

# Table of Contents

<b>Section 1</b>	<b>Rules &amp; Regulations</b>	1
	1.1 Architectural	1
	1.2 Balconies	2
	1.3 Unit Entries	3
	1.4 Donations	3
	1.5 Guests	3
	1.6 Moving	4
	1.7 Noise and Disturbances	4
	1.8 Notices	5
	1.9 Parking Garage and Surface Parking	5
	1.10 Pets	7
	1.11 Refuse Disposal and Recycling	8
	1.12 Right of Access	8
	1.13 Rules of Common Area	9
<b>Section 2</b>	<b>Rules for Specific Common Areas</b>	9
	2.1 Business Center	9
	2.2 Conference Room	9
	2.3 Creative Arts	9
	2.4 Fitness Center	10
	2.5 Players Club	10
	2.6 Garden Center/Solarium	10
	2.7 Library	11
	2.8 Workshop	11
<b>Section 3</b>	<b>Reservation Policies</b>	11
	3.1 Ridge Room	11
	3.2 Guest Suites	11
<b>Section 4</b>	<b>Unit Rules of Occupancy</b>	11
<b>Section 5</b>	<b>Sale or Transfer of Property/Disclosure</b>	13
<b>Section 6</b>	<b>Storage Rooms</b>	14
<b>Section 7</b>	<b>Leasing</b>	14
<b>Section 8</b>	<b>Enforcement Policy</b>	15
	8.1 Safety and Well-Being Policy	15
	8.2 Complaints	16
	8.3 Violations and Fines	16
	8.4 Hearings	17
<b>Section 9</b>	<b>Property Management</b>	17
	9.1 Board of Directors	17
	9.2 Committees	17
	9.3 Courtesy	18
	9.4 Directors and Officers	18
<b>Section 10</b>	<b>Elections</b>	19
	10.1 Eligibility	19
	10.2 Nominations	19

	10.3	Nominating Committee	19
	10.4	Owners	20
	10.5	Voting	20
<b>Section 11</b>		<b>Meetings of the Board of Directors</b>	20
	11.1	Owner/Resident Participation	20
	11.2	Regular Board of Director Meetings	21
	11.3	Special Board Meetings	22
	11.4	Emergency Board Meetings	22
	11.5	Quorum	22
	11.6	Records	22
<b>Section 12</b>		<b>Financial Information</b>	22
	12.1	Budget	22
	12.2	Summary of Financial Report	23
	12.3	Financial Review	23
	12.4	Monthly Fees	23
	12.5	Late Payment Policy	23
	12.6	Payments	24
	12.7	Replacement and Operating Reserves	24
<b>Section 13</b>		<b>Insurance</b>	24
	13.1	Master Policy	24
	13.2	Deductible	25
	13.3	Errors and Omissions	25
	13.4	Owner's Policy	25
	13.5	Renter's Policy	26
<b>Section 14</b>		<b>Owner Meetings</b>	26
	14.1	Annual Meeting of Owners	26
	14.2	Special Meetings of Owners	27
	14.3	Quorum	27
	14.4	Voting	27
<b>Section 15</b>		<b>Management Office</b>	27
<b>Section 16</b>		<b>Property Manager/Administrator</b>	27
<b>Section 17</b>		<b>Amenities, Facilities and Service</b>	28
	17.1	Car Wash	27
	17.2	Carts, Dollies, Sports Lockers and Bicycle Racks	28
	17.3	Deliveries	28
	17.4	Elevators	28
	17.5	Newspapers	29
	17.6	General Information	29
<b>Section 18</b>		<b>Security</b>	29
	18.1	Door Access System	29
	18.2	Garage Door and Opener	30
	18.3	Keys and Fobs	30
	18.4	Safety	31
<b>Section 19</b>		<b>Your Unit</b>	31
	19.1	Electrical Circuit Breakers	31
	19.2	Heating and Air Conditioning	32

	19.3	Television	32
	19.4	Utilities	32
	19.5	While You're Away	32
	19.6	Window Coverings	33
<b>Section 20</b>		<b>Emergency Information</b>	33
	20.1	Alarm	33
	20.2	Emergency Information Form	33
	20.3	Fire Instruction/Safety Equipment	34
	20.4	Power Outage	34
	20.5	Smoke and Heat Detectors	34
	20.6	Sprinkler System	35
	20.7	Tornado or Storm Warning	35
	20.8	Emergency Evacuation Plan	35
		<b>Resolution</b>	35
<b>Section 21</b>		<b>Supplemental Policies</b>	
		Alcohol Consumption Release and Waiver	
		Antenna and Satellite Dish Installation Rules	
		Deposit Request Form	
		55 Year Age Restriction Policy	
		Fitness Center Waiver	
		Guest Suite Policy & Information	
		Key Check Out	
		Key and Fob Form	
		Key and Fob Policy	
		Preventative Maintenance Plan	
		Reimbursement Request Form	
		Repair/Replacement Responsibility Policy	
		Replacement and Operating Reserve Policy	
		Resident Information	
		Ridge Room Policy	
		Service/Companion Animal Policy	
		Spending Policy	



The Member Guide (Rules and Regulations) is intended to provide a quick reference as well as a more in-depth explanation of the governing documents of Medina Ridge Condominiums. Should there be conflicts with the Governing Documents and/or Federal and/or State laws, the Governing Documents and/or Federal and/or State laws will supersede the contents of the Member Guide.

## **Section 1 - Rules and Regulation**

Owners/Residents of the Medina Ridge Condominiums shall abide by and assist in the enforcement of all Rules and Regulations. They were not arbitrarily established nor were they created to work a hardship on anyone. They have been developed from the actual operating experiences of other associations and condominiums, the National Association of Housing Associations, the Community Associations Institute, Minnesota Multi-Housing Association, and the Institute of Real Estate Management. With mutual respect and cooperation, we will all enjoy the many benefits of 55 plus condominium living to the fullest. From this point forward Medina Ridge Condominiums will be referred to as MRC, The Property Manager will be referred to as PM and Board of Directors will be referred to as BOD.

### **1.1 Architectural**

See Section 8 of the Declaration. An owner shall submit an “Architectural Improvement Application and Review Form” and shall not, without prior written approval of the Board, undertake any construction work in any portion of the common areas (including, but not limited to, the limited common areas). If any such construction work is undertaken by a Resident of a unit who is not an Owner of that unit, that construction work shall be deemed to be undertaken by that Owner.

1. Units: An Owner shall not, without the prior written approval of the Board, undertake any construction work (i) in that Owner’s unit which will affect the structural support of the building in which that unit is located, (ii) in that Owner’s unit which will affect the utility services that service other units within that building, or (iii) that will occur or take place (wholly or partially) in any portion of the common areas. If any such construction work is undertaken by a person or entity other than the Owner of that unit, the work shall be deemed to be undertaken by that Owner.

Prior to the undertaking of any such construction work, the Owner of the unit must present to the Board detailed written drawings of the proposed construction work, explicit written specifications for the proposed construction work, and all other documentation that may be required by the Board to allow it to make a determination that the construction work will comply with these provisions. The Board will have sixty (60) days after receiving all of said construction documents. Approval or denial shall be in writing. If the Board approves, the Owner, prior to undertaking the construction work, must submit to the Board (i) all permits required by, and issued by, the City of Medina, Hennepin County and the State of Minnesota for all portions of the construction work requiring such permits; (ii) the name, address, telephone number, and Minnesota license number of each person or entity performing the construction work; and (iii) the certificate of insurance issued for each such person or entity.

- **Examples of Construction Work Requiring Prior Approval by the Board:** The following is a non-exhaustive list of examples of construction work that must be approved by the Board prior to the Owner undertaking the construction work: electrical, plumbing, heating, cooling, and ventilation work that extends beyond the boundaries of the unit. The Board must pre-approve (which approval may be withheld for any reason) any use of common area utilities for construction work in a unit. In the event the Association approves such utility usage, the Association may charge the Owner for that usage. All construction work undertaken by an Owner shall be at that Owner's expense.
  - **Replacement of Floor Coverings:** Owners must notify the PM/Office when replacing floor coverings in units.
  - Owner/Resident/Vendor is responsible for clean-up from projects and/or deliveries.
  - Old floor coverings, appliances, cartons and any other debris MUST NOT be disposed of on-site.
2. Alterations or additions to any of the common elements shall not be made without prior written approval of the Board of Directors.
  3. To maintain continuity on the outside of the windows, draperies, curtains, or blinds must have a white, beige, or neutral lining.

## **1.2 Balconies**

1. Only furniture designed for outdoor use is permitted on balconies. The furniture should be of sufficient weight so it cannot be easily dislodged.
2. Balconies must not be used for storage and must be kept clean and free of unsightly items.
3. Plants are permitted on balconies as long as water and other liquids, dirt or debris does not soil balconies below.
4. Hanging plants, chimes or other objects are to be approved by the BOD before being attached to the balcony.
5. Hanging or drying clothes on balcony is not permitted.
6. American flags may be displayed in an appropriate fashion.
7. Only electric grills are permitted.
8. Pets must not be left unattended on a balcony.

9. Seasonal lights and decorations are permitted on balcony railings so long as there is no structural damage or alterations. Do not display before Thanksgiving and remove them by January 31.
10. Loose carpeting or rugs on balcony decks are permitted but must be removed November-April.
11. Installation of white, beige, neutral, or natural bamboo blinds will be permitted.
12. With BOD approval, an under deck or ceiling collection system may be considered to eliminate liquids from balconies above coming down on their balcony. It must utilize a drain system to remove any spillage.
13. Any other proposed modifications must be approved by the BOD prior to a modification.

### **1.3 Unit Entries**

1. Decorative items such as plants, furniture, and pictures will be allowed in the entries of the units as long as they do not obstruct the entrance or protrude into the hallway.
2. Decorations on entry doors are allowed, as long as the means of attachment does not damage the finish on doors, entry panels, moldings or walls

### **1.4 Donations**

1. The appropriate committee will accept or reject donations within its individual guidelines.
2. Items will be accepted only if they are in good condition and considered beneficial by the appropriate committee.
3. Donations accepted by the Association are available for use by all Residents. Once accepted, the Ownership is irrevocably transferred to the Association.
4. Puzzles, VCR tapes, CDs, DVDs, book, and magazine donations do not require approval and may be placed in the donation area of the Creative Arts room or Library.
5. Money may be donated by Owners/Residents to purchase specific items to benefit the Association. Such items must have prior approval by the BOD.
6. Gifts to the MRC are not tax-deductible.

### **1.5 Guests**

1. Owners/Residents may have guests as long as they conduct themselves in a quiet and orderly manner and do not unreasonably disturb other Residents. It is an Owner/Resident's

responsibility to inform guests of the Rules and Regulations of the Association and see that they abide by them.

2. An Owner/Resident or responsible adult should accompany Guest(s) under 18 years of age in all common areas. Owners/Residents shall be responsible for violations or damage caused by their guest(s).
3. In the absence of an Owner/Resident, guests are permitted to occupy an Owner/Resident's unit for a maximum of two (2) weeks (see Declaration, Section 7, 7.21) and the PM/Office must be advised. As a courtesy, please inform your neighbors as well.

### **1.6 Moving**

1. Contact the PM/Office to schedule a move-in, move-out, or move within the building. Schedule moves as far in advance as possible.
2. With prior notification, moves are permitted every day, during the hours of 8:00am to 10:00pm.
3. All items must be brought in through the garage, not the front door.
4. Moving in or out of a multi-family building requires care to prevent damage to the property. Please report any damages from the move to the office immediately. Once the move is complete it is you and/or your mover's responsibility to ensure that clean up from the move is taken care of and common areas are inspected for damage.
5. Residents are responsible and shall oversee all aspects of the move. Security of garage doors and doors to elevator must be attended during the move.
6. Blocking electronic eyes or holding the elevator door open for an extended period will damage the elevator. To hold the elevator on a floor, always use the "Door Hold" button.
7. Before the day of a scheduled move, building personnel will install elevator protective pads.
8. Grocery carts and dollies are available to Owners/Residents and are located near the garage elevator vestibules. Promptly return after use.
9. Boxes and moving materials must either be removed from the property or placed in the appropriate container in the garage. All cardboard boxes **MUST BE FLATTENED** and disposed of in the garage trash room in the container for recyclables.

### **1.7 Noise and Disturbances**

1. Owners/Residents are responsible for the actions of their Guest, Guest's pets, and agents to assure they do not disturb other Residents. Violations should be reported to the PM/Office who will pass it on to the Board for action, if necessary.



2. Noxious and/or offensive activities that may be or become an annoyance to other Owners/Residents are not permitted in units or common areas. Owners/Residents shall not create nor allow noise that may disturb others.

### **1.8 Notices**

1. Official notices are distributed to Owners/Residents using the individual cubby boxes, U.S. mail or e-mail. For Owners/Residents who are out-of-town for extended periods, the notices are mailed/e-mailed.
2. The official location for notices of the Association is the bulletin board by mailboxes. Notices of activities may also be posted on the bulletin Board near the mailboxes.
3. Residents may post personal notices, items for sale, etc on the small board next to the mail boxes and in the Business Center. Limit posting time to thirty (30) days. Such notices must contain Resident's name, unit # and date of posting and removal date.
4. The large bulletin Board in the Business Center is strictly for MRC affairs and business.
5. Political and religious material shall not be posted in or on the building or grounds.
6. Bulletin boards for the posting of information are located in the Business Center and on the wall in the mail area
7. Notices of events of a public nature (city, school, church, community, etc.) may be posted on boards not restricted to MRC business. The member must remove these notices after the date for the event has passed. Notices of on-going events may be left indefinitely.
8. Business advertising material may be posted only in areas so designated.

### **1.9 Parking Garage and Surface Parking**

Parking spaces are considered limited common elements, owned by the Association and assigned to Owners/Residents.

1. Garage stalls are designated by deed to specific units. No Owner/Resident may have more than two spaces unless additional space(s) are leased from another Owner/Resident. The PM must receive notice of arrangement. Parking in another Owner/Resident's stall without permission may result in vehicle removal at vehicle Owner's expense.
2. If an Owner/Resident does not wish to use their assigned stall(s), the Owner/Resident may lease it to another Owner/Resident. Rental, or use, of parking stalls to/by anyone other than an Owner/Resident of the MRC requires Board approval.

3. Owner/Resident must inform the PM/Office of each vehicle's make, model and license number of each vehicle parked in their assigned space(s).
4. No vehicle should be left unattended by the garage elevator lobbies.
5. No vehicle should be left running once parked in any area of the garage or at the garage elevator lobbies for more than 30 seconds.
6. Surface parking is available for MRC guests.
7. Owners/Residents are responsible for informing their guests or service and delivery personnel of parking regulations. Vehicles not owned by Owners/Residents that are in spaces not allocated to Owners/Residents will have to be moved or towed. Vehicles owned by relatives of Owners/Residents MUST be parked in a space allocated to the relative or Owner/Resident.
8. The use of floor tire bumpers is permitted. They must be removed from the floor on garage floor cleaning days.
9. Garage Storage shall be limited to the following unless approved by the Board: A. Vehicles used for transportation. B. Storage lockers similar to existing. C. Temporary Storage of items, e.g. grocery carts, walkers, wheelchairs, scooters, powered chairs and bike carriers.
10. Driving speed shall not exceed 5 MPH in the garage and 15 MPH through the parking lot.
11. As a matter of safety, turn headlights on when driving in the garage.
12. Changing oil or mechanical repairs are not permitted anywhere on the property.
13. Vehicles must not negatively affect the property. Damaged, non-operating, or unsightly vehicles may not be stored on the property. Damage to asphalt or concrete caused by leaking oil, transmission fluid or antifreeze, etc., will be repaired at the Owner/Resident's expense.
14. Vehicles must be in operating condition. In case of an emergency or required building maintenance, the Office must know the NAME OF A DESIGNATED INDIVIDUAL WITH A KEY TO MOVE A VEHICLE. If necessary, vehicles will be removed at the Resident's expense.
15. During snow months, Residents and guests are responsible for moving vehicles in a timely manner to accommodate snow removal equipment.
16. The PM/Office may have vehicles parked in an unauthorized place towed without notice. Vehicles will be impounded and stored by an authorized towing service.

## **1.10 Pets**

1. Owners/Residents are permitted to have domestic pets such as dogs, cats, birds, or fish.
2. Owners/Residents are permitted to have one dog or two cats, or one dog and one cat.
3. Residents must complete a pet request form and receive written approval from the PM prior to bringing a dog or cat into MRC. Owner/Resident must provide proof of vaccination and weight from a veterinarian prior to moving in. Proof of vaccination must be provided annually no later than January 31 of each year.
4. A dog or cat must not exceed 20 pounds at full maturity. If a dog or cat exceeds 20 pounds, the pet privilege may be revoked.
5. Pets must be carried or placed in a carrier in all common areas of the building, including the corridors, stairwells, elevators. During inclement weather, dogs are permitted to walk and exercise in the garage provided they are leashed with a 4-5 foot leash. Dogs must constantly be under the owner's control. If an accident should occur while in the garage, refuse must be picked up and the affected area cleaned. Pets are not allowed in eating areas (Ridge Room and Kitchen) or in the Fitness Center and the lobby.
6. Pets are subject to City of Medina Pet Ordinances and shall be registered and inoculated as required by law.
7. Pet Owners are required to immediately remove excrement from the grounds and dispose of it in sealed plastic bags. Bags must be deposited directly into trash containers located in the garage and not thrown down trash chutes. Kitty litter must be disposed of in the same way.
8. Unattended pets shall not be kept or restrained on balconies or common areas.
9. A pet must be maintained in a clean condition and not permitted to habitually bark, cry, or behave as to annoy or endanger the safety of other Residents, or become a nuisance.
10. Pet Owners are responsible for any damage to property or grounds caused by their pets, including sod and shrubbery replacement.
11. This pet policy also applies to a guest pet. Owners/Residents must inform owners of a guest pet about MRC rules that also would apply to guest pets. Proof of weight and vaccinations of guest pet must be on file in the office.
12. Owners/Residents who keep a pet in their units assume all liability for actions by the pet. Pet Owners expressly indemnify and hold harmless MRC and/or any Management Company against any loss or liability arising from a pet.

13. Owners/Residents should report violations of the Pet Policy to the Office, who will refer it to the Board who at their discretion may prohibit the continuance of a pet privilege. Upon revocation of a pet privilege, the Owner/Resident must remove the pet from the property within seven (7) days of receiving written notice from the PM.
14. MRC will abide by all federal and state laws in regard to service/companion animals.

### **1.11 Refuse Disposal and Recycling**

1. Trash chutes are located on every floor. All refuse must be placed in tied or sealed plastic garbage bags, not plastic grocery bags, or paper bags, before placing in the chute. Make sure nothing spills on carpeting or floors as you bring refuse to the trash chute.
2. Trash Rooms are located in the garage. In the Trash Rooms there are large dumpsters, one for trash and one for recyclables. Cardboard boxes must be taken to Trash Rooms and BROKEN DOWN before placing them into the designated container. All items disposed of in the trash chute MUST be in a sealed plastic bag – NO PAPER BAGS OR RECYCLABLES. Bulky trash items that may plug the chute must be taken to the garage Trash Rooms and placed in the trash container. All recyclables must be taken to the garage Trash Room and placed in the dumpster for recyclables. NO PLASTIC BAGS are to be used for recyclables.
3. The Recycling Dumpster is located in the garage Trash Room. Recyclable items include paper, newspaper, magazines, cardboard, plastic bottles, glass bottles, and cans. Separate containers are furnished for recyclable batteries, and CFL and LED bulbs. Please rinse all bottles and cans before recycling.
4. Furniture, mattresses, electronic equipment and large items, etc., will not be taken by the regular trash collector and must be removed from the property at the Resident's expense. Please contact the PM/Office to arrange for pick-up, pricing and billing.
5. Refuse or other items should never be left in corridors or in trash chute rooms.
6. In accordance with State Law, no live Christmas trees, wreaths, swags, etc., or other Christmas greenery will be allowed inside our building.
7. Residents are responsible for appropriately disposing of all toxic waste materials such as paint, solvent, etc. These items must be dropped off a Hennepin County Recycling Center.
8. Do not drop any hot materials, such as ashes from cigarettes, down the chute until they are completely out and placed in a trash bag.

### **1.12 Right of Access**

1. The Association has the right of access to units for an emergency.

### **1.13 Rules of Common Area**

1. Smoking is prohibited in all common areas including lobbies, corridors, stairwells, community rooms, elevators, garages, public bathrooms, Guest Suites, and storage areas.
2. Owners/Residents shall not conduct any activity nor maintain any item on common property that is unlawful, hazardous, or may result in a rate increase or cancellation of any Association insurance policy.
3. Tampering with any common area electrical, mechanical or plumbing equipment, or TV cable, is prohibited.
4. Accidental or intentional damage to the building, equipment, furniture, or facilities caused by an Owner/Resident, guest, or agent during an Owner/Resident's private party shall be repaired or replaced at the Owner/Resident's expense. Additional cleaning services required due to actions of an Owner/Resident, guest or agent will be at the Owner/Resident's expense.
5. No Owner/Resident/Guest shall sleep or nap in any of the common areas.
6. Owners/Residents/Guests shall wear proper attire at all times in common areas.

## **Section 2 - Rules for Specific Common Areas**

### **2.1 Business Center**

Equipment in the Business Center is available for use by Owners/Residents and guests. All supplies in the Business Center are to be used in the center only and are not to be removed from the center for personal use. If for personal use, making more than 10 copies must be done in the PM/Office for a fee, no fee if it is for an MRC activity. Guests are not permitted to use the computer system unless accompanied by an Owner/Resident.

### **2.2 Conference Room**

1. Owners/Residents may reserve this room for organized activities. To do so, please contact the PM/Office.

### **2.3 Creative Arts**

1. Owners/Residents may reserve this room for organized activities. To do so, please contact the PM/Office.
2. Equipment and supplies in the Creative Arts Room are available to all Owners/Residents.
3. Limited space is available for storage; therefore, most craftwork must be stored in Owners/Residents unit.

## **2.4 Fitness Center**

1. All Owners/Residents and guests are required to sign a waiver prior to using. You can get a waiver in the Office or in the Fitness Center. Signed waivers are to be brought to the office.
2. MRC is not responsible for any damages or injuries sustained by an Owner/Resident or guest who uses this equipment.
3. Use of exercise equipment is at your own risk. Consult your physician before using any equipment. Read and observe all instructions.
4. After use, each machine must be thoroughly cleaned by the user.
5. Guests under 18 years old must be accompanied by an Owner/Resident or responsible adult to use the Fitness Center.
6. Personal radios, CD, and tape players are permitted in the Fitness Center if you are using them with earphones.
7. Pets are not permitted in the Fitness Center.
8. There is a phone located in the Fitness Center to use when needed. Please dial 911 if emergency help is needed.
9. See rules posted in the Fitness Center

## **2.5 Players Club**

1. Guests are not permitted to use the Players Club unless accompanied by an Owner/Resident.
2. Owners/Residents may reserve this room for organized activities by contacting the Office.
3. Guests must be at least ten (10) years of age to use the pool table and must be accompanied by an Owner/Resident
4. See rules posted in the Players Club

## **2.6 Garden Center/Solarium**

1. Residents may reserve this room for organized gardening activities by contacting the Office.
2. Repotting, wintering of plants and greenhouse facilities are available for Resident use. After use, please clean up the work area when your project is complete.

3. Plants brought to the Garden Center/Solarium must be healthy and free of insect infestation to prevent harming other plants in the room. The Garden Committee reserves the right to refuse to handle or to dispose of plants that they consider dangerous to other vegetation.

## **2.7 Library**

1. Owners/Residents may borrow books, VCR tapes, CDs, DVDs and magazines from the Library to enjoy at their leisure. Borrowed items are to be returned in a reasonable time. Periodicals should be returned within 2 weeks.

## **2.8 Workshop**

1. MRC is not responsible for any damages or injuries sustained by an Owner/Resident who uses equipment in the workshop.
2. Use of the Workshop is at your own risk. Consult your physician before using any equipment. Read and observe all posted instructions.
3. Owners/Residents who use any workshop tools must sign a waiver before using any workshop tools.
4. Only Owner/Resident Members of the Workshop Committee are issued keys. If any Owner/Resident wants access for a specific task, contact the Chairperson(s) of the Workshop Committee.
5. Because of liability concerns, only Owner/Resident Members are allowed to use power equipment.
6. Use the phone to dial 911 to call emergency help.
7. Equipment borrowed from the workshop is to be written on the sign-out sheet in the workshop and shall include resident name, unit # and date borrowed.

## **Section 3 - Reservation Policies**

### **3.1 Ridge Room – See Ridge Room Policy**

### **3.2 Guest Suites – See Guest Suite Policy**

## **Section 4 - Unit Rules of Occupancy**

1. Crime free multi-housing:
  - a. An Owner/Resident, any Residents of the Owner/Resident’s household, or a guest or other person under the Owner/Resident’s control, shall not engage in any illegal activity including, but not limited to, drug-related illegal activity, anywhere at MRC. “Drug-related illegal activity” means the illegal manufacture, sale, distribution, purchase, or use of , or possession with intent to manufacture, sell, distribute, or use, a controlled

substance (as defined in Section 1.02 of the federal controlled substance Act [21 U.S.C. 802])

- b. An Owner/Resident, any Resident of the Owner/Resident's household, or a guest or other person under the Owner/Resident's control, shall not permit a unit, garage, storage area(s), or any other part of the common areas to be used for, or to facilitate, illegal activity, including, but not limited to, drug-related illegal activity, regardless of whether or not the individual engaging in such activity is a Resident of the household.
- c. An Owner/Resident, any Resident of the Owner/Resident's household, or a guest or other person under the Owner/Resident's control, shall not engage in the manufacture, sale, or distribution of illegal drugs in any unit or in any portion of the common areas or limited common elements.
- d. An Owner/Resident, any Resident of the Owner/Resident's household, or a guest or other person under the Owner/Resident's control, shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other illegal act, that jeopardizes the health, safety, or welfare of any other Owner/Resident, any Resident of another Owner/Resident's household, or any guest or visitor of another Owner/Resident.

The Association maintains a policy of zero tolerance for any of the activities described above. If the Resident is a renter, the Owner of the unit must terminate the Resident's lease and evict the Resident.

Any violation of the above policy by any person residing in or visiting a unit (under a lease or otherwise) shall be a violation by the Owner of the unit. Notwithstanding anything to the contrary in these rules, the initial fine to be imposed by the Association for a violation of this policy shall be \$2,500.00, and the fine for any subsequent violation shall be \$5,000.00 for each such subsequent violation.

1. Unit occupancy shall not exceed two people per bedroom.
2. Owners/Residents, their immediate families, sub-tenants, and guests shall use units only for single-family Residential purposes.
3. Owners/Residents shall not conduct any activity nor maintain any item within their unit, which is unlawful, hazardous, or may result in a rate increase or cancellation of Association's insurance.
4. Owners/Residents are responsible for damage to units due to their actions, negligence, or failure to maintain.
5. Owners/Residents must never place anything into drains or toilets that will cause a blockage or overflow. Facial tissue, paper towels, dental floss, feminine hygiene articles, diapers, cotton swabs or balls, wipes, etc., must never be flushed down toilets.



6. Improvements or alterations within units that impair the structural integrity, electrical or mechanical systems or lessen the support of any portion of the building are prohibited.
7. Owners/Residents shall not operate machines, appliances, accessories, and equipment that could cause unreasonable disturbance to other Residents or overload the circuits.

## **Section 5 - Sale or Transfer of Property/Disclosure**

1. The PM/Office must be informed any time a unit is offered for sale. The PM/Office must also be informed of any other transfer of title, such as the transfer of title to the family of a Resident.
2. The Act (Minnesota Statutes Chapter 515B, known as the Minnesota Common Interest Ownership Act) (MCIOA) requires that the seller of a unit provide the prospective buyer of the unit with a Resale Disclosure Certificate, along with a complete set of the governing documents and the Association's Articles of Incorporation. The Association will provide that Resale Disclosure Certificate to the seller upon advance request, and upon payment of required document preparation fee ("disclosure fee").
3. The PM/Office must receive the following information once the closing is completed.
  - A copy of the warranty deed or the contract for deed,
  - The Certificate of Real Estate Value (CRV) as filed with the Assessor, and
  - The **Disclosure Certificate Receipt** signed by the buyer acknowledging that the buyer received the disclosure certificate and package.
  - a. Any amounts owed by the seller are paid either prior to, or at the closing.
  - b. No sale-related information will be provided by the PM/MRC to any party involved in the sale of a unit until the seller has requested the resale disclosure certificate.
  - c. Disclosure Certificates will be void 90 days after their date of issue. If an Owner is still attempting to sell his/her unit, a new Disclosure Certificate will be issued at no additional cost.
  - d. No signs advertising a unit for sale or lease will be permitted anywhere on MRC property that is in view from the exterior of the building or from any other portion of the common areas.
  - e. MRC does not permit an Open House when a unit is for sale. MRC does not permit large scale sale of items such as in estate sales, private sales or similar types of residential sales advertised to the general public. In-house sales to owners/residents of MRC are permitted.

- f. All lockboxes must be identified with the unit number and allowed only for the purpose of resale (not for rentals or storage of a spare key). Lockboxes are to be placed in an area as designated by the Office and are not allowed on any other part of the common areas.
- g. Each Owner is required to provide the PM/Office with the following information concerning the Residents of that Owner's unit (whether Owner-occupied or rented):
  - i. Names of all Residents, including Guests.
  - ii. Home and work telephone numbers (Residents may specify work number as emergency use only).
  - iii. Name, address, and telephone number of a person to contact in case of any emergency.
  - iv. All Residents must register their vehicle(s) with the Office.

## **Section 6 - Storage Rooms**

1. Storage Rooms are assigned to specific units. They are not available for use by others unless authorized in writing by the Resident to whom it is assigned. The PM must be notified and written authorization kept in the Owner/Resident file.
2. Storing flammable, combustible, caustic, pungent, perishable, or other dangerous materials is prohibited.
3. Storage Rooms are not to be used as work areas; therefore, the use of appliances or power tools in storage rooms is prohibited.
4. Secure your storage room at all times. The Association assumes no responsibility for items in storage rooms.
5. The storage room that was assigned to the unit will automatically go to the new Owner since it is included in the deed.

## **Section 7 - Leasing**

1. Owners must notify the PM/Office of their intent to lease. Renters leasing must be 55 years or older to qualify.
2. At no time will the association allow leasing more than 8 units.
3. "For Rent or Lease signs" shall not be placed anywhere on the property.
4. Units may not be leased for less than one (1) year unless approved by the Board of Directors. Should a lease, be terminated early, the Owner or Owner's Agent cannot lease for less than one year.

5. Prior to moving in, renters are required to stop in the MRC Office to complete a HOPA affidavit which is required by federal law under the Fair Housing Act passed in 1995. A picture identification showing date of birth is also required and kept on file in the office.
6. Even with an approved leasing agreement, Owner remains fully responsible for the timely payment of Monthly fees, Fines, Real Estate Taxes and any Assessments.
7. When Renter leases or renews a lease, MRC recommends that the renter contact their insurance agent and discuss a Renters Insurance Policy. It also recommends that the Owner maintain a Homeowner policy, form (HO6).
8. When units are leased, rights to use facilities and amenities are assigned to the Renter and no longer available to Owner.
9. Owners are responsible for Renters compliance with the Association Governing Documents and Member Guide. MRC will document any renter violations to Renter and provide a copy to the Owner.
10. Service requests from a renter, unless of an emergency nature, shall be directed only to the Owner or the Owner's managing agent of record. The Association has no responsibility to respond to Resident request(s).
11. The MRC Board of Directors may grant exceptions, if requested in writing and granted to leasing provisions that do not violate Governing Documents.

## **Section 8 - Enforcement Policy**

The Board of Directors has a fiduciary responsibility to preserve the common scheme of the Association. This includes enforcement of the restrictions, preservation of architectural integrity and maintenance of the property. Medina Ridge is committed to the uniform, consistent, and timely enforcement of all Association Documents.

**8.1 Safety and Well-Being Policy** - 911 is your first call for help. There is no charge unless someone is transported off the property. In the case of an emergency, only police and medical personnel are allowed to remove someone from the property. They will bill the Owner/Resident directly.

MRC hereby establishes this policy with regard to the safety and well being of its Residents and to establish safety and well-being criteria in the Association's building, which criteria are to be applied uniformly to the entire Association.

MRC is an independent living condominium facility for persons 55 years of age and older. MRC does not have medical facilities nor does it provide medical, housekeeping, or home health care services. **A Resident shall remain mentally and physically capable of independent living and have the ability, individually or with the assistance of family or professionals to maintain both their person and residence in a manner which will not endanger in any way**

**other Residents in their unit, or the entire building.** The Resident is responsible for the cost of all personal services. MRC is not an assisted living facility.

Residents that need assistance can find help through many agencies located in Hennepin County. If a Resident needs accommodation for a disability, MRC must receive a request for the accommodation by, or on behalf of that person. There must be an identifiable relationship between the requested accommodation and the person's disability. The requested accommodation must be necessary for the disabled person to use and enjoy the property (as opposed to being merely convenient). The accommodation must not impose an undue financial or administrative burden on MRC. Failure to comply with all the rules of the association, meaning any action or conduct that violates any of the rules, may result in fines or other appropriate enforcement action.

## **8.2 Complaints**

1. Owners/Residents should attempt to resolve disputes amicably between themselves.
2. Infraction of the Bylaws, Rules and Regulations should be reported to the PM/Office.
3. Unresolved complaints between Owners/Residents or between Owners/Residents and MRC should be documented in writing and submitted to the PM. Within thirty (30) days of receipt of the document the PM, after consulting with the Board of Directors, will provide a substantive response.
4. In the event this response is not acceptable to the affected Owner/Resident, the Board is empowered to select, at the Owner's cost, a dispute resolution firm (an arbitrator or mediator) to hear and resolve the problem. In addition, the Board may seek legal advice at Owner's expense.

## **8.3 Violations and Fines**

1. The Association may levy a reasonable fine against an Owner/Resident for failure of an Owner, renter, guest, or agent to comply with any provisions of the Governing Documents of the Association (including the Member Guide).
2. The PM, after conferring with the Board of Directors, will send the Owner/Resident written notice detailing the violation and fine. The notice will request voluntary compliance within five (5) business days.
3. When a violation is not corrected within five (5) business days and no informal hearing has been requested a fine of \$75.00 will take effect on the sixth (6) day and may be increased \$25.00 each month and continue thereafter until the violation is corrected.
4. An informal hearing may be requested by writing to the PM within the five (5) business day period. The date of the hearing will be set by the Board of Directors.

## **8.4 Hearings**

1. Hearings are held during a closed meeting that falls at least ten (10) days after notice to the Owner/Resident.
2. After the hearing, the Board may take one of the following actions:
  - a. uphold the violation and levy a fine of \$75.00 commencing on the sixth (6) day and the fine may be increased by \$25 each month thereafter, or as determined by the Board.
  - b. uphold the violation, but lower or waive the fine, in response to the Resident's promise of immediate compliance.
  - c. dismiss the violation and fine.
  - d. refer the matter to a dispute resolution firm (arbitrator or mediator).

## **Section 9 - Property Management**

### **9.1 Board of Directors**

1. MRC is a democratic association. Monthly Fees may be compared to the taxes of a municipality. The ability of the Board of Directors and Association to develop and modify rules and regulations is similar to a municipality passing and amending ordinances. Your Association also possesses the authority to act as an enforcement body to fine Owners/Residents and enforce, if necessary by court action, the rules and regulations that govern.
2. The Board of Directors has a fiduciary responsibility to carry out the duties and responsibilities of the Association. Its authority is comprehensive and includes all the powers and duties enumerated in the Association Governing Documents and Minnesota Statutes Chapter 515B.1-101 through 515B.4-118 (MCIOA). An individual Resident of the Association Board has no authority to act for the Board simply by virtue of being a Board Member.

### **9.2 Committees**

1. To assist the Board of Directors and Officers in accomplishing their fiduciary responsibilities, advisory committees may be used to analyze problems, review facts, gather information, provide alternatives and submit conclusions as recommendations to the Board of Directors.
2. The Board may also create ad hoc committees to accomplish a specific purpose. An example would be a Legal Dispute Committee to aid in resolving a specific legal problem. Ad hoc committees are dissolved when their purpose is accomplished. The Board President may ask volunteers to serve on these committees.

3. Committees that transact Association business should keep and file minutes and report to the Board from time to time with their recommendations.
4. As with meetings of the Board of Directors, scheduled committee meetings are open to the Owners/Residents, unless specifically exempted by the Board of Directors of the Association under reasons permitted in Minnesota Statute Chapter 515B.3-103 (under sub-section 11.1 Owner Resident Participation, #1, paragraphs a, b and c.).

### **9.3 Courtesy**

1. On your behalf, Board Members have the fiduciary responsibility of directing a non-profit corporation with assets greater than \$20 million and an approximate annual operating budget in excess of \$550,000. Board Members are bonded and serve without compensation, assume many responsibilities and dedicate considerable time and effort to the administration of your Association. They are not managers, maintenance, or cleaning personnel, but Owners/Residents who have volunteered their time and expertise for the betterment of MRC.
2. Please respect and show consideration for the privacy of Board Members. Limit discussion of Association affairs to Agenda Planning and Regular Board Meetings.
3. Problems, complaints, and concerns should always be directed to the PM. See sub-section 8.2 Complaints.
4. The PM will handle all routine Association business in accordance with Board-established policies and procedures and inform the Board of issues or concerns which may require Board action.

### **9.4 Directors and Officers**

1. At the expiration of the term of Office of each respective director, his/her successor shall be elected to serve a term of three (3) years. At the expiration of their term on the Board of Directors, Directors may be candidates for reelection.
2. A vacancy in the Board of Directors shall be filled by a person elected within thirty (30) days following the occurrence of the vacancy by a majority vote of remaining directors, regardless of the number. Each person so elected shall serve out the remainder of the term vacated. Resignations need to be submitted in writing to the secretary and approved by the Board to become effective.
3. At the BOD Orientation Meeting, held within ten (10) days of the election, the Directors will elect Officers to serve at the pleasure of the Board of Directors for one (1) year. Officers of the Association will include a President, one or more Vice Presidents, a Secretary, and a Treasurer. The Directors may appoint other Officers, as in their judgment, may be necessary. Officer duties and responsibilities are further detailed in the Bylaws of the Association.

## **Section 10 - Elections**

Elections for positions on the BOD will be held at the Annual Meeting. The current President presides over the Annual Meeting. The Term-of-Office for newly elected Owners/Residents to the BOD shall begin on the first regularly scheduled Orientation Meeting, where Officers are selected. The terms of outgoing Directors end when the new Board holds its first meeting following the election.

### **10.1 Eligibility**

1. The wealth of experience and knowledge within the Owners/Residents, along with guidance provided by the Management Company will make serving on the Board of Directors a rewarding experience. Previous Board experience is not necessary in order to serve on the Board.
2. Eligibility for candidacy to serve on the Board of Directors requires candidates to be a Owner/Resident at MRC.

### **10.2 Nominations**

To encourage participation in the governing process of MRC and to provide equal access to the entire Association, two options have been established to nominate candidates to the Board of Directors. They include (1) nomination by committee or (2) nomination by the Association. Desirable characteristics for candidates include wisdom, integrity, good judgment, willingness to commit time and talent for the betterment of the Association.

### **10.3 Nominating Committee**

1. The BOD selects a three (3)-person committee.
2. This committee appoints one (1) of the three (3) as Chair.
3. The Committee should start planning and asking for candidates to run for the Board approximately three (3) months before election time.
4. The Committee will send out to Owners/Residents in June a request for names of those they feel are qualified and would consider running.
5. The Committee shall take into consideration selecting Owners/Residents who have demonstrated the ability to work well with others and have displayed positive attitudes about MRC.
6. The Committee will assign the candidate's names between the committee members equally. Each committee member should approach by phone and/or in person each candidate on his or her list to determine whether or not they have an interest in running.

7. The Committee furnishes in writing to the PM/Office the names of those willing to run. The PM/Office must post names twenty (20) days prior to the election date. Confirm in writing the names of those that decline to run prior to posting candidate names.
8. The PM will advise the Board of the names of the Owners/Residents running twenty-five (25) days before Annual Meeting.
9. The PM will file all results of the contacts made by the committee for future reference.
10. There will be no floor nominations for the Board of Directors at the Annual Meeting.

#### **10.4 Owners**

1. At least ninety (90) days prior to the annual meeting, nomination forms will be provided to all Owners/Residents. To nominate an Owner/Resident, you must complete the form and return it to the PM at a stated date at least twenty-five (25) days prior to the election.
2. Persons nominated must notify the PM of their willingness to accept or reject the nomination thirty (30) days before the election date or their names will be removed from candidacy. The names, photos, and resumes of candidates will be posted by the PM/Office on the bulletin Boards. Resume forms will be provided to nominees by the PM/Office.

#### **10.5 Voting**

1. Election judges who are not candidates will be appointed by the Board of Directors to count votes and tally results.
2. Voting will be by secret ballot to ensure the privacy of all votes. Each unit's Owner/Resident receives only one ballot distributed at the Annual Meeting.
3. Proxy Authority Forms are available from the PM/Office and must be received at least one (1) day prior to Election Day.
4. At the direction of Board of Directors, the PM/Office will post the names(s) of the newly elected Board Member(s) within two (2) days after the election.

### **Section 11 - Meetings of the Board of Directors**

#### **11.1 Owner/Resident Participation**

1. Board Meetings, with a quorum of Board Members present, are open to all Owners/Residents, except for reasons as permitted in Minnesota Statute Chapter 515B.3-103. Meetings may be closed to discuss the following:
  - a. personnel matters.



- b. pending or potential litigation, arbitration or other potentially adversarial proceedings, between unit Owners, between the Board or association and unit Owners, or other matters in which any unit Owner may have an adversarial interest, if the Board determines that closing the meeting is necessary to discuss strategy or to otherwise protect the position of the Board or association or the privacy of a unit Owner or occupant of a unit; or
  - c. criminal activity arising within the common interest community if the Board determines that closing the meeting is necessary to protect the privacy of the victim or that opening the meeting would jeopardize investigation of the activity.
2. For agenda consideration, an Owner/Resident should submit requests or suggestions, in writing, to the BOD at least ten (10) business days prior to the date of a scheduled Board meeting.
  3. Owners are encouraged to participate and they have the right to speak at the Open Forum of regular Board Meetings. To conduct Association business effectively and respond to specific Owner concerns in a timely manner, the Association has adopted the following rules governing the frequency, duration and manner of Resident's statements:
    - a. Robert's Rules of Order, latest edition, shall govern the conduct of the Association meeting when not in conflict with the Declaration, Articles of Incorporation, Bylaws, or Minnesota Statutes.
    - b. An Owner/Resident wishing to speak must first raise his/her hand and wait to be recognized by the President or Chair. Once recognized, use the microphone, state your name, unit number, and then proceed with question or statement.
    - c. An Owner/Resident may speak on any issue.
    - d. A person recognized by the President or Chair is the only person permitted to speak.
    - e. The President or Chair has the sole authority and responsibility to ensure all Owner/Resident participation is within the limits specified.
    - f. The President has discretion to set time limits for speeches from the floor.
  4. Other items may be part of our meetings as determined by the Board of Directors.

### **11.2 Regular Board of Director Meetings**

Board of Director meetings are posted with the date, time, and location.

### **11.3 Special Board Meetings**

An agenda and notice should be posted seventy-two (72) hours in advance. Only agenda items may be addressed. Residents may speak only when recognized by the President or Chair, and then only regarding the subject as defined by the President or Chair.

### **11.4 Emergency Board Meetings**

A meeting that requires immediate action by the Board can be held with no notice.

### **11.5 Quorum**

At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business. Directors may participate in a Board meeting by means of remote communication, such as telephone. Participating in a meeting by that means constitutes presence at the meeting and counts towards the establishment of a quorum. The acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors.

### **11.6 Records**

1. One of the most important responsibilities of the BOD is to maintain official records of MRC. The Treasurer is responsible for financial records and the Secretary maintains all other Association records, as required by law. Under the supervision of the Secretary and Treasurer, the primary depository of records is the MRC Office. If a Management Company is retained by MRC, they shall maintain a duplicate set of official records off site.
2. Most official records are available for inspection or duplication by an Owner or authorized representative during regular MRC Office hours. There will be a nominal charge for duplication.
3. For the convenience of Owners/Residents, copies of the monthly minutes and financial statements are also available for review in the Business Office. Removal of these records from the Business Office is not permitted
4. Official records of the Association are maintained at the following address: MRC, 100 Clydesdale Trail, Suite 100, Medina, MN 55340 in the MRC Office.

## **Section 12 - Financial Information**

### **12.1 Budget**

1. MRC is budgeted on a calendar fiscal year basis. The PM and MRC Committees may make budget recommendations to the Finance Committee and/or Board of Directors before the annual budget is approved.

2. Owners/Residents will receive a (30) thirty-day advance notice of new Monthly Fees and Annual Budget, supported by line item details of the Association's yearly budget.

## **12.2 Summary Financial Report**

1. The Finance Committee, through the Treasurer, will submit verbal and written reports to the Board.
2. A monthly Summary Report for Owners will also be posted in the Business Center within 30 days after the end of the applicable month. This report will show actual financial results of operations for the month and cumulative year-to-date. The cumulative will also show total variances from budget. Bank balances will be shown as well.

## **12.3 Financial Review**

1. MRC operates on a fiscal year beginning on January 1. The Board of Directors may change this date.
2. At the close of each fiscal year, the books and records of the Association may be audited or reviewed by a Certified Public Accountant selected by the Board.
3. Property Tax Statements for each unit are mailed directly to the Owner/Resident by Hennepin County. Property Taxes must be paid by unit Owner/Resident.

## **12.4 Monthly Fees**

MRC operates on a budget requiring prompt receipt of Monthly Fees to pay expenses. A delinquency places an immediate financial burden on other Owners/Residents. Late Monthly Fees are addressed as follows:

## **12.5 Late Payment Policy**

1. Monthly Fees are due on or before the first 1<sup>st</sup> of each month and are considered delinquent thereafter.
2. If a Monthly Fee is not received by the fifth 5<sup>th</sup> of the month, the PM will send the Owner/Resident a reminder.
3. Monthly Fees not received by the tenth 10<sup>th</sup> of the month are automatically assessed a \$25 late fee.
4. Monthly Fees not received by the tenth 10<sup>th</sup> of the month shall also accrue interest from the first day of delinquency at the maximum rate allowed by law.
5. If a Monthly Fee is not received by the twentieth (20<sup>th</sup>), including the late fee and interest, the PM will send the Owner/Resident another reminder.

6. If a Monthly Fee is not received by the twentieth 20<sup>th</sup> of the month following the first month of delinquency [fifty (50) days past due], the PM will send a Pre-Lien Letter to the Owner and notify the Association attorney.
7. If the Monthly Fee is not received within ten (10) days of the Pre-Lien Letter sixty (60) days past due), the Association attorney will proceed with a claim of lien and credit and collection procedures. All costs, including legal fees and interest, will accrue to the delinquent Owner.
8. Monthly Fees received late will be applied in the following order: 1) interest, 2) late fees, 3) attorney fees, 4) collection costs, 5) past due Monthly Fees.

## **12.6 Payments**

1. MRC prefers the use of a direct deposit system, whereby all payments are sent directly to the bank and credited to the Association operating account.
2. Monthly Fees are due on or before the first (1<sup>st</sup>) of each month. Owners/Residents have two ways to make payments: (1) Payments should be made by check, money order, or bank cashier's check payable to MRC. To be timely, payments should be mailed prior to the first (1<sup>st</sup>) to be received on or before the third (3<sup>rd</sup>) working day of the month. (2) Direct Payment is deducted automatically from your bank account and sent to the Association's operating account.

## **12.7 Replacement and Operating Reserves**

1. The Replacement and Operating Reserves help prevent future special assessments that may place a financial burden on an Owner/Resident. These accounts are for future repair or replacement of major building components.
2. The annual budget of the Association shall provide from year to year, on a cumulative basis, for adequate reserve funds to cover the replacement and/or maintenance repairs which the Association is obligated to maintain or replace. The annual reserves shall be determined yearly during the Annual Budget Process.

## **Section 13 - Insurance**

### **13.1 Master Policy**

Pursuant to Section 10, sub-paragraph 10.1 of the Declaration, the Association is required to purchase property insurance adequate to cover the building, including, but not limited to, interior walls, interior doors, built-in cabinets and counters, and electrical and plumbing conduits, pipes, and fixtures. The Association is not required to insure carpeting, draperies, wall coverings, fixtures, furniture, furnishings, other personal property, or any fixtures or other items, installed by an Owner, renter, or any other person or entity.

It is the Owner/Resident's responsibility to purchase and maintain adequate insurance for that Owner/Resident's own benefit insuring that Owner/Resident's personal liability, and insuring the floor coverings, wall coverings, and personal property, and any fixtures and other items supplied or installed by the Owner, a previous Owner of the unit (other than the Declarant), or a renter of the unit. It is strongly recommended that the Owner obtain and maintain what is commonly known as "loss assessment" insurance coverage to cover any insurance deductible that may be allocated to that Owner or that Owner's unit by the Association. Owners are also strongly encouraged to consult with their personal insurance agent or broker to determine whether they have adequate and sufficient insurance coverage required by the governing documents and by their own personal situation.

It is suggested that Owners have proof of insurance to cover any damage to their unit or damage to another unit, or the common areas, for which the loss originated from the Owner's unit.

### **13.2 Deductible**

1. Deductibles are the amounts the Association and/or Owners are responsible for paying towards an insurable loss prior to insurer payment. Typically, the larger the deductible the smaller the premium. In most cases, the insurer requires a minimum deductible as a prerequisite to providing coverage.
2. Owners are responsible for the Association's deductible when a loss originated from their unit, or is caused by Owner/Resident neglect, misuse or by action or failure to take action resulting in damage to their unit, other units, or common areas of the Association. Determining Owner responsibility is the sole responsibility of the Board of Directors. The Association deductible for property coverage may change; if so, the Owner/Resident is notified in writing by the PM/BOD.

### **13.3 Errors and Omissions**

Directors and Officers of MRC are protected by an Errors and Omissions policy. This coverage is part of the Master Policy.

### **13.4 Owner's Policy**

1. Each Owner is urged to purchase an insurance policy on units. The type of policy designed especially for condominium associations is referred to as an HO6 policy. This policy provides protection against a wide range of hazards for personal property both at and away from your unit. It also provides for liability protection against injuries or damage to others arising from the unit itself or personal activities away from the unit.
2. There is a wide range of options to expand basic coverage. Policies may be purchased from a carrier of your choice. Premiums vary depending upon choice of options and limits of coverage.

3. In accordance with the Rules and Regulations of the Association, if damage occurred and originated from your unit, actions, inactions, or negligence and resulted in a claim against the Master Policy of the Association, you may be held responsible for the Association's deductible. **It is your responsibility to ensure your insurer will pay for this deductible. This coverage is referred to as Schedule A, Dwelling. Not all insurance companies offer this coverage.**
4. The Association Master Policy covers the building as constructed by the builder, bare wall to bare wall. Advise your agent of the following requirements of your insurance policy:
  - a. The policy must be an HO6 or Condominium Unit Owner form.
  - b. The Policy should include at least a limit under "Schedule A, Dwelling" equal to the Association deductible which may change from year to year.
  - c. Confirm with your insurance agent that the policy will pay a deductible that you are responsible for up to the current Association deductible.
  - d. Include a provision in your Policy called "Loss Assessment" which will reimburse you for all or a portion of a special assessment levied to meet an insurable, uninsured loss sustained by the Association.
  - e. The annual "HO6 – IMPORTANT INFORMATION! The statement received annually from the MRC Master Policy insurance agent/company should be provided to your personal insurance agent.

### **13.5 Renter's Policy**

This policy, referred to as HO-4 (renter's policy), essentially covers items addressed in the Owner's policy. It protects sub-tenants property and liability. Renters should purchase insurance to cover their personal property.

Owners who lease their unit should also carry an Owner's HO6 Policy.

## **Section 14 - Owner Meetings**

### **14.1 Annual Meeting of Owners**

1. Annual Meetings are to be held each year on a date set by the Board of Directors, which is no later than fifteen (15) days after the anniversary date of the first annual meeting and no earlier than fifteen (15) days prior to the anniversary of the first annual meeting. Owners will be sent or delivered notice no less than twenty-one (21) nor more than thirty (30) days in advance.
2. The purpose of this meeting is to (1) deliver the annual report, (2) elect Owners to the Board of Directors, (3) receive Officer and director reports on activities and the financial condition

of the Association and (4) give consideration to any other business that may properly come before the meeting.

### **14.2 Special Meetings of Owners**

Special Meetings may be called by the President upon being directed by a resolution of the Board of Directors or upon a petition signed by twenty-five percent (25%) of the Owners, having been presented to the Secretary. Owners will be notified not less than seven (7) nor more than thirty (30) days in advance.

The notice of any Special Meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a Special Meeting except as stated in the notice unless by consent of four-fifths (80%) of the Owners present.

### **14.3 Quorum**

The presence of at least twenty-five percent (25%) of the Owners of the Association shall be required for and shall constitute a quorum for the transaction of business at all Annual and Special Meetings of the Owners. If the number of Owners at a meeting drops below the quorum and the question of a lack of quorum is raised, no business may be transacted thereafter.

### **14.4 Voting**

1. Each unit is allowed only one (1) vote.
2. In case of absence, an Owner may vote by using the proxy authority form.

Voting by Proxy. An owner may cast the vote which is allocated to the Owner's Unit and be counted as present at any meeting of the Owners by executing a written proxy naming another person entitled to act on the Owner's behalf

## **Section 15 - Management Office**

1. The MRC Office (#100) is located in the main entry lobby by the entry door.
2. The MRC Office utilizes a voice-mail system. This system is activated when the PM is not immediately available to take your call. Messages are checked frequently during business hours. Current phone numbers are listed in the Resident Phone list

## **Section 16 - Property Manager/Administrator**

1. The PM is hired by the Association Board of Directors.
2. The PM is responsible for overseeing on-site service providers/vendors, implementing policies and procedures established by the Board of Directors, and directing the overall physical/financial operation of the Association.

## **Section 17 - Amenities, Facilities and Service**

### **17.1 Car Wash**

The car wash stall is located in the western section of the garage between parking stalls 43 and 44. This facility is available only to Owners/Residents for washing their personal vehicles.

Please sweep up or hose down sand and debris. Be sure all water faucets are turned off and water and vacuum hoses are coiled properly. Please clean out vacuum when finished using. Please roll up hoses and electric cord for the pressure washer and turn off the electric switch on pressure washer and the water supply to the pressure washer.

### **17.2 Carts, Dollies, Sports Lockers and Bicycle Racks**

1. Grocery carts and dollies are available for your convenience and short-term use. In the east wing they are located next to the elevator. In the west wing they are located next to stairway E.
2. When you are finished using any of these items, promptly return them to their original location so they will be available to others.
3. Bicycle racks are located in the garage. Bikes should be secured and insured. MRC assumes no liability for loss or damage to bicycles or vehicles. Bikes should be marked with Owner/Resident's name and unit #.
4. See PM for information on Sports Lockers in garage.

### **17.3 Deliveries**

1. When expecting a delivery, inform delivery personnel to call your unit on the directory access system.
2. When you have appliance(s) and/or furniture delivered, remember to alert the PM/Office in advance so elevator padding can be installed. Inform the delivery driver to check in with the unit Owner/Resident. Deliveries should be made through the garage.

### **17.4 Elevators**

1. Use the "Door Open" button to hold the elevator doors open for a short duration. Covering the electronic eyes for an extended period of time will cause damage.
2. To prevent marring, protective elevator pads must be installed for movers and large deliveries. Contact the PM/Office to schedule installation and removal.



3. If the elevator malfunctions and you are unable to leave the elevator, use the alarm button to attract attention. If no one responds to the alarm, follow posted instructions to call emergency services.
4. If an elevator should fail to operate while you are in it, press the alarm bell to notify individuals in hearing range that you are in the elevator. If no one responds to the alarm, press the emergency button and wait for a response. This automatically calls elevator service personnel who will speak with you by intercom and send help.
5. If you hear the bell sounding from an elevator, please contact the PM/Office immediately or the PM emergency number.

### **17.5 Newspapers**

Subscription newspapers will be delivered to the front door lobby.

### **17.6 General Information**

1. Each Owner/Resident will receive a monthly copy of the Medina Ridge Highlites newsletter, a monthly calendar of meetings and events and a Telephone Directory of Residents. Owners/Residents can also search the website at [www.medinaridge.com](http://www.medinaridge.com) for information. There is a private and secure section on the "Login" tab that is only accessible by our residents to view information such as the picture directory. The PM/Office will supply the username and password when requested by a unit Owner/Resident.
2. Notices of an editorial or political nature may be posted or distributed in the MRC building only if approved by the PM/Office.

## **Section 18 – Security**

### **18.1 Door Access System**

1. Guests may be admitted only by the Owner/Resident they are going to visit.
2. MRC is equipped with a telephone-activated door-release system with a Resident directory. Guests should follow the directions that are posted on the entry phone in order to contact a unit. The telephone in the unit will ring, provided it is not in use. When a guest is identified, provide the unit number to the guest, press six (6) on the telephone and the front entry door lock will release.
3. Never provide access to persons you do not expect or recognize or who have not properly identified themselves
4. Owners/Residents are responsible for the actions of their guests and service and delivery personnel while they are on the property.

## **18.2 Garage Door and Opener**

1. Each unit has been provided with a garage door opener(s). Sensors will detect when your vehicle has cleared and will automatically close the door.
2. When you enter or leave the garage, make sure no one enters the garage and that the garage door closes. Please wait until the door is closed completely.
3. The garage door is equipped with sensors to stop it from closing when it detects an object in its path. If the garage door malfunctions, notify the PM.

## **18.3 Keys and Fobs**

1. A Key/Fob policy is needed to protect the security and safety of owners/residents of MRC.
2. The Property Manager (PM) staff is responsible for the issuing of keys and fobs and for maintaining a record of keys and fobs issued.
3. The Vendor Key Log must be completed by the PM staff each time a key or fob is issued to a vendor or a delivery person. This record must include confirmation that the key or fob was returned.
4. For security and emergency purposes, the PM/Office has a master key to the entrance of all units and locked doors such as Mechanical Rooms, etc. A master key is kept in a locked box in the lobby for use by the police, emergency and fire departments. The code for this locked box is to be given only to those personnel. No owner/resident should be given a master key or given the code to the locked box.
5. Dead bolt locks are installed on unit entry doors and should be used at all times. Your door will not automatically lock when closed. When leaving, you must use your key to lock the door.
6. Unit door locks may be changed but must be coordinated with the PM/Office.
7. Do not use a key to pull a door open. If a key breaks off in the lock, it will require a locksmith at your expense.
8. In the event you are locked out of your unit, contact the PM/Office, if staffed. This service is provided only to Owners/Residents. It is suggested that an Owner/Resident provide a unit key to a relative or trusted friend in case of being locked out of their unit when no PM staff is on site.
9. Never have your keys in your hand when entering or leaving an elevator or depositing trash into the chute. If dropped they will be difficult, if not impossible, to retrieve.

10. There are four (4) “Emergency Exit” doors leading from the lower levels of stairwells A, B, C, and D to the outside. These doors will open from the inside at any time but require an E-Key for re-entry.

## **18.4 Safety**

1. Owners/Residents provide the best overall security for any community. Follow and support the Policies and Procedures of the Association.
2. Opening the front or stairwell entry doors for someone you do not know jeopardizes the safety of all Owners/Residents.
3. Building entry doors must not be blocked open unless someone is in attendance.
4. Do not let strangers follow you through the entries or garage door(s) and do not provide access to anyone you do not know.
5. For privacy and security, door-to-door soliciting is prohibited. Except for Association business, Owners/Residents shall not solicit other Owners/Residents. Owners/Residents are requested to notify the PM immediately if solicitors are in the building.
6. Keep your entry door locked when you are in or out of your unit. Never leave or prop doors open.
7. If you notice any suspicious person or activity, call the PM/Office and/or 911 immediately.
8. Video cameras at MRC monitor and record activities in several areas on the property.
9. Notify the PM/Office if you plan to be away more than two days.

## **Section 19 - Your Unit**

### **19.1 Electrical Circuit Breakers**

1. Each unit has its own circuit breaker panel located near the entry door inside the unit. Each circuit breaker switch is labeled to indicate which outlets, lights, or appliances it controls.
2. If a circuit breaker switch has been tripped, try to reset it by pushing the switch to the “Off” position and then back to the “On” position. Try to reset the circuit breaker only once. If the switch does not remain in the “On” position, it may indicate a problem on that circuit, which might require the services of an electrician.
3. There are ground fault circuit interrupter (GFCI) circuit breakers in the bathroom, kitchen and on the balcony outlets.

4. Each unit has an arc fault circuit interrupter (AFCI). The device is located in the circuit breaker panel. This device helps prevent fires in bedrooms by detecting electrical arcs in wiring circuits, lamps, etc.

## **19.2 Heating and Air Conditioning**

1. Each unit is equipped with a heating and air-conditioning system. This system is simple to operate and allows individual control of heating and air conditioning.
2. Heating is provided by natural gas and air-conditioning is electric. Gas and electric costs are the unit Owner's responsibility.
3. To make heating and cooling more efficient, while reducing dust in your home, air filters should be changed at least every six (6) months.
4. If your heating and air-conditioning system malfunctions, consult the PM/Office for the HVAC vendor used by MRC.

## **19.3 Television**

1. Basic TV/Cable service is provided to each unit through a master contract. You will receive basic channels and the cost is included in your Monthly Fee.
2. Additional premium viewing packages are available through the cable service, at an additional cost billed directly to the Owner/Resident.
3. For satellite see supplemental policy

## **19.4 Utilities**

Monthly Fees pay for the following utilities: common area gas and electric, basic cable TV, water and sewer, water softening/heating and rubbish removal.

Utilities not included in the Monthly Fee and to be arranged and paid for by the Owner/Renter include: 1) Electricity (Xcel Energy), (800) 895-4999, 2) Natural Gas (CenterPoint Energy), (612) 372-4727, 3) Television (Premium Viewing Packages), internet or telephone service. Television cable service provider contact information is available from the PM/Office.

## **19.5 While You're Away**

Owners are responsible for keeping informed about Association business and making sure their unit is represented. Therefore, when planning to be away for more than two (2) days the following steps should be taken:

1. Advise the PM/Office of your departure and return dates. Provide an address and phone number where you may be reached or a person to contact in case of an emergency. It would be courteous to let your neighbors know when you will be gone and when you will return.
2. Notify the Post Office to have your mail temporarily forwarded, held, or have a neighbor pick up your mail.
3. Make arrangements with your own housekeeping service, a family member, another resident, etc., to water plants, pay utilities, check on your unit, etc.
4. If you plan to be away for more than two (2) days, shut off the water to appliances such as your dishwasher and washing machine. Continued pressure on appliance valves or hoses may result in premature failure and cause water damage to your unit and/or units below.
5. While you are away, water evaporates from your traps in toilets, sinks, shower, or bathtub and sewer gas may enter your unit. This not only creates unpleasant odors but may be dangerous. To avoid this problem, occasionally have someone flush toilets or run water in the drains.

## **19.6 Window Coverings**

1. You may install curtains or draperies at your expense, as long as they are white, off-white or have a light lining or backing so that the exterior appearance of the building remains uniform from the outside.

## **Section 20 - Emergency Information**

### **20.1 Alarms**

1. The central fire alarm system has annunciators throughout the building, including in each unit. The annunciator looks like a smoke detector, is usually mounted on the wall opposite the unit entry door and is marked "FIRE".
2. A smoke detector in a unit does not activate the central fire alarm system. See sub-section 20.6 Smoke and Heat Detectors for further information.

### **20.2 Emergency Information Form**

1. Keep your emergency contact information updated and on file in the MRC Office.
2. To better enable others to be of help in case of an accident or health emergency, all Residents are urged to complete an Emergency Information form and File of Life form. Place red label on unit door. Post the File of Life on the refrigerator.

### 20.3 Fire Instruction/Safety Equipment

1. The mechanical and common areas of MRC are equipped with comprehensive fire detection and suppression systems. This includes smoke detectors, heat detectors, sprinkler system, annunciators, and emergency lighting.
2. Fire extinguishers are located on each floor, elevator lobbies and in the garage. Owners/Residents should familiarize themselves with the location and operation of extinguishers.
3. All units are equipped with combination smoke detectors and carbon monoxide detectors, fire alarms and a sprinkler system.
4. If the fire alarm is sounding, please stay in your unit unless fire personnel instruct you to leave or there is a fire in your unit.

### 20.4 Power Outage

In the event of a power failure, emergency lights may be activated (estimated light time is less than 2 hours – keep a flashlight handy) in the common areas. Doors between the elevator lobbies and corridors on all floors may automatically close. Doors between the wing corridors and the central common areas may also close.

### 20.5 Smoke and Heat Detectors

1. Smoke detectors are located in all units: two-bedroom units have four (4) and three-bedroom units have five (5). They are hard-wired into the electrical system with a battery backup. When activated, a smoke detector will sound only within your unit and will not activate the central fire alarm system. Frequently check your detectors to be certain they are functional by depressing the button on the unit. If you hear a chirping sound, it may indicate the battery is low and requires replacement. Smoke/carbon monoxide detectors installed in 2019 have 10-year lithium batteries.
2. Smoke detectors inadvertently activated by cooking, smoking, etc., will deactivate when ventilated. **DO NOT** ventilate by opening the door to the corridor as that may activate the central fire alarm system WHICH WILL RESULT IN THE FIRE DEPARTMENT BEING SUMMONED TO THE PROPERTY. To prevent accidental activation of a smoke detector, open a window when cooking. Also, use the vent in your bathroom to prevent a detector from being activated by steam from bathing. False alarms will be charged back to the unit Owner.
3. Smoke and heat detectors are also located throughout the mechanical and common areas. If any of these detectors are activated, the central fire alarm system will sound.

## 20.6 Sprinkler System

There are sprinkler heads in every room of your unit, closets and on the deck. Please leave about a 12-inch clearance around them. Water flow will not operate correctly if blocked. Be careful not to bump them or hang anything from them, as this may cause the sprinklers to go off. A sprinkler releases about 25 gallons of water per minute. Only the Fire Department is capable of shutting down the system.

## 20.7 Tornado or Storm Warning

If you are in your unit when sirens, radio, or TV indicate a tornado or weather emergency, go to an interior room without windows. For even greater safety, go to the center area of the garage. A flashlight and a small portable battery radio are helpful and should be taken with you.

## 20.8 Emergency Evacuation Plan

In case of fire, the elevators automatically shut down and fire personnel and equipment may occupy the Stairwells. It is recommended – **THAT UNLESS THE FIRE IS IN YOUR UNIT YOU SHOULD REMAIN IN YOUR UNIT UNLESS FIRE PERSONNEL INSTRUCT YOU TO LEAVE.** Then follow their instructions on how to exit the building.

## Resolution

We, the Members of the Board of Directors, on behalf of Medina Ridge Condominiums, do hereby adopt the Rules and Regulations, policies and procedures and other provisions of this Member Guide in accordance with the Declaration.

Board of Directors

Medina Ridge Condominiums

Date Approved: \_\_\_\_\_