



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. 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 on insurance coverage that a unit owner/investor needs 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 unit owner is held responsible, it will be the responsibility of the unit owner to pay the \$20,000 deductible. The unit owner needs additional insurance to cover this possibility.
- For a resident/investor owner, an insurance policy referred to as a form "HO6" should provide all this coverage. However, the owner should make sure that their policy does provide coverage for the \$20,000 deductible in case they are held responsible. Not all HO6 policies provide this coverage. Please see 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 before key is given out and 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 may 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, not the pool.
- 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 six months in advance for any holiday. One renter cannot reserve two days of one holiday (Example: Christmas Eve and Christmas day) or more than two days in a row at any time.
- The pool/picnic area may be used in conjunction with The Colony Commons until 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 for Service Animals.
- **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. The 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. Also, 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 life guard 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 possible banning from the pool.
- The pool and the pool area may be used by no more than four guests of the residents of a unit at any one time. **The resident must be present with their guests.**
- No electrically operated equipment of any kind is allowed in pool area unless for maintenance use.
- **No glass of any kind in the pool area.** Food or beverages are not allowed within four feet of the edge of pool. No inflatable raft or toys in the pool. Noodles floaties in good condition are ok.
- **Age:** For safety reasons, no person under the age of 18 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 not toilet trained must wear plastic pants or "swimming diapers."

CONSTRUCTION AND CONSTRUCTION WORK VIOLATION

- Construction: Owners must notify the Association office when they do any remodeling. All plans must be approved by the Board in advance. **ALL UNAPPROVED CONSTRUCTION WILL BE FINED \$2500 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, they must be pulled, 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 the electric cars. The wiring is not capable of the output type, so please. **DO NOT** plug electric cars into any of the outlets to charge. Any damage caused by doing so will be at the owners' expense. The owner will also be charged a fine.

ELECTRIC GRILLS

- Cooking and barbecuing on balconies is 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**
- **Prohibited items include:** Charcoal grills, charcoal briquettes, lighter fluid, propane tanks/grills, fire pits, tiki torches or any open flames. All are prohibited.

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

BEGINNING IMMEDIATELY, THE POLICY FOR FLOORING IS AS FOLLOWS:

Hard surface floors may be installed by owners after notifying the office, so the following can be considered. Item #1 is for **ALL** new installations for all buildings and all floors. If an owner is considering hard surface flooring the following steps must be followed. Violation of this policy subjects the homeowner to fines for unapproved construction.

1. Notify the Office so when your old flooring or carpet has been removed. The maintenance tech will inspect the subfloor to ensure it is intact and, if not, do any repairs at Association expense before your new floor is installed.
2. Seriously consider putting in sound barrier products or adding soundproofing to minimize noise transfers to those living below you.

FURNACES

- Inspection: An owner must have the furnace inspected by a licensed professional and provide proof to the Association office **every two years**, verifying that the furnace is in a safe and efficient operating condition. If this is not done the owner will receive a fine every month until a current furnace inspection 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.

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 perform or report of a water leak 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

- Washing and drying 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 it 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.

LEASING (RENTAL) BY INDIVIDUAL OWNERS

A member of the Association, who rents out a unit owned by him or herself, must comply with the following requirements:

The member **must** notify the Association office that the member intends to rent out their unit. A lease must be provided by the owner, not the Association, identifying the new renters. Name and contact info to be submitted to the office. **If the office is not notified, a fine will be applied.**

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 make sure the renter complies with all rules. **Renters must go to the owner for any problems and the owner notifies the office when appropriate. The Association only deals with owners.** Renters must have a parking sticker on all vehicles, or they will be towed. Fines assessed for Non-compliance will be billed to the owner of the unit.

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 regular 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, at their own expense. Please see the maintenance matrix for better 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 homeowner will have to pay a portion of the repairs for the repairs.

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 the following:

- Unit doors leading to halls of Gallery & Cluster buildings, as well as 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 no longer does any personal maintenance in owner's units. **Exceptions 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.
- Please see the website for the after hours Emergency number.

NOISE:

- Noise Level: 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.
- **Due Date for Payments: The 1st of each month.** If dues are not paid by the 10th day of the month, they are considered late, and a late fee will be added to the owners account.
 - Quarterly dues are paid on the first day of February, May, August and November.
- **Collections of any type payments owed: If a member falls behind with any amounts that are owed to the Association, they will receive a letter. If the amount is not paid in a specified number of days, it will be forwarded to the Association's attorney. There will be no communication with the member except through the attorney after that point. If payments are not brought current after notification, foreclosure proceeding will begin. Owner will be responsible for ALL legal fees incurred.**

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. If they are not, a fine will be charged.
- The only pets that may be kept at The Colony are domestic dogs, domestic cats, and domestic birds. **ALL DOGS AND CATS MUST BE ON A LEASH IN COMMON AREAS, WITH THE EXCEPTION OF SOME SERVICE DOGS WITH PROPER DOCUMENTATION PROVIDED TO OFFICE.**
- **No adult dogs kept at The Colony shall weigh more than 40 pounds.**

- A maximum of two pets shall be allowed in any unit at any one time, provided, that no more than one dog shall be kept in any unit at any one time.
- All dogs and cats must be leashed (or in an enclosed carrier) when in the common areas and be under full control of the pet's handler.
- All pet feces anywhere at The Colony shall be picked up immediately by its owner, and properly be disposed of in a dumpster or trash container.
- No pet shall be allowed to exhibit any aggressive or threatening behavior toward any person or another animal at The Colony.
- An owner shall assume full liability and responsibility for all damage to persons or property at The Colony that in any way relate to or result from the presence and/or actions of a pet kept in that owner's unit.
- **No bird feeders shall be installed outside of a unit. No person at The Colony shall feed any wildlife being found at The Colony.**

SALE OR TRANSFER OF PROPERTY

- Any amounts owed to the Association by the seller are paid either prior to, or at, the 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 sale of unit to identify non-conforming structures for corrections and notice to buyers.

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.

- 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, is prohibited in any Limited Common Elements and in the Common Elements and is prohibited from entering any other Unit.

- a. 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.

TREES, VINES AND PLANTING ON OWNER PATIOS OR BALCONIES

- The maintenance of ALL plantings on a balcony or patio is the home owner's responsibility.
- All tree must be trimmed, at the homeowner's expense so they are 8 feet from any roof, side of building or fence. If trees are dead or too big for area, they must be cut down at home owner s' expense.
- NO vines are allowed to grow on any of the brick, patio bricks or fences or any other part of the Colony building. This causes damage and will be the home owner's responsibility to repair if damage is caused.

TRASH/RECYCLING REMOVAL

- Trash containers must be set out the morning of scheduled pick-up day by 7:00 A.M. and returned to garages by early evening that same day. No trash in bags may be left out in front of garages on trash days. *TRASH MUST BE IN SOLID CONTAINERS.*
- **IF A HOME OWNER DOES NOT HAVE A TRASH CAN, THEY NEED TO CALL THE TRASH COMPANY AND PURCHASE A NEW ONE FROM THEM. OWNERS ARE RESPONSIBLE FOR COST. (DSI 952-469-2239)**

Recycling: The Board mandates that all residents comply with the City of Edina Recycling program. If you do not have a recycling bin or yours is broken, please call the City of Edina. **(REPUBLIC 952-941-5174) (All boxes need to be broken down for recycling.**

- **No hazardous materials shall be disposed of in either trash or recycling containers.**

- Dumpsters: **NO** large furniture or large items of any kind may be dumped in or near the containers. **NO** televisions, computers, other electrical items, appliances, construction material, chemicals, paints, batteries, or hazardous materials shall be put into the dumpsters. All above items must be taken by residents to a recycling center. The nearest recycling center is South Hennepin Recycling, 1400 West 96 Street, Bloomington, Minnesota; (612) 348-3777. **THE AREA IS MONITORED BY CAMERAS. ANYONE SEEN PUTTING THE ABOVE THINGS IN DUMPSTER WILL BE FINED AND THEY WILL NEED TO REMOVE THE ITEMS.**

UNIT, COMMON AREA, AND LIMITED COMMON AREA RESTRICTIONS

- **Obstructions & 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; provided, that 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 fire places 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).

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 or, if this is not possible, the sticker must be affixed to the lower front passenger window. 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.

- 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.
- All vehicles shall be removed from the outdoor parking areas to allow for snowplowing or be subject to towing at owner's expense.
- **You must be able to park car in your assigned garage. Garages cannot be used strictly for storage.**
- 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 guest staying more than one day at The Colony must get a visitor pass from www.colonyedina.com or the site office prior to parking at The Colony. That visitor pass must be displayed on the dashboard of the guest's vehicle and be visible from the exterior of the vehicle.
- A resident's guest may park up to one week in a designated area, provided that the guest has been issued a visitor pass, PRINTED FROM WEB SITE OR RECEIVED FROM THE OFFICE.
- Under no circumstances are garages and other parking areas to be used as a play or recreational area.
- Up to three residents of a unit who hold a motor vehicle license may use outside parking spaces for the parking of their vehicles, subject to availability.
- 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, provided, that in the event a commercial vehicle is used by a resident as that resident's personal vehicle, that vehicle must be parked inside a garage while at The Colony.
- 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 party to be fined and opportunity for a hearing. Fines will be levied on a monthly basis as determined by the board until the violation is remedied.