

MAPLE GROVE HOMEOWNERS ASSOCIATION

Community Snow Removal Program

SECTION 1. Policy Statement: Due to the increasing costs of services to the community, and in the interest of keeping members' dues as low as possible, the HOA Board of Directors has established a procedure for Community Snow Removal ("Program") during the active snow season (approximately November through March of each year). This Program is voluntary for homeowners, but provides an opportunity for members in good standing ("Members") to earn service-credit toward their annual dues, while providing a service to the community that will lower the HOA's annual expenses, and thus keeping overall dues minimal.

SECTION 2. Defined Areas: Snow removal for the HOA consists of the public sidewalk running east to west along the north side of Chalk Street (from 92nd Street to 98th Street), and the public sidewalk running south to north along the east side of 98th Street (from Chalk Street to a point measuring approximately 350' north of Chalk Street).

For purposes of snow removal, the removal areas will be defined by **Zone A** (north side of Chalk Street from 92nd Street to 95th Street – approximately 1400 linear feet) and **Zone B** (north side of Chalk Street from 95th Street to 98th Street, and east side of 98th Street from Chalk Street to a point measuring approximately 350' north of Chalk Street – approximately 1300 linear feet). See the below map for illustrative purposes:

ZONE A:



ZONE B:



SECTION 3. Definitions: The following terms are defined for use throughout this policy:

- *Member in good standing* – any Member of the Maple Grove West Homeowners Association (Plats 1 & 2) in which no assessment against a Member’s Lot remains unpaid. Members who are delinquent in their annual dues are not eligible to participate in the Community Snow Removal Program.
- *Triggering event* – any snow event in which snow accumulations meet or exceed 1.5” as measured by the National Weather Service, or removal of snow needed due to drifting.
- *Significant snow event* – a snow event in which snow accumulations exceed 6.0” as measured by the National Weather Service.

SECTION 4. Procedure: The following procedures will be followed for the Community Snow Removal Program:

- Members in good standing who wish to be considered to participate in the Program must express their intent in-writing by emailing the Board of Directors at maplegrovest@gmail.com.
 - Members **MUST** be listed on the property’s deed and **MUST** be 18 years of age or older.
 - The list will be managed by the Board of Directors, and members will be selected by “seniority of deed” (i.e. from homeowners who have been members of the Association for the longest period of time). Once a member is selected, they will be removed from the list (or placed at the bottom of the list if wished to be considered again in the snow season), and members will be rotated through in that manner.
 - The snow removal list will be differentiated by **Zone A** or **Zone B** as defined in Section 2. Homeowners shall designate the zone(s) they wish to be signed up to (Zones A, B, or both).
 - Prior to a triggering event, the member will be contacted by phone to determine their availability for snow removal at the conclusion of the snow event.
 - By West Des Moines Code, snow **MUST** be removed from the sidewalk within 24 hours of the end of a storm. However, for HOA purposes, snow should be removed within 12 hours of the end of a storm.
 - Members shall respond within 2 hours of the initial phone contact to advise of availability for snow removal. Members who advise they are not available for that triggering event will be skipped over and placed at the bottom of the list for future events. Members who do not respond within 2 hours of initial contact will be removed from the list and not considered for future events for that snow season.
 - Members will be provided access to the HOA snow blower for snow removal, if desired. Directions for obtaining access to the snow blower will be provided upon confirmation of snow removal for that event.
 - Gas will be provided for the snow blower and the member will not be subjected to any cost of the snow removal.

- Upon completion of snow removal of the designated zone of HOA property, the member may use the snow blower for snow removal on their own property located within the HOA (***but only their property***).
- Removal of snow from the HOA designated zone(s) shall consist of the sidewalk (from edge to edge), 4 feet in width, including the pedestrian access to the streets, where applicable.
- Members will be instructed on how to return the snow blower and gas to the designated return spot.
 - Property must be returned in a timely manner and in the condition in which it was checked out.
- Members not adhering to this policy will be removed from future consideration of the Community Snow Removal Program.

SECTION 5. Compensation: The following procedure will be followed to compensate members who participate in the Community Snow Removal Program:

- Each “Zone” will be compensated by service-credit of their annual dues in the following amounts:
 - 1.5-3.0 inches: \$75.00
 - 3.1-6.0 inches: \$100.00
 - 6.1-9.0 inches: \$150.00
 - >9.0 inches: Will be negotiated with member prior to snow removal, commensurate with the expected amount of time to remove the snow.
 - Plans for snow removal for any significant snow event will be discussed with the member in advance.
- Member may sign-up for either **Zone A** or **Zone B**, or may sign-up for both **Zone A** and **Zone B**. Members will be selected based on the procedures set forth in Section 4.
 - Members will be compensated via service-credit up to one year’s worth of annual dues (\$225.00). Any compensation owed beyond one year of annual dues will be paid monetarily.
 - Members who have exceeded their one year of service-credit and volunteer to be placed on the list for future snow removal shall only be considered *after* members who have not exceeded one year of service-credit, regardless of deed seniority.

SECTION 6. Liability: The utilization of a snowblower carries an inherent risk, both to the health & safety of the person using the machinery as well as to the safety of others and their property. A Member who wishes to participate in the Program shall understand how to properly function the snowblower and use it safely. The Member assumes all liability for personal injuries of any kind or death directly related to action under this Program, all well as liability for damage to any property. The Member assumes all liability and responsibility while acting under this Agreement.

SECTION 7. Indemnification: Except for any indemnification specifically set forth by the bylaws of the Association, any person participating in the Community Snow Removal Program will do so at their own risk, and indemnifies the Association against all loss, damages, expense, and liability resulting from injury to person or property. The Association shall not be liable for any damage or injury as a result of negligence, criminal action, or a violation of this policy. Any individual participating in the Program shall fully indemnify, hold harmless, and defend the Association and its directors, officers, employees, agents, stockholders, and Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of or relate to any act or omission of the Community Snow Removal Program.

SECTION 8. Revocation: The Board of Directors holds ultimate authority on deciding which members are eligible for the Community Snow Removal Program, in accordance with the provisions outlined above. Members who at any point are no longer in good standing with the HOA will be revoked of eligibility from the Program. Members not adhering to the policies established within may also be revoked at the discretion of the Board of Directors.

This Program will remain in effect until rescinded by the Board of Directors.