or CPHA are not responsible for the damage.

Winter street parking regulations for the City of Plymouth

- Parking is prohibited on all streets including cul-de-sacs after a 2" snowfall until the street has been plowed to the curb. Violators may be tagged and towed by the city. Snow emergencies are posted on the city website: www.plymouthmn.gov. Snow emergency notices are available from the City of Plymouth through email alerts.
- Plymouth has a year-round ordinance that prohibits parking on city streets from 2 AM to 5 AM. This includes all streets/cul-de-sacs in CPHA.
- In the case of a heavy snowfall, blowing, drifting or dangerous wind chills, the roads will be opened initially to allow for passage with final clean-up occurring when conditions allow. With approximately 940 cul-de-sacs in the City of Plymouth, please be patient.
- The City of Plymouth is responsible for any sanding/salting of the streets. If the snowbanks on the street corners or at the entrances are obstructing the view, contact a Board member. A Board Member Responsibility chart is available on our website.

CPHA Driveway and Sidewalk Responsibilities

- Driveways, sidewalks, fire hydrants and mailboxes will be cleared after the streets are plowed, with driveways being the priority and sidewalks being last.
- Our contractor is not obligated or contracted to come back to clear driveways that have cars parked on them after they attempt to plow initially. Move your cars **before** the plows arrive.

- Vehicles should be kept in your garage. However, we realize that this is not always practical or possible. Our concern is with instances where no cars are parked in the garage, they are all parked on the driveway and/or the city street. This is also an inconvenience to your roof-mate because the driveway cannot be plowed from edge to edge. **MOVE YOUR VEHICLES BEFORE** the plows come.
- Landlords: It is your responsibility to make sure your tenants comply.
- Just as with city street-plowing, in the case of heavy snowfall, blowing, drifting, and/ or dangerous wind-chill, final clean-up will be resumed as conditions allow. This includes sidewalks.
- If you have questions or concerns involving snow removal or frozen water lines, contact a Board member. A Board Member Responsibility chart is available on our website.
Important: Neither CPHA nor the City of Plymouth will reimburse homeowners who hire a plumber directly and later find out it is a CPHA or City responsibility.

LM 10/24