



RULES AND REGULATIONS

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Terms used in these Rules shall have the meaning assigned to them in the Declaration, By-Laws, the Act, or in these Rules. The singular of any word used in these Rules shall mean the plural, or vice versa. The Association, acting through the Board, governs the Association and administers The Colony. While our documents use apartments, we've used the term "unit" throughout. The Rules apply to owners, their occupants, tenants, non-owner occupants, guests, etc., regardless of whether we state such in these Rules. The information in these Rules is reviewed and modified as deemed necessary by the Board [Section 5.a(8) of the By -Laws, and the relevant provisions of the Act]. **ANY OF THE FOLLOWING RULES AND REGULATION AND OR BY-LAWS THAT ARE NOT FOLLOWED ARE SUBJECT TO FINES AND FORECLOSURE IF NOT PAID.**

ADDITIONAL INSURANCE NEEDED BY INDIVIDUAL/INVESTOR OWNERS

The following is information about insurance coverage that a unit owner/investor must buy in addition to the insurance coverage provided through the Association. You should review this with your insurance agent.

- **Insurance Deductible.** The Association's property insurance policy has a \$20,000 deductible. If, for example, a fire starts in a unit, and the Association determines the unit owner was at fault or it is otherwise appropriate to assess the deductible solely to that unit, the Association would assess to that unit the Association's deductible of \$20,000 to that unit, who in turn would turn in a claim to his/her HO6 carrier for deductible/loss assessment coverage. Therefore, The unit owner needs additional insurance to cover this possibility.
- An insurance policy referred to as a form "HO6" should provide this coverage, but without an endorsement, the policy amount may be less than needed. Therefore, the owner must make sure that his/her specific HO6 policy does, in fact, provide coverage for the full \$20,000 deductible in case the Association assesses this deductible against that unit. Not all HO6 policies provide this coverage. Please see the By-Laws for further information.

COLONY COMMONS AND POOL AREA

- The Colony Commons is available on a reservation basis for Colony Owners/Residents only. Occupancy is limited to 50 people.
- There is a \$200.00 refundable deposit required to hold the room reservation. The key will be provided at an appropriate date prior to the reservation. If, after inspection of the room after use, everything is in order, the check either will be returned or left on file for up to one year for future use.
- The Colony Commons may not be used for commercial business or political events.
- Guest WiFi is provided for the Colony Commons room only. It is not provided in the pool area.
- The Colony Commons must be cleaned, vacated and locked by no later than 1:00 A.M. after each scheduled event.
- Reservations cannot be made over 6 months in advance for any holiday. Reservations cannot be for longer than 1 day, never 2 consecutive days.
- The pool/picnic area may be used in conjunction with The Colony Commons until the pool closes at 9:00 P.M. As a courtesy to other residents, pool parties in conjunction with the Commons are restricted to 12 people using the pool during the gathering. Absolutely no damp swimming attire or towels are allowed inside the Commons. Bare feet are not allowed within the Commons.
- No animals are allowed in any part of the Commons or pool area except as provided by state/federal law.
- **All residents and their guests using the pool do so at their own risk.**

The Association, and its agents and employees, do not assume or have any responsibility for any accident or injury in connection with such use. Residents and their guests, by using the pool and/or the pool area, agree that the pool is an added amenity, and agree to hold harmless the Association and the Association's agents or employees, and make no claim against the Association or its agents or employees, for or on account of any personal injury, death, or loss or damage of any personal property, that may be sustained during such use and from and against any and all

liabilities (including, but not limited to, all attorney's fees and other legal expenses incurred by the Association), damages, claims, and actions of whatever nature, brought against the Association and/or its agents and employees by any guests of those residents that in anyway relate to or concern the use of the pool and the pool area.

Please make sure to read ALL posted rules for the pool.

There is no lifeguard on duty.

- During pool season the pool area is open from 9:00 A.M. to 9:00 P.M. subject to change by the board for exceptional weather conditions. Anyone in the pool area after 9:00 P.M. will be subject to a fine and a possible ban from the pool.
- The pool and the pool area may be used by no more than 4 guests per unit and only with (accompanied by the actual) resident at any one time. **The resident must be present with the resident's guests at all times.**
- No electrically operated equipment of any kind is allowed in pool area unless for maintenance use.
- **No glass containers of any kind in the pool area.** Food or beverages are not allowed within 4 feet of the edge of the pool. No inflatable raft or toys in the pool. Noodles in good condition are allowed.
- **Age:** For safety reasons, no person under the age of 14 shall be allowed in the pool or pool area without the supervision of an adult resident (who must also be in the pool area).
- Individuals who are incontinent or not toilet trained must wear plastic pants or "swimming diapers."
- Individuals with any type of communicable disease may not use the pool.

CONSTRUCTION AND CONSTRUCTION WORK VIOLATION

- Owners must notify the Association office PRIOR to doing any remodeling inside the unit. All plans must be approved by the Board in advance. **ALL UNAPPROVED CONSTRUCTION WILL BE FINED \$1,250 PLUS ANY ATTORNEY FEES THAT MAY BE INCURRED BY THE ASSOCIATION. FINES WILL BE ASSESSED TO THE UNIT OWNER/INVESTOR.**
- When permits are required by the City of Edina, the permit must be pulled and posted and inspections passed.

CRIME FREE MULTI-HOUSING

The Association is in the process of implementing the requirements of the Crime Free Multi Housing program sponsored by the Edina Police Department and the Minnesota Association of Police Chiefs. In accordance with the requirements of that program, the Association has adopted the same policies as the City and Police Chiefs.

DELIVERIES

Residents are responsible for arranging deliveries to their units. Employees, the Office or agents of the Association are instructed not to receive packages or other property for residents.

ELECTRIC CAR CHARGING

The Colony is not currently equipped to handle the charging of electric cars. The wiring in the common area garages and surface lots, etc. is not compatible with the charging needs of electric cars. Owners of such electric cars must **NOT** plug electric cars into any of the outlets to try to charge the vehicle.

Damage caused to the common area electrical system will be assessed to the unit to which the electrical vehicle belongs/is used by, whether the same was caused by that owner, a resident or guests visiting that unit.

Additionally, the Association will assess a fine of \$250 for attempting to charge a vehicle in this manner.

FIRE AND SAFETY

- Fire lanes within The Colony, designated by signs, must be observed. Vehicles that are parked within fire lanes are subject to towing without warning, at the vehicle owner's expense.
- No one shall permit or conduct any activity, or keep anything within a unit, storage area, furnace room, garages, common areas, or limited common areas which would be a fire, health, safety hazard, or would tend to increase the Association's insurance rates.
- Common areas and limited common areas, including, but not limited to, hallways, stairways, patios, balconies, meter/storage rooms, and Gallery garage stalls must be kept clean and free of debris always.

FLOORING WITHIN A UNIT

Hard surface floors may be installed by owners only after obtaining written approval from the Association. The following process should be followed. Violation of this policy subjects the homeowner to fines for unapproved construction.

1. Notify the Office prior to purchasing any type of flooring.
2. The flooring purchased must have a sound barrier so as to prevent noise from your flooring interfering with the use and enjoyment of the unit beneath your unit.
3. If the submitted replacement flooring and sound barrier is approved, the site manager should be contacted when the old flooring or carpet is removed. This will allow an inspection of the subfloor to be scheduled. Any repairs or replacement of the subflooring is at the Association's expense, **PROVIDED THAT NO WALLS HAVE BEEN OR WILL BE REMOVED**, and must take place before the new flooring is installed.
4. After installation of hard surface flooring, rugs still should be used in high traffic areas other than the kitchens and bathrooms, so as to minimize the transfer of noise.

FURNACES

Inspection: An owner must have their furnace inspected by a licensed professional and provide proof to the Association office every 2 years, verifying that the furnace is in a safe and efficient operating condition. Failure to provide the inspection report will result in the assessment of a fine for every month until a current furnace inspection report is received.

- Replacement: When a furnace is replaced, it must meet or exceed current energy standards. The replacement of a furnace must be reported to and be pre -approved by the Association. All permits required by the city of Edina must be pulled and inspections passed.

GRILLS

- Cooking and barbecuing on balconies are restricted by Edina City Ordinance and enforced by the Edina Police, Edina Fire Department, and the Association.
- **No Grills are allowed per the city of Edina. (2015 MSFC Appendix K).** The Edina Fire Marshal has determined that an exception to this rule can be made IF the resident has a licensed electrician installed ground fault outlet in their limited common area. Residents wishing to use an electric grill will need to request an inspection of their outlet in order to receive a waiver allowing them to use an electric grill.
- **Prohibited items include:** Charcoal grills, charcoal briquettes, lighter fluid, propane tanks/grills, fire pits, tiki torches or any open flames. All are prohibited. This includes electric grills that are not hard wired.

HARASSMENT POLICY

In order to conduct Colony Association business and foster a positive atmosphere for conduct of Colony members, all members of the Board of Directors, management personnel, contractors, vendors and residents/members shall be treated and treat one another with courtesy and respect.

No forms of Harassment shall be tolerated. The Board of Directors shall have the right, power, and authority to levy and assess fines against members for such violations after the proper notice is made and the opportunity to be heard is given.

HOUSEKEEPING, UPKEEP, AND MAINTENANCE

Each Owner shall be responsible for the housekeeping, upkeep, and maintenance of such Owner's Unit (including balconies and patio areas) and assigned Garage Stall/Space, whether the Unit or Garage is leased, and to the extent not otherwise maintained by the Association.

Each Owner shall be expressly responsible for the damages and liabilities resulting from any failure to report a water leak and to ensure such housekeeping, cleaning, maintenance and repair. If a water leak is not reported immediately and the problem becomes a larger issue, even if it is association responsibility, the homeowner will have to pay for a portion of the repairs.

LAUNDRY

- Laundry etiquette should include but not be limited to being mindful of other residents in the building. Remove your laundry when it is done washing or drying. If laundry is not removed in a timely fashion from machines it will be placed on top of the machine so others can use it. **PLEASE** treat other's belongings the way you'd like yours to be treated.
- Use of the laundry facilities is limited to residents of The Colony only.
- The laundry equipment is owned by the Association. For service, call the Association office at the number listed on the first page of the Rules/Regulations.
- The laundry equipment shall not be used for dyeing, staining, or other coloring of clothes, fabric, or other items. Please be extremely careful when using bleach.
- If notified that a resident in your building has allergies to laundry detergent and/or fabric softener, the Association will require users of the laundry machines in that building to use only scent-free products.

LEASING (RENTAL) BY INDIVIDUAL OWNERS

An owner who rents out a unit, must comply with the following requirements:

- The owner **must** notify the Association office that they intend to rent his/her unit.
- A lease must be in writing.
- The lease must provide that the occupancy is subject to the Association's Declaration and By-laws and rules and regulations. The owner is responsible for providing a copy of the Declaration, the By-Laws and the Rules and Regulations to the owner's renter(s). It is the owner's responsibility to ensure the renter complies with all rules.
- A lease must name each tenant and provide contact info for all tenants and the non-occupying owner, together with information about the vehicles driven (to be parked) in the Association by each tenant.
- Failure to provide the necessary information will result in a fine being assessed to the unit.
- **Renters must contact the owner for any problems and the owner then notifies the Association when appropriate. The Association only deals with owners. This includes hearings requested in the event a fine is to be assessed. In such event, only the owner may request a hearing and, the owner must attend the hearing.**

LOCKS AND KEYS

For security and emergency purposes, the association office **MUST** have a key to the entrance of all units and garages. Failure to provide these keys will subject owner to liability for any costs or damages relating to a forced entry by or at the direction of the Association for emergency purposes.

For residents locked out of their units, the office may be contacted during office hours. The resident will be required to show a state-issued ID before staff will let them into their home. There will be **NO ASSISTANCE** to residents who are locked out of their units after hours due to liability issues.

MAINTENANCE, REPAIR, AND REPLACEMENT RESPONSIBILITY

Article X, Section B of the Declaration describes the maintenance, repair, and replacement responsibilities of the owners. Pursuant to that Article X, Section B, it is the responsibility of the owners to maintain, repair, and replace said components, at their own expense. Please see the maintenance matrix for clarification of maintenance concerns.

If a water leak is not reported immediately and the problem becomes a larger issue, even if it is association responsibility, the Association will assess damages attributable to an owner for failure to report said leak and caused by the delay in reporting.

If a homeowner causes damage to another owner's unit, it is that homeowner's responsibility to pay for all damage and repair to the unit that received damage. The Colony at Edina is not responsible or involved in recovering damages or repairs caused by a homeowner to another homeowner. Homeowners must resolve the issue between themselves.

The Association will provide appropriate paints for Owners to use for painting the following components:

- Unit doors leading to halls of Gallery and Cluster buildings.
- Entry doors on Townhomes.
- Exterior window and door trim (Clusters and Townhomes).
- Exterior first floor Cluster doors (including appropriate primer, if necessary).

MAINTENANCE SERVICE

- Our Maintenance Staff does not perform any personal maintenance inside an owner's unit. **Exceptions may apply for an emergency situation.**
- A Maintenance Matrix has been attached for your convenience. The Matrix identifies the repair and replacement responsibilities of the homeowner and the Association.
- After hours calls to the office will be directed to an answering service. Emergency service billings for maintenance will be assessed to the homeowner if emergency is outside of Association responsibility.

NOISE

- All noise levels must be kept to a minimum at all times. Mandatory quiet time is between 10:00 P.M. to 7:00 A.M., as required by the City of Edina.
- ***NOTE: You may not disturb your neighbors at any time. Please call the Edina Police Department, if you are disturbed by other residents.***

PAYMENTS TO ASSOCIATION (Late Payment Fees/Collections Process)

- **Annual Assessments:** Assessments (hereinafter referred to as “dues”) shall be assessed on an annual basis in accordance with the Declaration. The Board allows these to be paid on a monthly basis.
- **Due Date for Payments:**
 - **The monthly payment of assessments is due on the 1st of each month.** If the account has an outstanding balance on the 10th day of a month, the account is considered in default and a late fee will be added to the owner’s account. In other words, if you have not paid a monthly assessment, late charge, fine, etc., but send in a monthly amount by the 10th day of the month, should there still be an outstanding balance on the 10th day of the month, a late fee will be charged.
 - **Quarterly** dues are paid on the first day of February, May, August and November.
 - **Payments are applied to the owner’s account; Owners may not designate how payments are applied, e.g., pay assessments but not fines.**
- Collections of any type payments owed: If an owner’s account is in default more than 30 days, the Association will send the Owner a letter. If the account is more than 60 days in default, the Association may refer the matter to its attorney for collection. There will be no communication with the owner except through the attorney after that point.
- The owner will be assessed the attorney’s fees and costs incurred trying to collect past-due amounts owed.

PET POLICY

The keeping of pets at The Colony is governed by Section 11 of the By-Laws and these Rules. The following shall govern the keeping of pets at The Colony:

- All pets must be registered with the Association.
- The only pets that may be kept at The Colony are domestic dogs, domestic cats, and domestic birds. **ALL ANIMALS MUST BE ON A PHYSICAL LEASH WHEN IN COMMON AREAS unless in a physical carrier.**
- The Association has allowed units to have 2 pets. It has not enforced prior rules allowing only 1 dog (of the 2 allowed pets) per unit, and, as a result, currently, there are numerous residents with 2 dogs.
- From and after September 1, 2020, NEW RESIDENTS moving into the Association (whether as tenants or as owners) will be limited to a maximum of 2 pets per unit with a further limitation allowing only 1 of the pets to be a dog.
- Current residents with 2 dogs MUST register both dogs with the Association no later than August 31, 2020. A photograph of the dog will be taken/supplied, and the name of the dog’s owner must be provided. The Association will continue to allow both registered dogs to remain in the unit, subject to the rules herein, until the **earlier** of a registered dog’s death or the registered dog’s owner moving from the unit. Upon the death of a second dog or the dog’s owner moving from the unit, the remaining resident may not replace a deceased registered dog with a new second dog but will be limited to only 1 dog per unit.
- All pet feces shall be picked up immediately by its owner and be properly be disposed of in a dumpster or trash container.

- No pet shall be allowed to exhibit aggressive or threatening behavior toward any person or other animal at The Colony.
- An owner shall assume full liability and responsibility for all damage to persons and/or property at The Colony that in any way relates to or results from the presence and/or actions of a pet kept in that owner's unit or visiting the unit.
- No bird feeders shall be installed outside of a unit. No person at The Colony shall feed any wildlife at The Colony.

SALE OR TRANSFER OF PROPERTY

- Any amounts owed to the Association by the seller are paid either prior to, or at closing.
- No sale-related information will be provided by the Association to any party involved in the sale of a unit until the seller has requested and paid for a disclosure certificate.
- No signs advertising a unit for sale or lease will be permitted anywhere on The Colony property that is in view from the exterior of a building or from any other portion of the common areas. A "For Sale" sign may be posted on the grounds only during a scheduled Open House for that unit.
- When a unit is open for an "Open House" or is being shown for sale or lease, prospective buyers or tenants must be escorted to and from the unit (through the common areas in the building in which the unit is located) by the owner or the owner's real estate agent.
- All lockboxes must be identified with the unit number and are allowed only for resale. Lockboxes are not allowed on any other part of the common areas.
- Sellers must have a walk through with the property Manager prior to listing the unit to identify non-conforming structures for corrections and notice to buyers. These should be noted in the Resale Disclosure Certificate.

SATELLITE DISHES/RECEPTION DEVICES

These procedures and restrictions apply to the installation by an owner or tenant of a satellite dish (or any other reception device that an owner or tenant has the specific right to install under law):

- Satellite dishes and any such other reception devices may only be installed within a unit or within a limited common area specifically allocated to the unit. This does NOT include drilling through the common area siding.
- Satellite dishes may be no larger than one meter in diameter.
- No satellite dish or other reception device shall be attached to the exterior surface of a building. All cable running from the satellite dish or other reception device into the unit shall be through an aperture that is pre-approved by the Association.
- All satellite dishes must be professionally installed, a Certificate of Insurance from that installer must be submitted to the Association prior to installation.

SMOKING

Smoking is Prohibited. Except as set forth herein, smoking and second-hand smoke, all as defined below, are prohibited in any common areas or limited common areas. This includes the limited common area balconies/patios.

Secondhand smoke is prohibited from leaving a unit and then entering the common areas and/or limited common areas or any other unit.

Smoking and second-hand smoke is defined as smoking paper tobacco cigarettes, cigars, tobacco pipes, herbs, plant leaves (whether legal or illegal) vaping of any such products, including any other practice of inhaling a vapor or other substance through any device such as e-cigarettes, vapor-cigarettes, pipes, or other vaping devices, and second-hand smoke or vapor or other exhaust/discharge from devices.

TRASH/RECYCLING REMOVAL

- Trash containers must be set out the morning of the scheduled pick up day by 7:00 AM and returned to garages by early evening that same day. No trash in bags may be left in front of garages on trash at any time. Trash must be contained in bags within the DSI container.
- If a homeowner does not have a trash container, a replacement must be requested from DSI (952-469-2239). The homeowner is responsible for any cost for a replacement container.
- All units with a garage (other than those assigned to a Gallery garage space) are required to use their trash container. Residents with a trash container shall **not** use the Gallery dumpsters for their trash or recycling. The Gallery dumpsters are for the exclusive use of residents who do not have a garage.
- All residents must comply with the City of Edina recycling and composting programs. If you need a replacement recycling container, request one from the City of Edina Health Division at 952-826-0370. Any cost for replacements is the responsibility of the homeowner.
- All boxes must be broken down for recycling. A fee will be charged should Association staff need to break down any box that is traceable to resident.
- Hazardous materials shall not be disposed of in either trash or recycling containers.
- **No large furniture or large items of any kind may be placed in or near Gallery dumpsters. No televisions, computers, any electrical item, appliances, construction materials, chemicals, paints, batteries or hazardous materials shall be put into the dumpsters. All of the above must be taken by the resident to a recycling center. The nearest hazardous waste recycling center is South Hennepin Recycling, 1400 W 96th Street, Bloomington: 612-348-3777.**
- The Gallery garages are monitored by cameras. Anyone seen putting the above items in the dumpsters will be fined and required to remove the items

TREES, VINES AND PLANTING ON OWNER PATIOS OR BALCONIES

- The maintenance of ALL plantings on a balcony or patio is the homeowner's responsibility.
- All trees must be trimmed, at the homeowner's expense so that they are 8 feet from any roof side, of building or fence. If trees are dead or too big for area, they must be removed from the balcony

or patio, by and at the owner's expense.

- NO vines are allowed to grow on any of the brick, patio bricks or fences or any other part of a Colony building. This causes damage and will be the homeowner's responsibility to repair if damage is caused.

UNIT, COMMON AREA AND LIMITED COMMON AREA RESTRICTIONS

- **Obstructions and Misuse:** There shall be no obstructions, littering, defacing, or misuse of, or on, any common areas in any manner. Bicycles may be in front of a vehicle in the Gallery garage stalls or stored on Gallery balconies. *Note: Gallery garage stalls may not have any personal storage other than a vehicle and a bike. All other items are subject to removal and disposal at owner's expense.*
- **Window Coverings:** No stained glass, sheets, blankets, or other articles, shall be hung in any portion of The Colony that is visible from the exterior of any building in The Colony; blinds, shades, drapes, or other window coverings acceptable to the Board may be used as window coverings.
- **Balconies/Patios:** With the exception of plants and outdoor furniture that are kept in a neat, orderly, and maintained appearance, no personal property shall be kept or stored on balconies or patios (bikes are allowed to be kept or stored on balconies in the Gallery buildings). **NO JACUZZI OR HOT TUBS ARE ALLOWED IN THESE AREAS.**
- **NO** gas stoves, gas fireplaces or gas dryers are allowed in the units.
- **Roofs:** Access to the roofs is restricted to maintenance staff and approved contractors ONLY. Nothing shall be kept, stored, or placed on any roofs.
- **Solicitations/Advertising/Signs:** There shall be no soliciting at The Colony, and no ads or other signs shall be placed in any portion of the common areas without prior written approval of the Board. In addition, no signs, papers, or any other item (except blinds, shades, drapes, or other window coverings acceptable to the Board) shall be placed in such a way that they are visible from the exterior of any building at The Colony, without the prior written approval of the Board.
- **Hazardous Materials:** No hazardous materials shall be stored or kept in any portion of The Colony (apart from commercially prepared household cleaners and supplies).
- **Common Area Planting and Decoration Policy**
For purposes of this policy, Common Area is defined as any Colony property outside limited common patios and balconies.
The following rules apply to common areas:
 - Homeowners may plant (at their own expense) in landscaping beds where bushes have died, been removed, or are otherwise empty
 - Homeowners may not remove current plantings. If a plant is dead, homeowners may contact the office and request removal
 - Homeowners must submit a planting form (which includes desired item to be planted and location) to the office prior to planting.
 - Homeowners must select plants from an approved Landscaping Committee list. Plants on this list have been selected for visual appeal, hardiness, resistance to wildlife consumption and overall Colony landscaping plans
 - Homeowners may not place any non-plant item (furniture, benches, pavers, etc.) in the planting beds or near walkways in common areas.

- Homeowners may not plant outside of landscaping beds.

Failure to follow these rules will result in plantings and/or deposited items will be removed and discarded without notice to the planter.

VEHICLES AND PARKING POLICIES

- It is mandatory for residents to register their vehicle(s) with the Association office. A parking identification sticker must be affixed to the inside of the back window on the driver's side. If this is not possible, please notify the office. A sticker in your vehicle must be present at all times when on Colony property. Cars without stickers can be towed without notice.
- All vehicles on The Colony property must be in operable condition and have current license plates/tags. Cars cannot sit in one spot more than 72 hours. The vehicle will be towed at the owner's expense if not moved to prove that it is in working order.
- **You must be able to park car in your assigned garage. Garages cannot be used strictly for storage.**
- Under no circumstances are garages and other parking areas to be used as a play or recreational area.
- Residents are asked to rent available garages only to other residents of The Colony.
- Garage doors must be closed when garages are not in use.
- A resident of a unit shall not be allowed to park that resident's vehicle in an outside parking space unless the vehicle of another resident of that unit is kept or parked in the garage allocated or assigned to that unit.
- Each unit is allocated parking for two vehicles unless there is a third licensed driver that is a full-time resident of a unit. In this case, one additional space will be allocated. The total number of spaces include the garage, if applicable.
- All vehicles shall be removed from the outdoor parking areas to allow for snowplowing or be subject to towing at owner's expense.
- Trailers, boats, campers, buses, commercial vehicles (with the exception of commercial vehicles owned or operated by persons or entities hired by an owner or the Association to perform work at The Colony), recreational vehicles, and any other vehicles other than passenger vehicles, are prohibited from parking at The Colony's outside car stalls.
- Motor vehicles, whether passenger or commercial vehicles driven by residents may be parked in the garage stalls, provided the size of the same do not interfere with the ingress or egress of other vehicles in said garage space.
- Visitors of a resident may park in an outside parking space for up to 24 hours. If a longer parking period (not to exceed seven days) is required, the resident must secure a parking permit from the Association office, which is placed on the vehicle's dashboard and is visible from the exterior of the vehicle. All **Vehicle and Parking Policies** apply to visitor parking.
- In addition to all other remedies available to the Association, the Association has the authority to tow or remove from The Colony any vehicle (at the owner's expense) or other personal property that is kept at The Colony in violation of these Rules, without prior notification of the owner of the vehicle or anyone else.

VIOLATIONS

- Any violation of these rules may result in a fine to be determined by the Board after notification by letter to the unit owner to be fined describing the violation, the amount of the proposed fine and further notifying the Owner of his/her right to request an opportunity to be heard (“Hearing”) prior to the initial assessment of a fine. If additional similar violations continue to occur, no new opportunity to be heard need be granted.
- To request a Hearing, the owner must do so in writing within 10 days of the notice of the violation. Thereafter, a Hearing may be scheduled before the Board or various directors, and at least 10 days prior notice of the date, time and place of the Hearing will be provided to the owner.
- Whether the owner’s tenants, occupants or guest or the owner caused the violation, the owner must be the party both to request such a hearing and must attend the hearing. The owner may not send his tenants/occupants/guests or property manager in the owner’s place to said hearing.
- Fines are considered assessments, and subject to the assessment of a late charge if not timely paid.
- See attached list of violations and corresponding amounts. The Board reserves the right to escalate fines as deemed necessary. **Please be advised that this list is NOT ALL-INCLUSIVE.**

MAINTENANCE MATRIX/ REPAIR AND REPLACEMENT POLICY

This matrix was adopted by the Board of Directors on September 17, 2013. It incorporates the many of the requirements of the Bylaws, the Declaration and the Minnesota Common Interest Ownership Act, most of which governs the Association. Additions and Amendments, as necessary, continue to be made by the Association's Board of Directors.

REMINDER: THE ASSOCIATION'S INSURANCE DEDUCTIBLE IS \$20,000.00. ANY CLAIM FOR REPAIRS UNDER THAT AMOUNT NEEDS TO GO THROUGH THE HOMEOWNERS INSURANCE.

MAINTENANCE ITEM	ASSOCIATION IS RESPONSIBLE FOR	OWNER IS RESPONSIBLE FOR
Air conditioner	None.	All maintenance, repair or replacement.
Apartment (unit) door	None.	All maintenance, repair or replacement.
Balconies/Patios	Secure railing to brick of building.	All maintenance, repair or replacement of deck and joists. All repair and replacement of patios. Keep areas clean and report any issues.
Balcony/Patio landscaping/plants	None.	Maintain, repair and remove, when needed.
Bathroom vent fan	None.	All maintenance, repair or replacement of vent cover and duct.
Disposal and Dishwasher	None.	All repair or replacement of garbage disposal and dishwasher.
Electrical	Repair or replacement of wiring within walls and floors, up to unit's electrical panel.	All repair or replacement of all other electrical components including panel. Must have proof of permit and use a licensed electrician.
Fence and gate located on limited common areas	Repair or replacement of hardware and normal wear and tear.	Repair or replacement of any additional lock(s) or damages caused by owner (vines, tree branch not trimmed) etc..
Floors	Repair or replacement of sub-flooring in original floor plan, not due to overflows, fixture leaks or general negligence.	All maintenance, repair or replacement of flooring located above sub-floor, unless due to overflows, fixture leaks or general negligence. Flooring under walls that have been removed are responsibility of homeowner.

MAINTENANCE ITEM	ASSOCIATION IS RESPONSIBLE FOR	OWNER IS RESPONSIBLE FOR
Furnace	None.	All maintenance, repair or replacement. Mandated inspection proof every two years
Water Heater	All maintenance, repair or replacement.	
Washer/Dryer	Commercial appliances in common laundry rooms.	All maintenance, repair or replacement of in unit appliances which must be electric and ventless.
Garages	Repair or replacement of support beams, sheathing, roof deck, fascia, exterior siding and trim, floor, except for damages. Repair or replacement of electrical wiring, except for damage.	Keep stall neat and orderly, no storage. Garage door, Opener (including wiring), lock and hardware
Interior unit doors, trim, shelves, cabinets, counters and all appliances	None	All maintenance, repair or replacement of all listed items.
Patio Doors	None	All maintenance, repairs or replacements.
Plasterboard, sheetrock (walls and ceilings) excluding paper/paint, etc.	Repair or replace only if necessitated by water damage in common areas.	Repair or replace due to water damage for which the owner is responsible, including surrounding units of other owners or the common area.
Plumbing	Repair or replacement of water lines up to, but not including all shut-off valves for a unit. Repair or replacement of all drain lines up to the points where they leave the walls or floor, but not including the fittings which attach the toilet(s) and the tub drains to the drain lines.	Repair or replacement of all other components and clogged drain lines in unit. Any plumbing for single use only for that unit.
Post office box	Repair or replacement of the boxes due to normal wear and tear.	Repair or replacement of box due to damage and all rekeying or lock replacement.
Roofs	Repair or replacement of roofs owned by Association.	Repair or replacement of roofs added to a unit by owner or any previous owners.

MAINTENANCE ITEM	ASSOCIATION IS RESPONSIBLE FOR	OWNER IS RESPONSIBLE FOR
Smoke and CO Detectors	None	All repair or replacement of detectors and batteries.
Storage locker	None	Repair or replacement of plasterboard, hardboard, door, hardware and any/all locks.
Telephone/Gallery Intercom	Repair or replacement of wiring within walls and floors to D mark (box). Code first phone number in Gallery entries.	
Trees, shrubs, grass in common areas, excluding balconies and patio areas	Repair or replacement as needed in common areas as budget allows.	None.
Utilities	Repair or replacement needed to ensure utility service to the Unit's boundary.	Repair or replacement of building components, for which owner is responsible, to ensure utilities are not wasted.
Water Softeners	Clusters and Galleries: Association maintains and replaces common area equipment.	Townhomes: Homeowners that have water softeners are responsible for all maintenance and/or replacement.
Windows, frames, glass and screens	None.	All maintenance, repair or replacement including visible chipping or peeling paint.

THE COLONY AT EDINA

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FINES AND FEES

August 2020

Fines and Fees are subject to change at Board discretion. This list is NOT all-inclusive

Violation	Charge
Failure to break down boxes for recycling	\$15/box
Failure to submit furnace inspection report upon 30 days' notice	\$25/month
Failure to obtain Board approval for renovation of unit (any project beyond cosmetic)	\$1,250
Failure to submit renter registration and copy of rental lease	\$25/month
Failure to register all pets living in unit	\$25/month
Failure to dispose of dog waste	\$25/occurrence
Charging an electric vehicle on Colony property *	\$100/occurrence

* Failure to display parking permit on all vehicles may result in towing at vehicle owner's expense