

# The Creek Homeowners Association

Rules and Regulations



**THE CREEK HOMEOWNERS ASSOCIATION  
POLICIES, RULES & REGULATIONS  
UPDATED JUNE 2021**

**To our Creekside neighbors:**

These policies, rules and regulations, first enacted by your Board of Directors in 2015, updated in 2018 and now in 2021, provide useful information about how things work at Creekside. They also establish standards of conduct in this 126-unit facility. The goal is to ensure the safety, care, maintenance and cleanliness of the property that is our home, and to secure the comfort, convenience, safety and health of Creekside residents.

The Board of Directors appointed a committee some months ago to review the document and to suggest changes that would update and clarify its provisions and goals. Please take time to read this revised document, digest it and own it. Keep it in a handy place for easy reference. Honor our rules and regulations yourself, and speak up when you see the well being of all residents or good maintenance of our property being threatened by the actions of a few.

We are not just a disconnected group of people who share a common roof. We are a community invested in maintaining a sound building and fine quality of life for all. Thank you for being an active participant.

The Board of Directors

**Notes:**

The association's governing documents are in compliance with Minnesota's Common Interest Ownership Act (MCIOA) and are available on the management agent's web site: <https://thecreekhoa.connectresident.com>, or by contacting the Community Manager. Detailed information on the MCIOA (Minnesota Statutes 515B) can be found online at [www.revisor.mn.gov/statutes/cite/515B](http://www.revisor.mn.gov/statutes/cite/515B).

An owner may apply to the board for the temporary waiver of one or more of these policies, rules and regulations. The Board, for good cause, may grant a temporary waiver if, in the Board's judgment, the temporary waiver will not interfere with the rights of other occupants.

All residents are expected to comply with all applicable federal, state and local Common Interest Community (CIC) laws/regulations as well as these policies, rules and regulations. Penalties may be imposed for violation of the Association's governing documents, including these policies, rules and regulations.

## TABLE OF CONTENTS

<b>Letter to Owners and Lessees</b>	page 1
<b>Section 1 Board of Directors; Management and Staffing</b>	page 4
1.1 Board of Directors	
1.2 Management and Staffing	
<b>Section 2 General Operating Policies</b>	page 4
2.1 Building Access	
2.2 Bulletin Board Postings	
2.3 Common Areas/Elements; Limited Common Elements	
2.4 Hazardous Materials Disposal	
2.5 Insurance	
2.6 Mail, Package and Newspaper Deliveries	
2.7 Moving and Large Item Deliveries	
2.8 Noise and Odors	
2.9 Pets	
2.10 Garbage Disposal and Recycling	
2.11 Smoking	
2.12 Solicitations/ Political Campaigning	
2.13 Visitors/Guests	
<b>Section 3 Building Exterior, Porches/Patios and Landscaping</b>	page 11
3.1 Building Exterior	
3.2 Porches, Patios, Balconies	
3.3 Landscaping	
<b>Section 4 Amenities and Common Areas/Elements</b>	page 12
4.1 General Information	
4.2 Business Center	
4.3 Car Wash Bay	
4.4 Carts	
4.5 Fireside Room and Pub	
4.6 Fitness Center	
4.7 (Raised) Garden Beds	
4.8 Grills	
4.9 Guest Suites	
4.10 Kitchen	
4.11 Library	
4.12 Lobby	
4.13 Outdoor Sitting Areas (Courtyard and Creekside)	
4.14 Pool, Spa, Sauna and Locker Rooms	
4.15 Studio	
4.16 Virtual Golf	
4.17 Workshop	

<b>Section 5 Garage, Garage Storage and Outside Parking</b>	page 17
5.1 Garage Entry, Exit and Travel	
5.2 Garage Stalls	
5.3 Garage Storage	
5.4 Outside Parking	
<b>Section 6 Individual Units</b>	page 18
6.1 General Unit Policies	
6.2 Entry by Resident, Management Agent and Authorized Outside Parties	
6.3 Leasing	
6.4 Maintenance and Repairs	
6.5 Moving and Estate Sales	
6.6 Remodeling of Unit	
6.7 Resale of Unit	
6.8 Utilities and Services	
<b>Section 7 Fire System, Response and Prevention</b>	page 22
7.1 Fire System	
7.2 Response to Building Alarms	
7.3 Response to Unit Alarms and Fires	
7.4 Fire Prevention and Control Procedures	
<b>Section 8 Privacy and Security</b>	page 23
8.1 Privacy	
8.2 Security	
<b>Section 9 Emergencies</b>	page 24
9.1 Medical and Police Emergencies	
9.2 Severe Weather	
<b>Section 10 Association Operating Expenses, Fees, Special Assessments</b>	page 25
10.1 Operating Expenses (Budget), Fees	
10.2 Special Assessments	
<b>Section 11 Late Fees, Fines and Sanctions</b>	page 25
11.1 Late fees	
11.2 Fines and Sanctions	
<b>Section 12 Complaints</b>	page 26
<b>ADDENDUM:</b>	
Penalties/Fines for Violations of the Rules and Regulations	page 27
Sun Screens and Privacy Screens	page 30
Non-occupant Use of an Owner's Licensed Garage Stall	page 31
Fire Evacuation Procedure	page 32

## **Section 1**

### **Board of Directors; Management and Staffing**

#### **1.1 Board of Directors**

The Board of Directors (the Board), with assistance of the Association's professional Management Agent, in accordance with applicable ordinances and governing documents, develops the policies and procedures governing The Creek Homeowners Association (the Association). The Board's designated responsibilities are described in its governing documents: its Declaration, its Bylaws and the Minnesota Common Interest Ownership Act (MCIOA) [Minnesota Statutes 515B].

#### **1.2 Management and Staffing**

1.2.a The Association is professionally managed by FirstService Residential Minnesota. FirstService Residential provides administrative and maintenance services subject to the direction of the Board of Directors and at the expense of the Association. The Management Agent is the direct employer of the Association's Community Manager and caretaking staff.

1.2.b Office hours are weekdays and flexible for an 8 1/2 hour day with the exception of Holidays. A Community Manager oversees day-to-day operations, liaisons with the Management Agent's corporate office and supports the Association's Board of Directors regarding the Association's governance.

1.2.c During business hours, residents should contact the Community Manager (952-835-2064) in a building emergency and in matters requiring immediate attention. During non-office hours, call the Management Agent's 24-hour number (952-277-2700) regarding these matters and for issues concerning the management of the facility.

1.2.d If an emergency threatens imminent risk of personal injury, safety or damage to property, call 911 prior to calling the Community Manager and/or Management Agent.

## **Section 2**

### **General Operating Policies**

#### **2.1 Building Access**

2.1.a Residents' access to the building and to the garage is by fob. One fob is provided to each resident of a unit at sale closing (or two fobs for two-person household). In special circumstances, an additional fob may be issued with board approval. It will be assigned to a specific person whose name, address, telephone number(s) and e-mail address will be kept on file. Annual updating of this information is required. That person must agree in writing to adhere to the Association's privacy and security measures. A non-resident who has a fob does not have garage privileges (e.g. parking or use of the car wash.) That person's access to the facility's amenities is as a guest of a resident.

2.1.b Fobs are not to carry identifying information. Loss of either a fob or key is to be reported immediately to the Community Manager. The lost fob will be deactivated. Costs related to lost or failed fobs shall be borne by the resident, including replacement cost. In a case that a fob fails

during its first year, it will be replaced without charge if abuse or accidental damage is not a factor.

2.1.c Guest access is through the front (security) entrance where residents are listed by name, not unit number, on a calling board. Activation of the calling board will ring the selected unit's telephone. Television's Channel 990 visualizes the facility's entrance area and the person(s) calling. Pressing 9 on a touchtone telephone will release the front door's security lock. Do not allow admittance if a calling voice or person is not recognized. Residents are asked to meet guests who are not familiar with the building in the lobby.

2.1.d Should an unknown person(s) be at the lobby door as you welcome your guest, do not allow the unknown person to enter. Explain that Creekside's security measures require approved entries. If help is needed, describe how to find the appropriate resident's name on the call-board. Advise your guests of this important security measure if you are not at the door to meet them.

## **2.2 Bulletin Board Postings**

2.2.a Bulletin boards are in each garage elevator lobby and in the Business Center. Also, hard plastic sleeves for notices are in each elevator. All postings must be approved by the resident Community Manager with the exception of Committee postings.

2.2.b Use is limited to the Association's residents and management. Business information for resident reference is maintained in a binder in the Business Center. No other business postings are acceptable. Political and religious postings are not acceptable.

2.2.c Prior to posting, all items must be approved, dated and initialed by the Community Manager. Event notices are to be removed promptly after the event. Most postings will be limited to 30 days.

## **2.3 Common Areas/Elements; Limited Common Elements**

2.3.a The building has 126 individual dwelling units and Common Areas/Elements that include Limited Common Elements. Use of the Association's Common Areas is detailed in Section 4 of these Policies, Rules and Regulations. Information on Individual Units is covered in Section 6.

2.3.b Limited Common Elements are those parts of the Common Areas/Elements reserved for the exclusive use of the owners and occupants of the units to which they are allocated. (Examples: porches/patios/balconies, chutes, ducts, pipes, wires outside unit walls but serving the unit). The Association has authority to control the uses of Common Areas/Elements and Limited Common Elements including anything visible from the exterior of the building.

## **2.4 Hazardous Materials/Disposal**

2.4.a Combustible and/or flammable products except for reasonable quantities of usual household products are not to be stored in units, the garage, individual storage areas or on porches/patios/balconies.

2.4.b Storage of propane fuel or propane equipment is prohibited.

2.4.c Hazardous materials must not under any circumstances be deposited into the garbage dumpsters or left anywhere in the common areas. Hazardous waste, e.g., paint, oil, flammable products, medicines, computers, electronics, car batteries, and some household batteries and light bulbs based on current local law must be disposed off-site by the resident. Contact the Hennepin County Recycling Centers ([www.hennepin.us](http://www.hennepin.us); 612-348-3777) for site locations and drop-off

information. (As a courtesy, boxes are available in the Business Center for drop-off of hazardous batteries and light bulbs.)

## **2.5 Insurance**

2.5.a The Association maintains a master policy with All-In Building Coverage in accordance with the insurance requirements of the Minnesota Common Interest Ownership Act (MCIOA). It meets the 2011 Declaration's (Section 9, page 22) additional requirements of property insurance, commercial general liability insurance, fidelity bonds, Workers' Compensation as applicable, directors' and officers' liability, and other insurance as the Board may determine to be in the best interests of the Association.

2.5.b The Creek's Declaration requires each homeowner to obtain personal insurance coverage (commonly known as "gap coverage" or an "H06" policy) at his or her own expense covering fire and other casualty to the interior of the Unit, and the Homeowner's personal property and personal liability as well as for those items set forth in Declaration Section 9 that are not covered by the Association's policy. This coverage must include loss assessment coverage in an amount at least equal to the deductible under the Association's policy or policies. Each homeowner is responsible for any deductible or related expenses to their policy. The Association shall have no obligation with regard to this obligation, and the insurance policies maintained by homeowners must be without contribution against the insurance purchased by the Association, except as to deductible amounts or other items not covered under the Association's policies.

2.5.c The master comprehensive insurance coverage does not provide for any type of loss of a homeowner's personal property (furniture, personal effects, artwork/collections, etc.).

2.5.d If damage results from water penetration from the roof, an exterior wall or common element plumbing or any common element waste lines located within common element walls of dwelling units, which plumbing or waste lines benefit all units in the Association, then, to the extent that the cost of repair of the damage is not or would not be covered by insurance required by the Declaration (whether actually obtained or not), the Association will assess the cost of the necessary repairs to the common elements as a Common Expense assessed to all members. "Common element" as used in this rule does not include limited common elements as that term is defined in the Declaration.

2.5.e The Association is not responsible for water damage resulting from negligence of a homeowner or occupant. Examples of negligence include overflow of a sink, washbasin, bathtub or leaving a window open during a rainstorm, etc.

2.5.f The Association is not liable for water damage resulting from malfunction or leakage of a washing machine, dishwasher, sink faucets or traps and related plumbing or leakage through tile or marble bathtub and shower stall enclosures.

2.5.g Each homeowner is liable for the expense of any maintenance, repair or replacement made necessary by his or her act, neglect or carelessness, or by occupants, family members or guests to the extent that the expense is not met by the Association's insurance. Such liability is to include any increase in fire insurance rates from use, misuse, or abandonment of any unit.

2.5.h If water leakage is observed in a unit, the homeowner must immediately turn the water off at the source and contact the Community Manager. If unable to reach the Community Manager, the homeowner must immediately call the Management Agent's emergency number. There will be an automatic fine to the homeowner for failure to act accordingly.

## **2.6 Mail, Package and Newspaper Deliveries**

2.6.a Each unit has been given one key to an assigned locked mail box in the main lobby hallway. This key may be duplicated at the homeowner's expense. Individual mail slots above each bank of mailboxes are available for internal use.

2.6.b Packages delivered by USPS may be put into a large package box in either mailbox bank. If a package has been put in a large box, a key will be put in the recipient's mailbox. Also located in each mailbox bank is a mail slot from which USPS picks up outgoing mail on delivery days.

2.6.c Packages delivered by UPS, FedEx and USPS (larger packages only) and other similar delivery services will be delivered to the package room located off the main lobby. Amazon packages are delivered via direct contact with the unit residents through the entry call system. Depending upon the delivery system policies, notices may be left on the entry security door if a package cannot be delivered.

2.6.d Newspaper delivery is available through regular subscription. Delivery personnel have limited access to the building and may choose to deliver at a central place in the lobby or at the unit door. Several community newspapers are available in the library area..

## **2.7 Moving and Large Item Deliveries**

2.7.a Move-ins/outs are to be scheduled on weekdays unless a weekend move is unavoidable. In a case that a move-in/out has to occur on a weekend, the moving resident should expect inefficiencies related to additional guest traffic. Elevators used in moving must be pre-approved by the Community Manager. Movers are to give right of way to Creekside's residents and guests. All arrangements must be discussed with the Community Manager well in advance of the move-in. A Creekside Moving In and Out form should be completed and signed with a copy given to the movers as well. A non-refundable moving fee of \$150 will be collected for all household moves, both incoming and outgoing.

2.7.b Moving of furniture, substantial quantities of household goods, major appliances, carpeting and construction materials must be scheduled in advance with the Community Manager. Intended use of the elevator must be communicated at least a day in advance of the scheduled moving date so that pads can be installed. Movers and those transporting large items are to be instructed to accommodate residents who need use of the elevator.

2.7.c The front security door may not be propped open to facilitate a move or delivery unless under the observation of a person assigned responsibility for controlling entry. All items involved in a move or delivery of large items must be taken directly from the truck to the unit (or from the unit to the truck). Nothing may be temporarily stored at the outer entrance, in first floor areas or hallways. Residents involved in a move are to make sure their movers adhere to this requirement.

2.7.d Deliveries such as major appliances and furniture are to be scheduled when the receiving resident or a designated person will be home at the time of the delivery. Excepting major holidays, large item deliveries are permitted from 9:00 am until 5:00 pm. The Community Manager must be notified of these deliveries so that pads can be put up in the elevator.

2.7.e The resident is responsible for damage done to the building's property or furnishings during a household move or the delivery (or removal) of large items.

## **2.8 Noise and Odors**

2.8.a Owners and occupants shall use the property in such a manner as will not cause a nuisance or unduly restrict, interfere with, or impede the use and quiet enjoyment of the property by other owners, occupants and their guests.

2.8.b Residents and their guests are asked to minimize noise between 10:00 pm and 7:00 am and to remember that sound carries from corridors, common areas, between floors and from outdoors. Sounds of heavy footsteps, high heels, running, jumping or similar activity, especially on hardwood floors, carry to the unit below. Residents are to ensure that their guests do not disturb others.

2.8.c Radios, televisions, stereos, pianos and other musical instruments should be kept at reasonable volumes. Care is to be taken to limit the transmission of noise and vibrations to surrounding units. Washers and vacuums should not be run after 10:00 pm or before 7:00 am.

2.8.d Due to related noise, construction or improvements in individual units are permitted only on weekdays, exclusive of holidays, between 9:00 am and 5:00 pm. Light, unobtrusive construction is also permitted between 9:00 am and 5:00 pm on Saturdays, exclusive of holidays. (See Section 6.6; Remodeling of Unit.)

2.8.e Residents are to control odors from paints, cleaning supplies, pets, smoking, strong perfumed scents, etc.

## **2.9 Pets**

2.9.a Domestic cats, caged birds, fish are permitted as are dogs no more than 20 inches high at the shoulder and weighing no more than 25 pounds when fully grown. Animals legally certified as service animals and assistance animals are exempt from these limitations.

2.9.b Residents are limited to one of the following per unit: one dog; two cats; or one dog and one cat. Dogs designated as dangerous according to Minnesota Statute 347.51 (2014) are not permitted.

2.9.c Dogs and cats must be registered with management prior to their arrival at Creekside.

2.9.d A \$120 annual fee is charged for dogs only. This annual pet fee is charged with the unit's management fee in January, the first year's fee being pro-rated at entry.

2.9.e With exception of certified service animals, visiting animals are not permitted in the building or on Creekside property.

2.9.f Animals may not be kept, bred or maintained for commercial purposes.

2.9.g Unless entering or exiting, pets are restricted to their units when inside the building. Pets are to use the hallway entrance/exit and corridors nearest their units and the elevator closer to that entrance. They must be short-leashed (close proximity to the handler) or carried while in the building. No pet is allowed in the furnished common areas of the building (including the mail area). Using a corridor to exercise a pet is not allowed.

2.9.h In an effort to keep our most visible landscaping attractive, pets, through use of a short leash or being carried, are to be kept from toileting in the courtyard, the islands in front of the

Portico (main entrance) and within 15 feet of the building's entrances and dwelling units.

2.9.i In consideration of allergies or other concerns, when using an elevator, a pet's owner is either to ask permission to enter an occupied car or wait for an empty car.

2.9.j Pet waste is to be picked up immediately from both the Association's and the City of Edina's property. Feces and cat litter are to be securely bagged (cat litter double bagged) in plastic and put directly into a garage trash bin. No pet waste or litter is to be disposed of through the trash chute.

2.9.k Pet accidents occurring in the corridors or stairwells must be cleaned up immediately and reported to management or cleaning staff directly.

2.9.l Pet noise, odor, and/or behavior must not intrude upon other residents' enjoyment of their homes. Repeated complaints regarding a pet owner's failure to adhere to these policies may result in the pet's permanent removal from the property. The pet owner will have the opportunity to address the complaints before the Board. Should the Board determine the complaints are merited and the pet must be removed, its owner will have 30 days to comply with the Board's decision. In a case the pet bites or otherwise causes injury to a resident or visitor, the Board has the right to require immediate removal of the pet.

## **2.10 Garbage Disposal and Recycling**

2.10.a **Garbage (Trash) and Recycling Dumpsters** are located Garage Level next to the North stairwell and in the room next to the South (main entrance) elevator.

2.10.b **Garbage Dumpsters.** All household waste must be *securely* bagged against odor and breakage before being placed in the garbage dumpsters. Not allowed in garbage dumpsters: large appliances, humidifiers, air conditioners, furniture, carpeting, electronics, rechargeable or button batteries, fluorescent light bulbs (curly q or tube), paint, contractor waste, aerosol cans or other hazardous or flammable liquids. NOTE: You must make separate arrangements for disposal of larger items and appliances.

2.10.c **Pet Waste.** No pet waste is to be sent down the trash chute. It must be double-bagged and *placed* in the dumpsters on garage level.

2.10.d **Recycling dumpsters. YES:** (1) Rinsed food, drink and household containers – bottles, jars, cans, milk cartons, cereal and cracker boxes. (On plastic containers, look for recycling symbol and nos. 1 through 7. Not recyclable otherwise). (2) Paper: Mail, newspapers and magazines, catalogs, office paper, grocery bags, paperback books. (No security-shredded paper, as it jams sorting machines. Throw in garbage.) (3) Cardboard: Boxes must be flattened or broken down.

**NO:** (1) No napkins, paper towels, Kleenex, paper plates, paper cups, plastic utensils. (2) No Styrofoam cups, clam shell food containers, packing peanuts or molded shipping forms. (3) No plastic bags or wraps, including bubble wrap, shrink wrap and plastic sheeting. (Clean plastic bags may be recycled at most grocery stores). (4) No sheet glass, light bulbs (of any kind), appliances, electronics, wiring, furniture, aerosol cans, paint or other hazardous or flammable liquids, rechargeable or button batteries. **NOTE:** Many of the above “no” items can be disposed of – or recycled – at any of the Hennepin County Household Hazardous Waste & Recycling Drop-Off Sites – electronics at Best Buy. If you have questions about a particular item, ask the Creekside Community Manager.

## **2.11 Smoking**

2.1.a Smoking is prohibited in the common areas of the building including its corridors, garage and storage areas. It is prohibited on individual porches/patios/balconies, within 30 feet of the building's entrances and on the Association's property adjacent to the building where smoke can drift into a dwelling unit.

2.1.b Smoking is allowed in resident owned individual units. Smoke must be contained within an owner's unit. Should smoke escaping into common areas or other units become an issue, the unit owner is obligated to effectively seal that unit's door into the corridor or take other effective measures at her/his expense.

## **2.12 Solicitations/ Political Campaigning**

2.12.a Solicitors/canvassers are not allowed in the building. Residents are not to solicit other residents or canvass door-to-door for any purpose. Internal mail slots are not to be used for either resident or non- resident business solicitations.

2.12.b The directory of residents may not be used to advertise, solicit business, conduct surveys or promote products, political campaigns, charitable or religious activities unless sanctioned by the Association (HOA).

2.12.c Advertisements or posters of any kind may not be placed in/on the common elements or displayed from a resident's porch/patio/balcony or window so as to be visible from outside the building.

2.12.d For the purpose of campaigning or registering voters, an official candidate for public office and a limited number of workers accompanying the candidate will be granted access (by appointment) to a facility within the district that will be represented by the office at the next general or special election [Minnesota Statute 211B.20 (2014)]. Candidates granted access under Section 211B.20 are permitted to leave campaign literature at each unit's door. Campaign workers not accompanied by their candidate will not be allowed access. This policy does not waive any rights under terms of the Statute including the right to deny admittance or expel for good cause any candidate or her/his workers.

## **2.13 Visitors/Guests**

2.13.a Visitors/guests, including those who stay in a guest suite, are welcome as long as they conduct themselves in a way that does not disturb other residents. Overnight guests who stay in a resident unit more than three nights are to be registered with the Community Manager.

2.13.b Residents are responsible for the conduct of their guests, contractors and domestic help and are also responsible for any damages caused by them. Children are to be under adult supervision at all times. They are to be accompanied by an adult in the common areas.

2.13.c A houseguest is permitted to occupy a residence in the absence of a resident host. In all cases, a guest during a resident host's absence is to be registered with the Community Manager prior to the resident host's leaving. As an occupant of the facility, the houseguest of an absent host is subject to the Association's Governing Documents and its Rules and Regulations. An *overnight adult guest* (18 years or older) has unaccompanied access to the Fitness Center and Pool/Spa/Sauna.

2.13.d A guest staying in a guest suite will have reserved outside parking if needed. If authorized, a visitor/guest (non-occupant) may be allowed garage parking under specific

conditions (*See Addendum 003.2014; Non-Occupant Use of an Owner's Licensed Garage Stall*). An unauthorized non-occupant's vehicle in a garage stall may be towed at its owner's expense.

### **Section 3**

#### **Building Exterior, Porches/Patios and Landscaping**

##### **3.1 Building Exterior**

3.1.a Modification, painting/sealing or decoration of exterior Common or Limited Common areas are not permitted unless approved in writing by the Board or its designated committee. This includes adding plantings, decorative items or bird-feeders to the landscaped areas.

3.1.b Signs, banners, identification, or advertisements are not to be placed in windows, on doors, or elsewhere on the exterior of the building. Signage is not to be placed on the grounds by individual unit residents. (*See also Section 6.7.5; Resale of Unit*)

3.1.c Interior window blinds and curtains are to be plain colors that blend neutrally (white, off-white, beige, ecru, etc.) with the exterior color of the building so that the outside appearance of the building remains uniform.

##### **3.2 Porches, Patios, Balconies**

3.2.a Prior to installation, sun and privacy porch/patio screens are to be approved by the Board or its designated committee. Screens are to be a plain color (flat black or charcoal gray) that will blend into the existing screens. They are to be installed horizontally and secured from flapping in the wind. (*See Addendum 002.2014; Sun Screens and Privacy Screens*) Floor coverings must not negatively affect the unit below and should blend with the colors of the building's exterior.

3.2.b It is the responsibility of the owner-resident to clean exterior porch windows, porch door glass and balcony floors. Cleaning of porches/patios/balconies should not interfere with the porch below. Nothing is to be thrown, swept, shaken or dropped from a porch or window. Plants should be in heavy planters or otherwise secured so as not to be upset by wind. Care needs to be taken so that water is not allowed to leak through to the porch below.

3.2.c Porches/patios/balconies may not be used as a storage area for items other than outdoor furniture. Bicycle storage is not permitted. Laundry may not be hung out to dry. With exception of a seasonal decoration of incidental weight, nothing is to be draped over or suspended from a balcony railing.

3.2.d Wind chimes, televisions, radios, boom boxes, musical instruments, etc. are not permitted on porches/patios/balconies.

3.2.e Residents are asked to curtail activities, parties, and loud conversation on porches/patios/balconies after 10:00 pm.

##### **3.3 Landscaping**

3.3.a Approval of the Board or its designated committee is needed prior to adding plants, flowers, other decorations or bird-feeders to the building's landscaping. Bird-feeders, which must be approved by the Board or its designated committee, are not allowed within 30 feet of the building.

3.3.b Residents on the first floor who have direct access to the outside are permitted and encouraged to deadhead plantings adjacent to their patios/doors. They, as well as other residents, are asked to report any needed landscaping maintenance to the Community Manager.

## **Section 4**

### **Amenities and Common Areas/Elements**

#### **4.1 General Information**

4.1.a The areas in this section enhance Creekside's lifestyle and are meant to be an extension of personal living space for residents and their guests. Unless otherwise noted, guests are welcome to use the common areas and amenities.

4.1.b All common areas are smoke free. Appropriate attire is to be worn by residents and guests at all times. Residents are responsible for the conduct and actions of their guests. Boisterous, noxious, or offensive activity is not permitted. With the exception of certified service animals inside the building, pets are allowed only in stairwells, corridors and elevators for direct travel to and from their dwelling units.

4.1.c Use of the common areas and amenities is at your own risk. Neither the Association nor its Management Agent is liable for any injuries that may result from the use of the areas/amenities or for lost or stolen items.

#### **4.2 Business Center**

4.2.a The Business Center is available to residents (not guests). It includes a computer and a copier with fax capability. The Center is used both by the management office and the Association's residents.

4.2.b Equipment and supplies are available to all residents for their personal use. Residents are asked to use their own paper when making more than 10 copies for personal (not Creekside's) purposes or to pay the management office \$0.05 per copy for over 10 copies. Residents are expected to limit their computer time to 30 minutes if someone is waiting.

#### **4.3 Car Wash Bay**

4.3.a A car wash bay is located near the center of the garage and is available to residents (not guests) for washing their own vehicles. Car engines must be turned off while parked in the car wash bay. Turn off the faucets and drain the hose after use. Failure to do so can cause the hose to burst. Return the hose to its assigned place.

4.3.b Debris and sand are to be swept up and put in the trash container. The drain can accommodate only small amounts of winter's road sand.

4.3.c Residents should expect to bring their own cleaning supplies including towels to the car wash. Supplies left in the bay are assumed to be for general use.

#### **4.4 Carts**

4.4.a Carts are available for short term use. Grocery carts and a flatbed cart are located in the north garage level elevator lobby. Additional grocery carts are located outside the garage's trash/recycle room. A second flatbed cart and dolly are in the trash room across from the library.

4.4.b Return carts and the dolly promptly after use. Grocery carts may be returned to either storage location but should in most cases be returned to the area where acquired. Carts are not to be kept during an event or overnight. Small personal grocery carts kept in a garage stall belong to

that stall's resident and should be borrowed only with permission from the owner of the cart.

#### **4.5 Fireside Room, Pub**

4.5.a Reservations are limited to five hours or less (including clean up). Arrangements can be made through the management office. With exception of holiday periods, reservations are on a first-come basis and are available up to six months in advance. A drawing will occur 60 days prior to the holiday if all requests cannot be accommodated.

4.5.b During the arrival of a party's guests, Creekside's security entrance is to be monitored either by the host or another person familiar with the guest list. If not continuously monitored, signage on the security door is to direct late arriving guests to call a cell number for entry. The security door is not to be propped open at any time during an event. Guests other than the party guests are to be directed to the call system and not allowed entry with the party's guests.

4.5.c A party's guests are not to flow into the lobby or library areas. Neither area is to be used as an extension of the party's reserved space.

4.5.d Both the room and the kitchen (if used) are to be cleaned immediately following the scheduled event, leaving both as found. Kitchen cleaning guidelines are posted in the kitchen. Residents should expect to bring dishtowels, dishcloths and soap when food is served.

4.5.e A refundable deposit of \$100 will be collected at the time of the reservation for all events excepting the Association's. The deposit will be returned within two business days following the event provided that (1) anything used is returned to the same condition it was in before the event as determined by the Management Agent, and (2) during the event guest entry was either continuously monitored or signage directed incoming guests to call a cell number for entry.

#### **4.6 Fitness Center**

4.6.a The Fitness Center is open 24 hours daily. It is available to residents *and overnight guests 18 and older*. *Overnight guests* are asked to register with Creekside's Community Manager prior to their initial use of the Center or to a guest roster in the Center each time they exercise there. The Fitness Center is accessed using a common key.

4.6.b Those using the equipment and facilities must have adequate knowledge regarding the operation and safety precautions associated with the equipment being used. The Association is not liable for injury.

4.6.c Time on the equipment is limited to 30 minutes if someone is waiting. It is to be wiped down with a disinfectant cloth or towel after each use. Equipment must not be removed from the Center. Report repair needs to the management office.

4.6.d Television volumes are to be kept at a level that does not disturb others. Turn televisions off when not being used. Earphones are to be used with personal audio systems.

4.6.e Beverages must be in unbreakable and covered containers. Food, alcohol and glass containers are not allowed.

4.6.f Dress and shoes are to be appropriate for exercise. Swimsuits, either dry or wet, are not allowed when using fitness equipment.

4.6.g Lights are to be turned off if no one is using the room and at the end of each day

#### **4.7 (Raised) Garden Beds**

4.7.a There are currently five shared 5' x 9' raised garden beds on the creek side of the building. Contact the Landscape Committee if you are interested in reserving space in a garden, or look for a sign-up sheet in the Business Office or the North Elevator Lobby, garage level. Bed spaces will be assigned within one week of the posted deadline.

4.7.b If more residents want garden space than space is available, allocations will be decided by lottery. Space is limited to one section per unit.

#### **4.8 Grills**

4.8.a Grills located outside the Pool/Fireside Room area are for residents' use only. Grills on first level courtyard patios are for private use. Instructions for using Creekside's grills are on the bulletin board in the Fireside Room's kitchen.

4.8.b After using the grills, scrape the grates and/or burn off any remnants on the grates. Cooks are to minimize the emission of smoke and fumes.

4.8.c Edina's fire code regulations do not allow the use of charcoal or gas grills on porches, patios or balconies or in any inside common area of the building. Tabletop grills are prohibited on porches/patios/balconies. Electric grills installed to meet Edina's fire code regulations are allowed.

#### **4.9 Guest Suites**

4.9.a Two suites may be reserved for residents' guests at an established rate. Check in time is 2:00 pm; check out time is 11:00 am. Daily housekeeping is not provided during a guest's stay. Children under 18 years of age may occupy a room only when accompanied by an adult. With exception of a certified service animal, pets are not allowed in either suite. Smoking is not permitted.

4.9.b Reservations may be made up to six months in advance and are subject to holiday scheduling guidelines. (A drawing 60 days prior to the holiday determines who gets the suite.) One night's rental fee may be charged to the resident host if a reservation is not cancelled at least 24 hours in advance. Guest suite guidelines and reservation forms are available from the management office.

4.9.c If needed, a reserved space in Creekside's outside lot will be made available to a guest staying in a guest suite.

4.9.d Regarding Creekside's amenities, guests staying in the suites are subject to the same limitations as all guests.

#### **4.10 Kitchen**

4.10.a Items in the kitchen are available for residents' use in the Fireside Room and Pub. Guidelines for use and cleaning are posted in the kitchen. Dishes, table settings and cooking/serving tools are not to be removed from the area.

4.10.b An item (or items) temporarily stored in the refrigerator must be identified by name/unit #, and also marked with both in and out dates. If an item is left for community consumption, that,

too, should be identified and dated. If not identified, items left in the refrigerator are assumed to be for community consumption. Perishable items are disposed of after one week.

#### **4.11 Library**

4.11.a The library contains books (including audio books) that are available to residents on an honor system. Borrowed items are to be returned within a reasonable period.

4.11.b Residents are invited to donate hard cover books of current and classic interest. Although the library has been built on donations, space is limited and not all items can be accepted.

4.11.c The library is overseen by a resident volunteer. Its inventory will be culled periodically by the resident volunteer and/or a committee of frequent users. Items removed from the library will be donated to charity.

#### **4.12 Lobby**

4.12.a The lobby provides a place to greet and visit with residents and guests. This area is not to be used as an extension of space for events in the Fireside Room and Pub/Club Rooms. Unaccompanied children are not allowed to linger in the lobby area at any time.

4.12.b Food and uncovered drinks are not allowed in the carpeted area in front of the fireplace. Residents are asked to avoid walking through this carpeted area en route to and from the Fireside room.

#### **4.13 Outdoor Sitting Areas (Courtyard and Creekside)**

4.13.a The Courtyard and Creekside sitting areas are available for residents and their guests. The areas are intended as attractive and useful features of Creekside living. They are to be used in a way that will not cause a nuisance or unduly restrict, interfere with, or impede the use and quiet enjoyment of the property by other owners, occupants and their guests. (*See Section 2.8.1; Noise and Odors*) Noise is to be kept to a moderate level and curtailed after 10:00 pm.

4.13.b Clean-up is to be thorough after use including lowering/securing umbrellas and returning furniture to its established location prior to leaving the area.

4.13.c Pets are to be toileted in appropriate areas just prior to being in these sitting areas and to be short leashed in these areas. Be reminded that pet toileting in the Courtyard, the islands in front of the Portico and within 15 feet of the building and these Creekside sitting areas is not allowed.

4.13.d Drones (UAVs/unmanned aerial vehicles) are not allowed on Creekside property.

#### **4.14 Pool, Spa, Sauna and Locker Rooms**

4.14.a The pool, spa, sauna, and locker rooms are for use by residents and guests. These areas are accessed using a common key. For personal safety, it is recommended that residents do not use the pool, spa and sauna alone as there is no lifeguard on duty at any time. Persons with medical conditions should check with their physicians prior to using these recreational amenities. Children under 16 years of age are not allowed in the spa or sauna.

4.14.b For personal safety, to protect the facilities and equipment and to preserve the rights of other residents, those using the pool, spa, sauna and locker rooms are to observe the following rules:

4.14.c With exceptions for maintenance, the pool is available for resident use at all times. After 8:00 pm and until 11:00 am children are not allowed in the pool. A resident's guests must be

limited to a number that will not affect other residents' concurrent use of the pool.

4.14.d Residents and guests must follow the posted public pool rules. Infants and children who are not toilet trained are not allowed in the pool. All who use the pool must shower using soap prior to entering the water.

4.14.e Users of (or guardians of those using) the equipment and facilities must have adequate knowledge regarding the operation and safety precautions associated with the equipment/facilities that are being used. The Association is not liable for injury.

4.14.f Residents and their guests are responsible for bringing their own swimwear and lock (if desired) for the lockers. Towels are not provided.

4.14.g Neither food nor glass containers are allowed in the pool, spa, sauna or locker room. Beverages in unbreakable containers may be used at the pool's tables. They are not to be kept at poolside or consumed while in the pool.

4.14.h Equipment problems or failures are to be reported to the management office.

#### **4.15 Studio**

4.15.a The Studio is available for individual or group use. The room may be reserved for the Association's organized activities and for private use. Reservations may be made through the management office on a first-come basis up to six months in advance. Holiday guidelines apply to the Studio.

4.15.b Unmarked equipment and supplies may be used by other residents. After use, the Studio is to be left clean. Items used are to be returned to their assigned places.

4.15.c The movie library is maintained in the Studio. Rules for use are similar to those for the Library.

#### **4.16 Virtual Golf**

4.16.a Virtual Golf is available on the garage level to residents and to guests while accompanied by a resident host. It is accessed using a common key from the first level or by fob if entering from the garage.

4.16.b Residents familiar with the system are available to orient new users to the equipment. Requests for orientation should be made to the Community Manager. An instruction manual is kept in the area.

4.16.c Safe use and protection of the facility and equipment require that:  
Guests in the area are accompanied by a resident at all times.  
Residents have adequate knowledge regarding use of the equipment prior to operating it without supervision.  
Guests, prior to using the equipment, are adequately instructed in its use.  
Equipment is not tampered with or altered.  
Equipment problems or failure are reported to the management office as soon as possible.  
Responsibility for damage caused through negligence or improper use is assigned to the resident at fault or a guest's resident host if the damage is caused by a guest.

4.16.d Tee times may be reserved up to seven days in advance. A reservation calendar is located near the operating control area. Use by a group or an individual is limited to no more

than five hours per session. The area is to be left as found, clean and in order.

4.16.e Lockers will be reassigned annually with preference going to frequent Virtual Golf resident users. With notice, those using lockers will periodically be required to empty them for cleaning.

#### **4.17 Workshop**

4.17.a The workshop is located on the garage level and is available to residents only. Adequate knowledge of the equipment and adherence to basic safety rules are required.

4.17.b Although some materials have been left for general use, residents should expect to supply their own materials. After use, the shop is to be left clean and tools returned to their assigned places. A damaged tool is to be repaired or replaced by the resident responsible.

4.17.c Access to the shop is given after completion of the wood shop's liability consent form. This form and a key to the shop can be obtained from the Community Manager's office

### **Section 5**

#### **Garage, Garage Storage and Outside Parking**

##### **5.1 Garage Entry, Exit and Travel**

5.1.a Entry to the garage is by fob (or associated electronic device) through the parking lot entrance. Exit is directly onto Metro Boulevard by fob or by driving over a door triggering cord. When entering the garage, residents are expected to (1) stop in the garage just beyond the door to prevent a second vehicle from entering at the same time, and to (2) watch the open area so that a pedestrian does not enter unobserved, and (3) wait for door to close completely. When exiting, wait for the door to close while observing the opened area for pedestrian entry. Report suspicious activity to the Community Manager or call 911, as appropriate.

5.1.b In addition, for your safety:  
Do not exceed a speed of 5 miles per hour in the garage.  
Do not cut through center parking spaces.  
Turn on lights when entering and exiting garage.  
Use the mirrors located on the garage walls to increase visibility when traveling around corners.  
Turn off engine immediately after parking and while waiting for additional passengers.

##### **5.2 Garage Stalls**

5.2.a Garage stalls are licensed to specific units for the exclusive use of that unit's residents. The Association's residents may rent or lease an unused stall from a unit owner. Information is available from the Community Manager.

5.2.b Incidental use of a garage stall by its licensed owner's guest is acceptable under specific conditions. *(See Addendum 003.2014; Non-Occupant Use of an Owner's Licensed Garage Stall)*

5.2.c Vehicles are to be parked in their assigned parking stall. Residents are asked to park in the center of their stalls and to pull forward as far as possible. Unauthorized vehicles parked in the garage are subject to fine and/or tow.

5.2.d Mechanical work except for an emergency repair is not permitted anywhere on the property. This includes changing oil. If oil, grease or automotive fluids leak onto the garage floor within an assigned garage stall, the resident is responsible for prompt clean up.

5.2.e Residents are responsible for cleaning their individual garage stalls through the year. The garage will be swept, scrubbed and power washed once each year by the Association.

5.2.f Garage Electricity. Electrical outlets in the garage are intended for general maintenance use by the caretaker and for casual use (e.g. car vacuuming) by residents. The electrical outlets may not be used for charging electric cars or for extended use (greater than two hours) by residents.

### **5.3 Garage Storage**

5.3.a Storage cabinets may be placed against a wall within an assigned stall. A specific cabinet model is required. Information regarding a cabinet's purchase is available from the Community Manager. Nothing is to be stored outside (or on top of) a storage cabinet except a personal grocery cart.

5.3.b Bicycles are to be stored in one of two areas, one adjacent to the exit, the second at the east end of the garage. Residents wishing to store bicycles for the season or for extended periods of time may carry or walk their bicycles to their unit or storage area. Bicycle storage is not permitted on porches/patios/balconies.

5.3.c Storage of combustible and noxious items is prohibited

### **5.4 Outside Parking**

5.4.a Limited guest and resident parking is available in the Association's outside lot. Residents are encouraged to park in their assigned garage stalls. The outside lot is not to be used for storing vehicles.

5.4.b Recreation or commercial vehicles, trailers and other equipment may not be parked in the parking lot overnight without approval of the Community Manager.

5.4.c All parked vehicles must be in operating condition. With exception of an emergency repair, changing of oil and mechanical repairs are not permitted anywhere on the Association's property.

## **Section 6**

### **Individual Units**

#### **6.1 General Unit Policies**

6.1.a Units shall be used as private, single-family residential dwellings. Dwellings shall not be used for unlawful purposes. Transient, hotel, commercial, business and other non-residential purposes excepting a home occupation with strict limitations are prohibited.

6.1.b Window blinds and curtains shall be plain colors that blend neutrally (white, off-white, beige, ecru, etc.) with the exterior color of the building.

6.1.c Electronic equipment and musical instruments should be kept at reasonable volumes especially, after 10:00 pm. Washers, dryers and vacuums should not be run after 10:00 pm or

before 7:00 am.

6.1.d Porches/patios/balconies are Limited Common Elements and as such are controlled by the Association. Porches/patios/balconies and storage spaces are to be kept clean to avoid the presence of insects, mold, rodents and odors. With exception of year-end seasonal decorations of incidental weight, nothing is to be draped or hung over the railings.

6.1.e Each unit has a licensed storage area in a room on the same floor (with few exceptions) as the unit. The room is accessed using a common key. The individual storage area is accessed using the unit's key. Additional storage, if available, may be rented from the Association. Items stored in this Common Area must be noncombustible and odorless.

6.1.f Nothing is to be stored in a unit's mechanical (HVAC) closet. Porches/patios/balconies may not be used to store anything other than outdoor furniture.

## **6.2 Entry by Resident, Management Agent and Authorized Outside Parties**

6.2.a A master lock system is maintained by the Community Manager. This ensures access to units in the event of an emergency when residents are not home, when their personal well-being or safety are threatened, or when maintenance is needed and a resident is not able to be home. For these reasons, all unit door-locking devices must be keyed to the master lock system and no additional locks may be added to unit doors. Whenever possible, arrangements for needed entry will be made to accommodate the schedule of a unit's resident.

6.2.b If residents are locked out of their units during off (office) hours on weekdays, excepting holidays, doors to individual units may be opened by the Community Manager or Management Agent. If locked out after these hours, the resident will incur a charge by the Management Agent for having the door opened.

6.2.c Residents may leave a key with the management office to be used by someone they authorize to enter the residence. Written authorization is required and must include language holding the Association and management harmless from liability. The authorization will be kept in the management office with the key.

## **6.3 Leasing**

6.3.a A unit may be leased subject to the Association's Governing Documents and to reasonable regulation by the Association. The leasing of a unit is subject to the same age and occupancy restrictions that apply to owned units. A background check is required. No unit may be subleased.

6.3.b All leasing applications, background checks and leases will be reviewed by the Board of Directors. Board approval is required prior to the lease being signed.

6.3.c A lessee shall have the right to use any recreational facilities, parking, storage and other amenities available by reason of occupancy of the unit in lieu of the unit's owner.

6.3.d Leases are subject to Section 7 of the Creek Declaration as amended 10/28/15. This Amendment establishes limits on number and terms of leases.

## **6.4 Maintenance and Repairs**

6.4.a The owner of a unit is responsible and liable for maintenance, repair and replacements within the unit's boundaries (including its windows and doors) with exception of the security/fire

system's sprinkler heads and fire alarm wiring (which is the responsibility of the Association).

6.4.b Requests for all types of repairs and maintenance may be made to the Management Agent or to outside repair services. Unless a routine maintenance service (HVAC, outside window washing) has been included in Association fees, repair and service charges will be billed directly to the unit owner.

6.4.c Residents are encouraged to check for water leaks on a regular basis (sinks, toilets, dish and clothes washers, refrigerators with ice makers, dehumidifiers/humidifiers) and for water stains on ceilings and walls. If leaving for an extended absence, it is recommended that water valves to washing machines, ice makers, sinks and toilets be turned off.

6.4.d All electrical, plumbing and HVAC repairs must be in compliance with Edina codes.

## **6.5 Moving Sales and Estate Sales**

Estate and moving sales are prohibited.

## **6.6 Remodeling of Unit**

6.6.a Homeowners may not make any additions, alterations or improvements to their dwelling unit without prior written consent of the Board of Directors. Remodeling plans/requests are to be submitted to the Community Manager. Insurance status must be submitted with the remodeling plans.

6.6.b The following constitutes additions, alterations or improvements to dwelling units:

All alterations, modifications or additions to plumbing, except for routine repair, cleaning or replacement of faucets or plumbing fixtures of a like type and size;

All alterations, modifications or additions to the heating and ventilation systems, except for repair or replacement of equipment of a like type and size;

All alterations, modifications or additions to security or life safety equipment located in dwelling units;

All alterations, modifications or additions to the corridor side of unit entry doors and/or surroundings and to hardware and locking devices of these doors;

Any and all type alterations, modifications or additions, the result of which could adversely affect other dwelling units that are located above, below or adjacent to a dwelling unit in which remodeling is contemplated;

Any alterations, modifications or additions to porches/patios/balconies;

All alterations, modifications or additions that contemplate or require penetration into or through the surface of the floor, ceiling and outside wall of a dwelling unit;

All alterations, modifications or additions that require penetration into or through the surface of the wall to the outside of the building must be repaired in a manner which matches the existing façade at the point of penetration.

6.6.c If Board approval is granted regarding penetrations into or through the floor, ceiling or outside walls of a dwelling unit, it would be subject to radiographic or electromagnetic scans undertaken by a responsible firm prior to commencement of any work. The costs for such scans shall be the responsibility of the homeowner.

6.6.d After January 15, 2014, hard surface flooring installed above first floor is required to meet a lab tested (minimum) sound transmission class (STC) of 67 and an STC (minimum) of 60 if field tested. First floor hard surface flooring is subject to Minnesota/City of Edina code minimums of lab tested STCs of 50 and field tested STCs of 45. The Association reserves the right to order a field test within 180 days after completion of the installation at the Association's expense if test results meet standards, and at the owner's expense if test results do not meet standards. It is the

owner's responsibility to remedy a failed STC test result within 90 days.

6.6.e Required permits are to be obtained from the City of Edina. Permits shall be posted outside of the entry door prior to commencement of construction, and all work that is undertaken must be completed in full compliance with all applicable ordinances, building and fire codes. Permit work must be done by a licensed contractor.

6.6.f For contractor guidelines, elevator reservations and information regarding the storage/removal of construction materials/debris, contact the Community Manager.

6.6.g Homeowners are responsible for any consequential damage to dwelling units located above, below and adjacent to dwelling unit in which remodeling is completed and to common areas affected by the remodeling or alterations.

6.6.h The Board of Directors is required to respond in writing to all remodeling requests within 30 days of receipt.

### **6.7 Resale of Unit**

6.7.a Age restrictions associated with the sale of a unit are described in the Association's Governing Documents. Restrictions relating to occupancy are described in these Rules and Regulations.

6.7.b At the time a unit is listed for sale, the unit owner must provide the Community Manager/Management Agent with the Realtor's (if any) contact information. If the unit is going to be marketed by its owner, that information, too, needs to be provided to the Community Manager.

6.7.c Lockboxes for the storage of access keys are to be mounted only in the small lockbox cabinet in the entry lobby. Lockbox use is limited to Realtors. Realtors are required to remove lockboxes within five days of closing of the sale or of a listing being cancelled.

6.7.d At no time is unsupervised entry of a prospective buyer allowed through the call system's lock release. Realtors and/or owners are not to leave a prospective buyer unattended in the unit or anywhere in the building.

6.7.e With exception of a 5" by 8" notice posted on the garage level bulletin boards by a unit owner (and approved by the Community Manager), advertising signage for listed units is prohibited anywhere on the property.

6.7.f Neither a Realtor nor a unit owner may advertise or host an open house for the purpose of selling the unit. A Broker Open House may be held for Realtors only.

6.7.g If a purchase agreement is accepted for the sale of a unit to the owner of a service dog or assistance dog, the current unit owner must immediately notify the Community Manager. The Community Manager will document the qualifications of the new owner under the rules of ADA or HUD and forward the qualifications to the Creekside Board for review.

### **6.8 Utilities and Services**

6.8.a Monthly Association fees include payment for garbage/recyclables' removal, water/sewer charges and a basic cable/internet package.

6.8.b Utilities not included in the monthly Association fees are the owner's responsibility. They include unit charges for electricity, natural gas, telephone and enhancements to the unit's basic cable/internet package.

## Section 7

### **Fire System, Response and Prevention**

#### **7.1 Fire System**

7.1.a The Creek's fire suppression system (sprinkler system) covers the building corner-to-corner including the mechanical (HVAC) closets and garage. The system is monitored 24 hours a day by a central monitoring service which watches the status of the common areas' smoke detectors, the fire sprinkler system and manual pull stations. A building wide central alarm sounds if any of these are activated. Activation of the building's central alarm triggers an automatic call to Edina's fire department.

7.1.b Both the central alarm system and all units' alarms will sound if a sprinkler system is activated in a unit or in the mechanical, attic or common areas. Each sprinkler activates independently to cover an 18 foot circle if it senses heat at 135 degrees.

7.1.c Sprinkler heads are located in every room of a unit and in common areas. Do not hang objects on sprinkler heads. Do not bump them as activation can cause significant water damage.

7.1.d Fire doors in all corridors close automatically if the building's fire alarm system is activated. These doors are to remain closed until an all clear is announced.

#### **7.2 Response to Building Alarms**

7.2.a Because of the Creek's extensive sprinkler system, if no hint of fire (smoke, smell, hurried voices, warnings) exists, residents may choose to stay in their units in response to a fire alarm unless advised to evacuate by firefighters on the scene. According to Edina's Fire Chief, however, it is never wrong to get out of the building. In either case, it is critical to know your route of evacuation. (*Addendum 004.2015, Evacuation Routes*) If you choose to leave your unit, do not use an elevator. Use only stairways. (Note: Gathering in the lobby is acceptable to Edina's Fire Chief if there are no apparent signs of a fire.)

7.2.b If a fire alarm sounds, touch the unit side of your door to check for heat. If hot to the touch, unlock the door but do not open it. The fire may be on the other side of the door. Call 911. Report your unit number. Place towels at the bottom of your door to keep smoke out. Wave a sheet or large towel from a porch or window farthest from the door. Wait for instructions from the fire department. Your unit will provide safe refuge if the corridor door remains tightly closed.

7.2.c If the corridor door is not hot to the touch and you choose to leave your unit, open the door carefully. If there is smoke in the corridor, follow the above procedure. If the hallway is clear, use the closest exit to leave the building. If you encounter no sign of fire you may report to the front lobby. Call 911 to report the alarm.

7.2.d Residents requiring emergency assistance to evacuate the building should unlock their doors and stay in their units until assisted by firefighters. Firefighters have a current list of those requiring assistance.

#### **7.3 Response to Unit Alarms and Fires**

7.3.a Unit smoke detectors are not wired into the central fire monitoring system. They are intended to alert residents to smoke and potential fire in individual units. These smoke detectors are hard wired and have a nine-volt battery for emergency backup. A 'chirp' from a smoke detector indicates a weak battery that needs replacement. It is the resident's responsibility to replace batteries when needed. All of a unit's smoke detectors' nine-volt batteries should be

replaced at the time the first smoke detector ‘chirps’ signaling a weak battery.

7.3.b If smoke from cooking triggers your unit’s smoke alarm, open a window or porch door, turn on the stove and bathroom fan. Do not open the corridor door unless you need to access the fire extinguisher in the hallway as smoke may trigger a hallway smoke detector as well.

7.3.c A first action with a small fire is to deny it oxygen. Clamp a lid on a cook pot or skillet. With a broiler fire, shut the oven door quickly and turn off the broiler. If not immediately successful, call 911. Access and use the nearest hallway fire extinguisher being careful to avoid dispersing the fire with the extinguisher’s spray.

7.3.d If a fire occurs in your unit that is not immediately extinguished, leave your unit quickly calling out to your neighbors as you leave. Close your door leaving it unlocked. Leave the building using a stairway. Call 911. Identify your unit number. Get to the front entrance to direct firefighters to your unit.

#### **7.4 Fire Prevention and Control Procedures**

7.4.a Be proactive. Know where the fire extinguisher nearest your unit is stored. Notice the locations of other fire extinguishers in the building, especially in the common areas. Learn how to use an extinguisher before it is needed. The possibility of scattering the fire is real if the extinguisher is not used correctly. A smaller, personal fire extinguisher may be easier to handle.

7.4.b Information will be distributed annually to address fire prevention, safety and emergency procedures. Evacuation routes are assigned in these rules. (*Addendum 004.2015, Evacuation Routes*)

7.4.c Edina fire code regulations do not allow the use of charcoal or gas grills on porches or in any common area of the building. Tabletop grills are prohibited on porches/patios/balconies. Electric grills installed to meet Edina’s fire code regulations are allowed.

7.4.d Residents and their guests must not engage in any activity or keep anything in their units, garage stalls, or common and limited common areas that is a fire hazard or could affect insurance rates for the condominium.

7.4.e Pursuant to Edina’s fire code regulations, common area corridors and stairwells are to be kept free of all items that lay on the floor.

### **Section 8** **Privacy and Security**

#### **8.1 Privacy**

8.1.a Neither the Community Manager nor Management Agent will release names, telephone numbers, unit numbers or other information concerning an individual owner/resident without express written authorization from that owner/resident.

8.1.b Lists of residents’ names cannot be released without authorization of the Board. Internal telephone lists are to be shredded prior to disposal. Resident telephone directories may be returned to the management office for shredding.

8.1.c Every attempt is made to preserve privacy. However, if an infringement occurs, the Community Manager, Management Agent and/or Board of Directors will assist the resident in resolving the issue.

## **8.2 Security**

8.2.a If adhered to and used properly, the Association's policies and systems provide a secure environment. Exterior doors require a key fob to obtain entrance. Door closures are audible. Entrances are not to be propped open to allow unmonitored entrance.

8.2.b Visitor admittance to the building requires resident or staff approval and response through use of the telephone entry system.

8.2.c Solicitors are not allowed in the building. Do not hesitate to query an unrecognized person in the garage or building.

8.2.d Strangers loitering in or near the building are to be reported to the Community Manager during office hours and to the police after hours. **Call 911** if illegal activity is occurring or appears imminent.

8.2.e Fob use is intended for residents of the facility only (not residents' families, guests, domestic help, etc.). In a special case that a fob has been provided to a non-resident, the non-resident's personal information must be on file in the management office and updated annually. That information shall include the need for the non-resident to have a fob. Failure to account for and update a fob's information will result in its deactivation. Non-resident use of a fob is limited to access through the front security door. A lost key fob must be reported to the management office without delay so that the fob can be deactivated. All costs related to lost fobs shall be borne by the resident, including replacement cost.

## **Section 9 Emergencies**

### **9.1 Medical and Police Emergencies**

9.1.a In an emergency **Dial 911**. Report the address, unit number and type of emergency. Stay on the line and wait for instructions.

9.1.b If possible, send someone to the main door to direct the emergency responders to the location of the emergency. Emergency responders have access to the building and the units.

9.1.c An automatic external defibrillator (AED) is available at the first level's south elevator (across from the library). If possible, the AED should be brought to the scene by other than the person attending a victim. The victim should not be left unattended.

### **9.2 Severe Weather**

9.2.a During unstable weather, keep a network television or radio turned on to monitor severe weather reports. Close all blinds and stay away from windows and outside entrances. Have a battery-powered radio and flashlight available, not candles.

9.2.b If instructed by the National Weather Service or sirens to take shelter, do so immediately. The garage near the car wash bay and Virtual Golf center offer good protection. Do not use the elevator in severe weather situations unless unavoidable.

9.2.c If garage access is not possible, go to an interior corridor away from outside entrances and windows preferably on the lower level of the building or go to an interior bathroom without windows and close the door.

9.2.d If caught outside during a tornado, lie in the nearest depression, ditch or ravine.

## **Section 10**

### **Association Operating Expenses, Fees, Special Assessments**

#### **10.1 Operating Expenses (Budget) and Fees**

10.1.a An operating budget is developed in collaboration with the Community Manager and Management Agent and approved annually by the Association's Board of Directors. Determination of an annual per unit assessment for common expenses (and resulting monthly per unit Association fees) will be announced at least 30 days prior to the beginning of the Association's fiscal year (January 1-December 31).

10.1.b Association fees for common expenses are payable monthly and are due on or before the first day of the month. Association fees are to be mailed to the Management Agent if not on automatic payment. The facility's management office will not accept or forward monthly fees.

#### **10.2 Special Assessments**

Special assessments may be levied and payable as determined by the Board subject to the Declaration's limitations.

## **Section 11**

### **Late Fees, Fines, and Sanctions**

#### **11.1 Late Fees**

Past due monthly payments and late special assessment payments may be subject to late fees, interest fees and collection charges.

#### **11.2 Fines and Sanctions**

11.2.a The MCIOA grants the Board authority to "impose charges for late payment of assessments and, after notice and opportunity to be heard, to levy reasonable fines for violations of the Declaration, By-laws and Rules and Regulations of the Association."

11.2.b The Association's residents are subject to sanctions and fines for actions contrary to the Rules and Regulations and the Governing Documents of the Association. Sanctions and fines are in addition to, not substitutes for, any rights or remedies which the Association otherwise has under law or under the Declaration. *(See Addendum 001.2014; Penalties/Fines for Violations of the Rules and Regulations)*

11.2.c Prior to the imposition of any of the remedies authorized by the Declaration, the Board shall, upon written request of the offender, grant the offender an opportunity for a fair and equitable hearing as contemplated by the MCIOA. *(See Addendum 001.2014; Penalties/Fines for Violation of the Rules and Regulations)*

**Section 12**  
**Complaints**

**12.1 Complaints**

A complaint against a resident must be submitted in writing to the Community Manager or Management Agent, or to the Board if the complaint is against the Management agent or the facility's staff. It must contain a description of the violation(s), its/their date(s), what the complainant has done (if anything) toward resolving the issue and the alleged offender's responses. The complaint must be signed by the Complainant. Assistance in resolving the issue and/or in filing a complaint is available from the Community Manager, the Management Agent and the Board of Directors.

A properly submitted complaint will be forwarded to the Association's Board of Directors. A written response is required within 30 days.

**THE CREEK CONDOMINIUM ASSOCIATION  
PENALTIES/FINES FOR VIOLATIONS  
OF THE RULES AND REGULATIONS**

**1. ADOPTION OF THESE POLICIES AND PROCEDURES**

These policies and procedures were adopted by the Board of Directors (the "Board") of The Creek Condominium Homeowner's Association (the "Association") on July 16, 2014, are established pursuant to Sections 5.16 and 12.2.4 of the Association's Declaration (the "Declaration"), and are made part of the rules and regulations (the "Rules and Regulations") of the Association.

**2. REPORTING OF VIOLATIONS**

Owners and other residents should make every reasonable effort to resolve differences between them, even if the basis of the differences is a violation of the Rules and Regulations. However, an owner or other resident of The Creek Condominium (the "Condominium") may deliver to a member of the Board or to the manager of the Association (the "Manager") a written complaint explaining the violation of the Declaration, Bylaws, and Rules and Regulations (the "Rules and Regulations"), stating the date and time of the violation, and providing the name or a description of the person who allegedly committed the violation. The violation will then be investigated by the Board or the Manager.

**3. FINES FOR VIOLATIONS**

Under the Bylaws and Minnesota Statutes Chapter 515B, as amended, known as the Minnesota Common Interest Ownership Act (the "Act"), the Board has the authority to impose reasonable fines for violations of the Rules and Regulations. The notices and lines set forth below for violations of the Rules and Regulations will be administered for those violations that pose no immediate risk to the health, safety or welfare of the residents of the Condominium or to any portion of the Condominium. The Board reserves the right to take more stringent action when a violation of the Rules and Regulations is deemed to present an immediate hazard to the health, safety, or welfare of the residents of the Condominium or to a portion of the Condominium. In addition, the Board reserves the right to pursue any other actions or remedies that are authorized by the Declaration of the Condominium, as amended and/or supplemented (collectively the "Declaration"), the Bylaws, and any relevant Minnesota laws.

The following guidelines will be followed by the Board or the Manager in the event of a violation of the Rules and Regulations:

- A. **First violation:** A written warning is sent to the owner of the unit (the "Owner") in which the violator (who may or may not be the owner) is residing or visiting (the "Violation Letter").
- B. **Non-compliance with the Violation Letter within 30 days from the date of Violation Letter:** \$25.00 fine

- C. **Second violation of the same Rule and Regulation set forth in the Violation Letter within 12 months from the date of Violation Letter:** \$50.00 fine (in addition to the time set forth in item b, above).
- D. **Third violation of the same Rule and Regulation set forth in the Violation Letter within 12 months from the date of the Violation Letter:**\$75.00 fine (in addition to the fines set forth in items b and c, above).
- E. **Fourth or subsequent violation of the same Rule and Regulation set forth in the Violation Letter within 12 months from the date of the Violation Letter:** \$100.00 fine for each such additional violation (in addition to the fines set forth in items b, c, and d, above).
- F. **Unauthorized use of a garage stall under the Declaration, Laws, and Rules and Regulations:** the car may be towed and the car owner responsible for the cost of towing. If the car owner is a unit owner, there is a \$100 fine. A \$100 fine also to the unit owner whose guest or occupant violated the garage stall Rules and Regulations.

All fines shall be due and payable to the Association within 14 (fourteen) days following the date that the fines are imposed. At the Board's discretion, the amount of the fines set forth above may be changed for one or more than one particular violation, given the circumstances surrounding the violation, whether the violator has a history of violations, or other relevant information.

**CONTINUING VIOLATION**

In the case of a continuing violation of a Rule and Regulation beyond the date when a fine is imposed under Section 3.b, above, a fine of \$5.00 may, at the Board's discretion be imposed for each day the violation continues.

**NOTICE OF A VIOLATION AND THE OPPORTUNITY TO BE HEARD**

In the case of the imposition of any fines for violations of the Rules and Regulations, the Board shall, upon written request of the Owner, grant to the Owner a hearing on the violation. The procedures for informing the Owner of a right to a hearing, the Owner's request for a hearing, and of the hearing itself, shall be as follows:

The Owner shall be given written notice of the nature of the violation and the right to a hearing, and at least five days within which to request a hearing in writing. The hearing shall be before the Board or, at the discretion of the Board, a committee appointed by the Board and that is made up of at least five disinterested owners (some or all of the members of the committee may, at the Board's discretion, be members of the Board). The written request shall be mailed or hand delivered by the Owner to the office of the Community Manager (for purposes of these procedures, the receipt by the office of the Community Manager of the written request shall be deemed to be received by the Board).

The hearing shall be scheduled by the Board and held within 30 days of receipt by the Board of the Owner's written hearing request, and with at least 10 days prior written notice to the Owner.

If the Owner fails to request, or to appear at, the hearing, then the right to a hearing shall be deemed waived by the owner and the Board may impose the applicable fines and take all other action as

it deems appropriate.

Hearings shall be conducted in a fair and equitable manner. The decision of the Board/committee, and the rules for the conduct of hearings established by the Board/committee, shall be formal and binding on all parties. The decision of the Board/committee shall be delivered in writing to the Owner within 10 days following the hearing, if not delivered to the Owner at the hearing. The Board shall determine by a preponderance of the evidence and by a majority of the five members of the Board/committee.

Attendance at the hearing will be limited to the following persons: members of the Board/committee, agents of the Association, the complainant (if any), the Owner, and any other persons who may have relevant evidence or testimony to offer. A person attending the hearing may elect to be represented by legal counsel. A Board member who has direct involvement in the alleged violation shall excuse himself or herself from the hearing process.

Any fines to be imposed by the Association may, at the discretion of the Board/committee, be retroactive to the date of the violation. No notice to the Owner of a right to a hearing need be given before the imposition of fines for a continuing violation.

The time frames set forth above may be extended or reduced upon mutual agreement between the Owner and the Board/committee. If the violation has created an emergency situation, a shorter notice period may be used.

Violations impacting the safety of the building (e.g. failings to wait for the garage door to close when entering or exiting the garage) will incur fines for second and subsequent violations, as delineated in Section 3 a-e, of \$50, \$100, \$200 and \$400.

#### **PERSONAL LIABILITY FOR FINES / LEVY OF FINES AS ASSESSMENTS**

Pursuant to the Act, each fine imposed by the Association against the Owner shall be the Owner's personal obligation and shall be a lien against the Owner's unit. The lien shall attach to the unit as of the date the fine is imposed, but shall not be final until (i) the fine is affirmed in writing following the hearing referred to above (if applicable) or (ii) after the expiration of the time period within which the Owner could request a hearing but failed to do so (if applicable).

#### **ATTORNEY'S FEES AND COSTS**

Pursuant to the Act, the attorney's fees and costs incurred by the Association in connection with the enforcement of the Rules and Regulations against the Owner may be assessed against the Owner's unit. In addition, those attorney's fees and costs are the personal liability of the Owner. A lien against a unit for fines and related charges, fees, and costs may be foreclosed in the same manner as a lien against a unit for other unpaid assessments, as provided by Minnesota law.

**Sun Screens and Privacy Screens**

Unit owners in The Creek Homeowners Association may install, or have installed sun screens (blinds, shades, etc.) and/or privacy screens on their balcony or balconies at their expense provided the following conditions are met.

For purposes of clarity, the term sun screen shall encompass blinds, shades and such other terms as may be used to describe the process of shielding a balcony/porch from the sunlight. Privacy screens are for the sole purpose of shielding a balcony/porch from view. The term blinds will be used to refer to both sun screens and privacy screens.

**Installation of Blinds -**

1. Blinds may be installed on screened-in balconies/porches only.
2. Approval of the Board of Directors shall be obtained prior to beginning the installation of blinds.
  - a. The request for approval must specifically detail the manner in which the blinds will be attached and secured, and
  - b. the type of material to be used, and
  - c. the color of the material to be used.
3. Sun screens shall be dull or flat black, or charcoal gray, in color so as to blend into the coloring of the existing screens.
4. Designs or patterns will not be allowed.
5. Blinds are to be installed horizontally on a roller, so that they may be securely stowed at the top of the balcony/porch when not in use.
  - a. There will be a track, or other guide, on each side of the blinds into which the blinds will attach so as to be secure.
  - b. Blinds shall be weighted or latched at the bottom so as not to flap in the wind.
  - c. A hand crank will be permitted to raise and lower the blind.
  - d. Electrically operated blinds will not be permitted.

**Non-occupant Use of an Owner's Licensed Garage Stall**

1. As stated in the Declaration's Section 3.3.5, "Owners may rent or allow use of their licensed Stall to or by other Owners or Occupants". This use according to the Declaration requires advance written notice to the Association (represented by Creekside's Community Manager). The Declaration also writes in Section 7.7 that "The garage shall be used for parking of vehicles owned or leased by Owners and Occupants and such other incidental uses as may be authorized in this Declaration or by the Association."
2. Use of a garage stall by a non-occupant's vehicle may be permitted under the following conditions:
  - A unit owner must advance register a user of his/her licensed stall with The Creek's (Creekside's) Community Manager. A non-occupant user must be his/her guest, and not another owner who has made his/her stall available to a guest. The Community Manager is to be notified of each occupant and non-occupant use of the stall unless another arrangement has been made.
  - Information on a registered (authorized) user must include name, age >21 years, contact information, vehicle identification, insurance, license # & state, and a signed release of liability.
  - Registrant (non-occupant) must sign that they have read and agreed to garage's use conditions including security measures. S/he must adhere to the facility's use and security measures, disregard of which will result in cancellation of the vehicle's authorization to use the garage.
  - Licensed stall owner (or unit's lessee) must cosign registration. A leased unit's owner must also cosign the registration.
3. Licensed stall owner is responsible for authorized non-occupant's access and use of the garage. Damage caused by a non-occupant's vehicle shall be the responsibility of The Creek unit's owner.
4. Non-occupants may use only a Creekside fob to open and close garage doors. Other radio transmission devices of any kind such as Homelink, smart phones, Ipads, Ipods, laptop computers, drones, etc. may not be used by non-occupants to open and close garage doors. Disregard of this provision will result in cancellation of the vehicle's authorization to use the garage.
5. The car wash is not available to non-occupant vehicles. Disregard of this condition will result in cancellation of the vehicle's authorization to use the garage.
6. A unit owner or lessee may not rent or lease a stall in order to have one available for non- occupant use. Neither may a unit owner/lessee charge rent to a non-occupant for use of his/her licensed stall.
7. A non-occupant authorized to use a garage stall may be temporarily assigned a fob during a unit owner's/lessee's absence if only one fob has been issued to that unit's single occupant. In no other case will an additional fob be issued for access to the garage.
8. A non-authorized vehicle in a garage stall is subject to fine and towing.
9. In an instance that a lessee's stall is available, this policy may cover that circumstance.
10. Creekside's Community Manager has the right to deny registration and authorization for a non- occupant vehicle's use of a garage stall.

### **FIRE EVACUATION PROCEDURE**

The Creek's fire suppression system (sprinkler system) covers the building corner-to corner including the mechanical (HVAC) closets and garage. The system is monitored 24 hours a day by a central monitoring service which watches the status of the common areas' smoke detectors, the fire sprinkler system and manual pull stations. A building wide central alarm sounds if any of these are activated. Activation of the building's central alarm triggers an automatic call to Edina's fire department. All fire doors in corridors close automatically if the building's fire alarm system is activated. Fire doors are to remain closed until an all clear is announced.

#### **DURING A GENERAL ALARM, FOLLOW THESE PROCEDURES:**

Because of the Creek's extensive sprinkler system, if no hint of fire (smoke, smell, hurried voices, warnings) exists, residents may choose to stay in their units in response to a fire alarm unless advised to evacuate by firefighters on the scene. According to the Edina's Fire Chief, however, it is never wrong to get out of the building. In either case it is critical to know your route of evacuation. If you choose to leave your unit, do not use an elevator. Use only stairways. (Note: Gathering in the lobby is acceptable to Edina's Fire Chief if there are no apparent signs of a fire.)

#### **Residences that need to utilize the North stairwell:**

106, 107, 108, 109, 110, 111, 112, 113, 114  
206, 207, 208, 209, 210, 211, 212, 213, 214  
306, 307, 308, 309, 310, 311, 312, 313, 314  
406, 407, 408, 409, 410, 411, 412, 413, 414

#### **Residences that need to utilize the West stairwell:**

103, 104, 105, 115, 116, 117, 118, 119, 120, 121  
202, 203, 204, 205, 215, 216, 218, 219, 220  
302, 303, 304, 205, 315, 316, 317, 318, 319, 320  
402, 403, 404, 405, 415, 416, 417, 418, 419, 420

#### **Residences that need to utilize the East stairwell (Caterer's Entrance Door):**

201, 221, 229, 230, 231, 232, 233, 234  
301, 321, 329, 330, 331, 332, 333, 334  
401, 421, 429, 430, 431, 432, 433, 434

#### **Residences that need to utilize the South stairwell:**

122, 123, 124, 125, 126, 127, 128  
222, 223, 224, 225, 226, 227, 228  
322, 323, 324, 325, 326, 327, 328  
422, 423, 424, 425, 427, 428

## **COMMON AREAS:**

Fireside Room: Utilize the East doors in this room

Pool/Spa/Sauna: Utilize the North door and East door in this room

Fitness Center: Utilize the North door in this room

Library/Art Studio/Creekside Lounge: Utilize the door in the Creekside Lounge

Business Center/Conference Room/Office: Utilize the Lobby's door

## **REMINDERS:**

1. WHEN THE ALARM IS ACTIVATED, THE ELEVATORS WILL AUTOMATICALLY GO TO THE 1<sup>st</sup> FLOOR AND BECOME INOPERABLE.
2. DO NOT LOCK YOUR RESIDENCE WHEN EXITING YOUR HOME. IT WILL BE EASIER FOR THE FIRE DEPT. TO CHECK YOUR HOME TO MAKE SURE THAT EVERYONE HAS GOTTEN TO SAFETY.
3. IF YOU REQUIRE WHEELCHAIR OR WALKER ASSISTANCE, PLEASE REMAIN IN YOUR HOME UNTIL THE FIRE DEPARTMENT ASSISTS YOU OUT OF THE BUILDING. THERE IS AN UPDATED LIST THAT IS KEPT IN THE FIRE DEPARTMENT'S KEY BOX.