

# CITY WALK CONDOMINIUM ASSOCIATION

## INTRODUCTION

### WELCOME TO CITY WALK CONDOMINIUM

The following Rules and Regulations have been drafted in the best interest of all those concerned. Each Unit Owner and/or Resident is responsible for full compliance with the Rules by all family members, guests, lessees, and vendors. Any damages or losses to the common areas or furnishings will be repaired or replaced at the Unit Owner's expense.

We ask that you read the Rules and Regulations carefully in order to better understand them and therefore agree to abide by them. We hope that you will treat all areas of City Walk as if it were your own personal property. This will enable us to live in a building we can all be proud to claim as our home.

Respectfully,

Board of Directors  
City Walk Condominium Association  
February 15, 2005

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### Property Address

66 East Ninth Street • St. Paul, Minnesota 55101

### Lobby Management Office

On-Site Manager

Telephone: (651) 221-0298

Fax: (651) 287-0455

Hours: Daily (except holidays) 8 a.m. to Midnight

Holidays – 4 p.m. to Midnight (variable)

### Management

Cedar Management, Inc.  
7260 University Ave, NE Suite #200  
Fridley, MN 55432

Main Telephone: (763) 574 1500

Fax: (763) 571-2050

After Hours EMERGENCY Telephone: (763) 439-4726

# CITY WALK CONDOMINIUM ASSOCIATION

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# **BOARD OF DIRECTORS, MANAGEMENT, STAFF PERSONNEL, PROTOCOL AND GENERAL INFORMATION, AND FIRE AND LIFE SAFETY**

## **BOARD OF DIRECTORS**

1. The Board of Directors consists of five (5) homeowners whom are elected by the members at the Annual Meeting pursuant to the Bylaws for two (2) year terms. A director may be re-elected to serve any number of terms. Vacated seats on the board between elections are filled by majority vote of the remaining board members. The Board's purpose is to serve the homeowners/occupants of City Walk Condominium Association, and to provide direction to management.
2. The Board of Directors conducts regular and special meetings. Homeowners/occupants are welcome to attend.
3. Homeowners/occupants are requested to communicate complaints, matters of concern or grievances involving management or policy to the Board of Directors, preferably in writing, or by attending a scheduled board meeting.
4. The Rules & Regulations may be revised at any time by the Board of Directors.
5. No provisions contained in the Rules & Regulations shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of prior breaches which may have occurred.

## **MANAGEMENT**

1. Management is retained by the Board of Directors and operates under its supervision and direction. Personnel are the direct employees of management. In-residence personnel are to enjoy the same privileges and observe the Rules & Regulations in the same manner as all homeowners/occupants.
2. Homeowners/occupants who wish to communicate a particular matter, concern or complaint should first contact the in-residence manager in the Management Office or, alternatively, the Property Manager in the corporate office. If any homeowners/occupant feels that management is unresponsive or an issue remains unresolved, they may communicate directly with the Board of Directors, preferably in writing or by attending a scheduled board meeting.
3. Management or in-residence personnel will not release names, telephone numbers, dwelling numbers or other information concerning individual homeowners/occupants without express written authorization.



## STAFF PERSONNEL

1. The in-residence manager, under the direction and supervision of management, is responsible for the general housekeeping, day-to-day maintenance and upkeep of the common areas, security and certain managerial functions.
2. Upon request, the in-residence manager will do her best to arrange for all types of repair and maintenance services and to serve the needs of homeowners/occupants when practical and in the best interests of the Association. All requests should be made directly to the in-residence manager in the lobby management office during normal business hours. Charges for work and services provided that are not the responsibility of the Association will be billed to homeowners/occupants directly.
3. Staff personnel are instructed not to accept cash gifts, gratuities or compensation from homeowners/occupants. The one exception to this policy is during the Holiday Season when a staff "holiday fund" is established by management. Inexpensive non-cash gifts are acceptable.
4. Homeowners/occupants are requested not to needlessly intrude on the privacy limits of staff personnel. Nighttime, weekend and holiday calls that are not emergency in nature should, if at all possible, be deferred until normal business hours.

## PROTOCOL AND GENERAL INFORMATION

1. It is important that homeowners/occupants, staff personnel and management respect the privacy limits of others. Homeowners/occupants should not engage in any obnoxious or offensive activity in any unit or in the common areas, including the garage parking areas and swimming pool courtyard areas.
2. Residents should feel free to visit with their neighbors in person, by telephone or written communication regarding disturbances, noise or any other issues, but only in a respectful and polite manner and not in the presence of a neighbor's guests, except in urgent circumstances involving a fire or life safety situation. Alternatively, or in situations where disturbances persist after contact has been made, residents may contact the office manager or Management directly for assistance in resolving an issue.
3. As a general rule, dishwashers, garbage disposals and washers/dryers within individual dwelling units should not be used before 7:00 a.m. or after 10:00 p.m.
4. Any remodeling or construction work is required to be done with the following in mind: advance notice should be given to neighbors directly or through the office manager before any work that may be disturbing to others is scheduled. Major repairs and/or remodeling projects within individual units may occur only during weekdays (Monday through Friday, exclusive of holidays) between the hours of 8:00 a.m. and 8:00 p.m. and on Saturdays between the hours of 9:00 a.m. and 5:00 p.m. Construction material should not be stored in the lobby or common corridor, even though temporarily, and construction debris and waste should not be left anywhere within the common areas, not in City Walk dumpsters nor in the refuse room, even though temporarily, and immediately removed from the building to a dump site or elsewhere. Dirt and dust in the corridors, elevator, etc. resulting from the construction need to be cleaned up promptly.

5. Homeowners and occupants are requested to be mindful that noise may transfer through the floors, walls, and ceilings at high volumes and, therefore, to be considerate of their neighbors when entertaining guests, moving furniture, using stereo equipment, TVs and playing musical instruments. The foregoing also applies to activity on balconies and decks. The noise level in relationship to the hour of the day should always be considered and be at a volume that will not disturb other homeowners/occupants. Residents are encouraged to respect their neighbors' right to quiet enjoyment during these hours by keeping noise levels and activities to a level that does not create a nuisance for other residents.
6. Appropriate attire is to be worn at all times when in the common areas of the building, which includes footwear in all of the common areas. Footwear in the Health Club and on the outdoor pool patio is not required.
7. Homeowners/occupants are not to install or operate any machines, refrigeration or heating devices or air conditioning apparatus in condominium unit other than common household appliances and the equipment that is provided as part of the unit. Gasoline, other explosives or dangerous articles are not to be brought in or used on the premises.
8. Homeowners/occupants and guests when smoking or cooking in residential units should keep the ventilation fan(s) running continuously to freshen the air and prevent odors from migrating to other units.
9. Homeowners/occupants should not store or keep any combustible, flammable or offensive goods, provisions or materials in the dwelling units except for reasonable quantities and kinds of usual household materials.
10. Dwelling unit entry doors need to remain closed at all times except when opened to enter or leave a unit, and should not be kept open for any other purpose.
11. All costs relating to the repair, replacement and maintenance of all plumbing fixtures, traps, etc. and air blower units and related valves, controls, and thermostats are the responsibility of individual homeowners. This also includes concealed and non-concealed water and sewer pipes that connect a plumbing fixture(s) located within a particular dwelling unit to a main vertical plumbing or sewer line that serves plumbing fixtures located within multiple dwelling units.
12. In the interest of energy conservation, homeowners/occupants should take care not to leave exterior windows or doors open when heating or cooling systems are in operation.
13. Except in the event of an absolute emergency situation, neither the hot nor the cold water supply to a particular condominium unit may be turned off to facilitate plumbing repairs, replacement, etc. when a necessary turn-off also affects other condominium units unless and until, with the approval of management, at least 24 hours prior notice is given to the other condominium units so affected. Such notice must be arranged through the management office during normal business hours.
14. Persons of any age are not permitted to play in corridors, stairwells, elevators or in the parking ramp.

15. Residents should refrain from placing cantaloupe and banana peels, coffee grounds, hard rice, grease and like items into garbage disposals. These items often clog sewer lines and can cause drainage and back up issues in condominium units located below. Also, the cold water sink faucet should be turned on at all times when the disposal is in use.
16. Homeowners and occupants are responsible for the conduct of their guests, tenants, contractors, and employees, all of whom shall be bound by these Rules and Regulations and the governing documents of the Association.
17. As a fire precaution, live Christmas trees should be so kept that the bottom end of the trunk is at all times immersed in water. All plants or trees should be bagged before they are carried into or out of the building. Tree bags are available upon request in the management office.
18. The fire exits, sidewalks, entrances, elevator, lobby, stairways, corridors and halls must not be obstructed or used for any purpose other than entrance and egress. No strollers, bicycles, carts or other personal possessions shall be kept in hallways, stairways, patio areas, the lobby area or in front of the building. This includes footwear and mats by condominium unit entry doors.
19. When a homeowner or occupant is planning to be out of the city for any length of time, it is advisable that the resident manager be provided with a telephone number where the homeowner or tenant can be reached in the event of an emergency. If a number is not available, perhaps the telephone number of a family member or friend could be provided.

## **FIRE AND LIFE SAFETY**

1. In the event of a fire, do not congregate in the corridors, lobby or interior areas of building, and do not open exterior windows or upper floor patio doors or apartment entry doors except to depart, with the door shut after departure.
2. Fire extinguishers are located on designated locations on each of the corridor floors.
3. It is the responsibility of individual homeowners or tenants to be sure that smoke detectors located within condominium units remain in good order and activated at all times.



**CONDOMINIUM UNIT USE RESTRICTIONS, RENTAL OF  
CONDOMINIUM UNITS, GUEST / RELATIVE OCCUPANT OF  
CONDOMINIUM UNITS, PARKING RAMP SPACE RESTRICTIONS AND  
RESPONSIBILITIES OF HOMEOWNERS/OCCUPANTS**

**CONDOMINIUM UNIT USE RESTRICTIONS**

Condominium units are restricted to be used by a homeowner/occupant as a residence and for home office or studio uses which are incidental to the principal residential use of the unit, which comply with applicable zoning, and which do not invite or generate regular or frequent visits by clients, customers, employees, coworkers or the public. Condominium units and all common and limited common areas including parking spaces are to be used for private residential purposes only. Condominium units and garages assigned to units shall be occupied and used only by homeowners of an interest, their tenants, families and social guests and for private residential purposes. No more than two (2) occupants per bedroom are permitted to reside in a dwelling unit.

**RENTAL OF CONDOMINIUM UNITS**

1. The minimum lease period is 360 days; condominium units cannot be re-rented or subleased during the 360 day lease period. The required provisions of all leases are set forth in Exhibit A. If, for whatever reason, the Tenant, voluntarily or involuntarily, vacates the condominium unit prior to 360 days from the commencement date of the lease, neither the homeowner or tenant can re-lease or sublet the condominium unit until after expiration of the initial 360 day period of the lease, and the tenant in any event, remains responsible to the homeowner for payment of the monthly rent through the expiration date of the lease. Notwithstanding whether rent is collected or not, the homeowner remains responsible for payment of the monthly assessments to the Association.
2. Tenant must acknowledge and agree to abide by the terms of the executed Addendum To Lease, the constituent documents (Declarations, By-Laws and Rules and Regulations) of the Association and need to understand that the Association is governed by its duly elected Board of Directors which delegates limited responsibilities and authority to management. Tenant is required to acknowledge receipt of a copy of the Rules and Regulations, the Bylaws and Declaration.
3. Occupancy of condominium units by tenants is subject to compliance with the constituent documents (Declaration, By-Laws and Rules and Regulations) of the Association. Such tenants need to understand that the Association is governed by its duly elected Board of Directors which delegates limited responsibility and authority to management.
4. Tenants need to understand that in the event of a finding by the Board of Directors at a noticed hearing on a purported violation of the constituent documents of the Association, to which hearing all persons involved would be invited and afforded the opportunity to be heard, the Board has the authority to (i) impose a fine(s) against the homeowner and/or (ii) with respect to a tenant, declare the lease to be in default, which would give the homeowner the right to terminate the lease upon 30 days written notice, regardless of any contrary provision in the lease.



5. The occupancy of the condominium unit should not be in violation of any code, ordinance of law; neither a tenant nor any other occupants shall have been convicted of a felony in the last five years for crimes of theft, breaking and entering, burglary, property vandalism or similar crimes against property; nor assault, battery, rape, criminal sexual conduct, homicide or other crimes against persons; and, none shall have any background of residential disruption. Please refer to attached EXHIBIT B Application for Investigative Consumer Report.

Forms of Addendum To Lease and Application for Investigative Consumer Report are available in the City Walk Management Office or from management on request.

## **GUEST / RELATIVE OCCUPANCY OF CONDOMINIUM UNITS**

Condominium unit homeowners and tenants may have guests and/or relatives live or stay in their respective condominium units, subject to the following:

1. Neither the homeowner of the condominium unit nor the homeowner's relative(s), guest(s) or tenant(s) are permitted to move any furniture into or out of the condominium unit immediately prior to or during the time that the guest(s) or relative(s) moves into and resides in the condominium unit. When circumstances warrant, at the sole discretion of management but subject to appeal to the Board of Directors, exceptions to this provision may be granted.
2. In order to distinguish occupancy of a condominium unit by a guest(s) or relative(s) versus a tenant, the homeowner(s) or tenant(s) of a condominium unit may not receive rent or any other form of financial remuneration or benefit, directly or indirectly, for use of the condominium unit by the guest(s) or relative(s) during the period of time when a homeowner or tenant is physically staying or living elsewhere, whether it be temporarily or permanently.
3. Occupancy of condominium units by guests/relatives of a homeowner or a tenant is subject to compliance with the constituent documents (Declaration, By-Laws and Rules and Regulations) of the Association. Such occupants should understand that the Association is governed by its duly elected Board of Directors which delegates limited responsibilities and authority to its managing agent.
4. Guests and relatives need to understand that in the event of a finding by the Board of Directors at a noticed hearing on a purported violation of the constituent documents of the Association, to which hearing all persons involved would be invited and afforded the opportunity to be heard, the Board has the authority to (i) impose a fine(s) against the Unit Owner and/or (ii) with respect to a tenant, declare the lease to be in default which would give the tenant the right to terminate the lease upon 30 days written notice, regardless of any contrary provision in the lease.
5. The occupancy of the condominium unit shall not be in violation of any code, ordinance of law; that neither a tenant nor any other occupants shall have been convicted of a felony in the last five years for crimes of theft, breaking and entering, burglary, property vandalism or similar crimes against property; nor assault, battery, rape, criminal sexual conduct, homicide or other crimes against persons; and, that none shall have any background of residential disruption.



**PERMANENTLY ASSIGNED PARKING SPACES AND PARKING REGULATIONS –  
REVISED (May 2008)**

1. City Walk Condominium Association owns levels 8 – 11 of the parking ramp located beneath the City Walk Condominium Units, but above the City Walk Office and Lobby. The City Walk levels consist of 219 total parking stalls, 3 of which are designated for City Walk staff members, 4 guest stalls and the remaining 212 are assigned to particular Living Units at City Walk. The various access and use rights are governed by a recorded Declaration of Easements.
2. The yellow designation line is determined to be approximately 3” wide and its center, generally, overlays the established property line. The yellow line, as described above, is a permanently restricted area and cannot be used by anyone, for any purpose, including the parking of any vehicle which overhangs or touches the yellow line, at any time, while the vehicle is in a parked position.
3. Parking stalls may not be used for storage or converted to another use which would prevent the parking of a full-size vehicle in each stall. Personal property, including trailers or “auxiliary” transportation devices may not be parked or stored outside the Unit’s parking stall.
4. Owners/Residents and/or their guests are prohibited from parking in a stall owned by someone other than the driver of the vehicle unless permission is granted in advance by the actual owner of the parking stall.
5. Vehicles parked in unassigned spaces are subject to towing without prior notification and at the expense of the owner of the vehicles.
6. Owners/Residents may rent their parking stalls to other residents and/or to persons outside the Association; however, any non-resident renting a parking stall must be given a copy of these rules and must be in compliance with said rules at all times.
7. Guest parking spaces are rented on a first-come/first-served basis for a fee of \$5.00 per day or \$3.00 for half of a day.
8. Vehicles in disrepair may not be stored in the parking ramp. Vehicles which leak oil or other fluids must be removed from the premises and repaired before returning. Said vehicles, if not removed by the owner, are subject to towing at the expense of the owner of the vehicle.
9. Only one (1) parking access card per parking space is permitted. A fee of \$10, payable in advance, is required before a replacement card can be ordered.

This revision approved and adopted by the Board of Directors  
on the 20th day of May 2008, and is effective immediately.

## **STORAGE LOCKERS**

1. Items deemed to be hazardous by the Fire Department of the City of St. Paul are prohibited in storage lockers, even if only temporarily.
2. It is not permissible to store items in the storage rooms outside of assigned lockers.
3. The Association is not responsible for loss or damage to any items stored in lockers.

## **RESPONSIBILITIES OF HOMEOWNERS / OCCUPANTS**

Homeowners/occupants are liable for damage/repair resulting from frozen pipes caused by windows left open in cold weather, bathtub, sink, toilet or dishwasher overflow or other plumbing malfunctions within their dwelling unit. Homeowners/occupants must make sure that all faucets, toilet fixtures and shut-off valves operate properly and that they can be fully shut off completely when not in use. Homeowners/occupants who do not promptly correct/repair leakage problems resulting from plumbing fixtures, appliances, and pipes within individual dwelling units, or from grout joints around showers, bath tubs, etc., are responsible for any damage that results, including damaged walls and ceilings in condominium units located below.

## **GENERAL**

### **SOLICITATIONS / BULLETIN BOARD**

1. Homeowners/occupants should not post any advertisements or posters of any kind in or on the interior or exterior common areas or common elements including the window side of condominium unit entry doors. This includes balconies. The only exception is the bulletin board in the mail room and parking ramp lobbies. No advertising matter of any kind is to be placed in the interior of any condominium unit so as to be visible from the outside.

2. Solicitors and canvassers are not permitted on the premises. Homeowners/occupants themselves are asked not to solicit or canvass door to door, irrespective of the reason or purpose. Fund raising and contribution requests can be accomplished by posting appropriate literature on the bulletin board located in the mail room.
3. The bulletin board which is located in the mail room, may be used by homeowners/occupants to post information for the benefit of other homeowners/occupants, subject to the following:
  - a. all items posted must be signed and dated and may not remain posted beyond a maximum period of two weeks. Items may not be re-posted after the initial two week period without prior board or management approval;
  - b. no commercial advertisements; and,
  - c. the Board of Directors or management may remove any item that at its discretion deems inappropriate or in non-compliance with this rule.
4. Circulars, fliers or any form of written material should not be placed by or under dwelling unit doors without express prior approval of the Board of Directors or management.

#### **POLITICAL CAMPAIGNING**

In compliance with Minnesota Statute 211b.20, which requires multiple unit dwellings to provide access to political candidates and at the same time continue to protect the security of the building, the following is to be observed:

1. Candidates are allowed to campaign in City Walk in the following three manners:
  - a. Door to door canvassing,
  - b. Meeting or greeting session in the lobby area or the party room,
  - c. All major parties (as defined by state statute and the Secretary of State's office), with the help of a supporting volunteer resident of City Walk, are allowed to place one flyer or door hanger on, or at, each door on one of the three days preceding Election Day.
2. Candidates or their representative must request access to City Walk for campaigning at least 24 hours in advance.
3. Candidates with or without campaign workers who may wish access to City Walk Condominium are required to contact the in-residence manager and request a specific period of time within certain suggested days and times to schedule a meeting or canvass within the building.
4. Upon receipt of the candidate's request for a specific meeting time or canvass period, the management will schedule a time and/or place within the building for the candidate to meet or greet the residents. If the candidate requests a posting of a notice it will be



placed on the bulletin boards. City Walk also has the discretion to post a notice of candidate activities within the building.

5. Meetings and canvasses will be limited to between the hours of 10 a.m. and 8 p.m. and no single meeting or canvassing will be for a period longer than two hours.
6. No campaign material will be distributed on Election Day.
7. Candidates and their workers must provide photographic identification and register their name, address and phone number before being allowed into the building and no more than five (5) candidates and/or campaign workers will be allowed access at any one time.
8. By establishing this policy, the homeowners/occupants of City Walk Condominium do not waive any additional rights they may have under the provisions of the statute including their right to deny admittance or expel for good cause any candidates or campaign workers.

## SECURITY

1. A telephone security system is located in the lobby vestibule area for callers and visitors to communicate with occupants. A caller or visitor should dial the assigned security code number listed on the directory. Occupants desiring to admit callers or visitors through the lobby security door should press the appropriate number on their telephone after informing callers and visitors of their unit number and instructing them not to admit others when entering. Unknown or unidentified callers should never be admitted.
2. When passing through the security doors, no others should be allowed to enter at the same time. They must have their own electronic access button or be "buzzed in" by an occupant.
3. All security doors need to be kept closed at all times when not in use. Residents should always be sure when entering or leaving that these doors are securely closed behind.
4. The in-residence manager and/or desk attendant should not be expected to access frequent visitors based on familiarity. It is not within their capability to know whom and when an occupant wishes a person accessed to the building.
5. Suspicious conduct or activity should be reported to management immediately.
6. A security door should never be propped open without it being supervised at all times.
7. Two (2) electronic security door keys (Fobs) are issued to the homeowner of each condominium unit and are to be used by occupants of the condominium unit. The keys are required to be passed on to successive homeowners in the event of a sale/purchase of an condominium unit. Additional or replacement security door keys (Fobs) may be issued (or re-issued) to a homeowner at the discretion of management at a non-refundable charge of \$50 each, payable in advance. Refusals by management are subject to reversal by the Board of Directors.

Keys that need to be invalidated as a result of a problem caused by the homeowner (loss, theft, etc.) and then re-issued or re-activated are also subject to a charge of \$50 each, payable in advance.

In the event of a sale/purchase of an condominium unit, the purchaser is required to obtain all keys issued of record to the seller at time of closing or be responsible for the deactivation charge of \$50 each for each key that is not accounted for.

Lost or misplaced electronic security door keys (Fabs) should be immediately reported to management to enable computer disengagement of any such keys. Lost or misplaced keys that are found at a later date cannot be re-activated, but should be returned for recycling.

## **SALES ACTIVITIES**

1. Publicly advertised personal property sales activities are not permitted on the premises.
2. Real estate open house signs may only be placed on the sidewalks contiguous to City Walk and outside of the entry area on the day of the open house. Real estate open house signs may also be placed on the bulletin board in the parking level elevator lobbies and on the mail room bulletin board on the day before and the day of the open house.
3. Except as above, "For Sale" signs of any type are not permitted to be posted on windows or anywhere on the interior or exterior of the City Walk building except on the designated bulletin board located in the mail room and parking level elevator lobbies.

## **MOVE-IN / MOVE-OUT OF CONDOMINIUM UNITS**

A move-in/move-out of an condominium unit means that the homeowner or the tenant of a non-resident homeowner, completely moves in or out of the condominium unit at one time during a scheduled reservation period which needs to be scheduled with the office manager in advance during normal business hours. A reservation is required to be confirmed at least one week in advance of the requested moving date.

The following applies:

1. A non-refundable move-in fee in the amount of \$200.00 is required to be paid concurrent with confirmation of a scheduled move-in date.
2. Move-ins/move-outs may occur only on weekdays, exclusive of holidays but, generally, only on Mondays, Wednesdays and Fridays. Under no circumstances will move-ins/move-outs be permitted on weekends or holidays.
3. Management will block off an elevator to accommodate a scheduled move-in or move-out between the hours of 8:00 a.m. and noon and between 1:00 p.m. and 4:30 p.m. Move-ins and move-outs without exception, will be permitted within these hours only.
4. Partial move-in or move-out of furniture, boxes or other belongings in advance of or following a scheduled move-in or move-out date is not permissible. Exception: a belonging that can be carried in hand by one person only without its placement on the



floor of the elevator during the entire time while in elevator. This rule applies only to instances of move-in and move-out of condominium units and does not apply to residents who are not in the process of moving-in or moving-out of the building. Example: the restriction does not apply to the delivery of new furniture, appliances, personal items, etc.

5. The costs to repair damage to an elevator, corridor walls and other common elements resulting from move-ins/move-outs are the responsibility of the homeowner of the condominium unit and will be assessed accordingly.
6. Moving vehicles are not permitted to block the front entry or driveway of the building.
7. Boxes or packing material should not be left anywhere in the common areas of the building. Such items need to be carried to the dumpster provided in the recycling area on level P11/10, and cartons need to be flattened prior to deposit in the dumpsters.
8. At no time may the entrance doors or any interior door, hallway or stairwell be blocked with items so as to prevent safe passage in the event of an emergency such as a fire.
9. A security door should never be propped open during a move without it being supervised at all times.
10. The office manager and other staff personnel are authorized to regulate and control move-ins/move-outs in conformance with this rule and, if need be, to disengage the operation of an elevator as a means of enforcement.

It is the intent and desire of management to help facilitate and coordinate move-ins and move-outs and to make them as convenient and effortless as possible for all concerned. At the same time it is important that residents not be unnecessarily inconvenienced or delayed because of interruptions of elevator service or other issues relating to move-ins and move-outs.

## **EMERGENCY CONDOMINIUM UNIT ENTRY**

The constituent document of the Association grant the Association and its representatives the right of immediate entry to all dwelling units in the event of emergency situations, and the right of entry at any reasonable time to make necessary repairs or provide maintenance to the common elements of the Association that are located within the dwelling units. Therefore, it is mandatory that homeowners and/or their tenants see to it that the Association has at all times an operable key to all condominium unit entry doors without exception.

All condominium unit entry door keys will be properly tagged and kept on file in a locked key box located in a secured room off of the lobby Management Office and will not be used or given out without prior written approval of a homeowner or tenant, except in emergency situations that require immediate access in accordance with the preceding paragraph.

Examples of emergency situations that require immediate entry are evidence of the following:

1. Broken water, heating or sewer pipe, or strong indication of same.
2. Flooding from sprinkler system or over-flow from toilet, washer, sink, water or waste line, or strong indication of same.

3. Potential problems that may be the cause of lack of hot water or other type of mechanical issues is adjacent condominium units or those located below.
4. Fire or smoke, or strong indication of same.

If an emergency situation dictates the necessity of immediate entry when a resident is not at home, the following procedures shall be strictly observed in the order listed.

1. A conscientious and diligent effort will be made to locate the particular resident, time permitting, prior to entry.
2. The condominium unit entry door is to be soundly pounded on prior to entry.
3. Whenever possible, more than one staff personnel are to enter at the same time.
4. An appropriate note giving time of entry, purpose and other pertinent detail is to be left in a conspicuous place (kitchen county top), immediately following entry of the unit.
5. The entry, with related detail, is to be appropriately entered into the daily log maintained in the Management Office.
6. Resident is to be contacted by telephone as soon as possible, and then followed up with a written letter outlining all of the facts and circumstances surrounding the emergency entry.

If a key to a particular condominium unit is not on file with the Association, the Association and/or its authorized representative(s) may, if required, use any means necessary to gain access to the condominium unit on the occurrence of 1. or 2. listed above under EMERGENCY SITUATIONS. This would include breaking down the entry door.

When entry door keys are not provided to the Association, homeowners and tenants, as the case may be, shall be liable for the costs of necessary repairs to the condominium unit that result from forced entry on occurrence of an emergency situation that requires immediate access and for any and all types of consequential damages that may result from delay in gaining immediate access to the condominium unit in emergency situations. In addition, a homeowner is subject to sanctions and fines if an operable key to his, her or their condominium unit is not provided.

#### **AUTHORIZED CONDOMINIUM UNIT ENTRY**

Management will provide key access to individual residents who are locked out of their condominium units during regular office hours at a fee of \$10. Prior to or after regular office hours, the resident will need to contact a locksmith directly at the expense of the resident.

A homeowner or tenant may provide a second apartment entry key to be used by a person(s) authorized by the resident in accordance with explicit instructions specified by the resident, in writing, on a standard Key Release Authorization form to be filed in the Management Office. Keys will not be released without the form being completed and left in the Office. Forms are available in the Management Office.

Only the Office Manager has access to these second keys. An authorized person(s) may sign out the key only on weekdays between the hours of 8:00 a.m. and 5:00 p.m., exclusive of holidays. Keys may be returned to the Management Office at any time; however, it is necessary that the Key Sign-Out/Return Log be signed by both the persons returning the key and the desk attendant on duty receiving the key. Management will not sign out or accept return of individual keys except in accordance with the foregoing.

The Key Release Authorization form may be used to permit entry of domestic help, family members, guests, service people, etc. and should include only the names of persons authorized to enter. It may also contain explicit instructions relating to time of day, circumstances, purpose, etc. Authorized persons will be required to show identification when picking up a key. Also, such keys may be checked out by a resident for the purpose of accessing his or her own unit, or by management, if authorized by the resident, for the purpose of entering the dwelling unit to make certain repairs or perform other specified functions. In any event and under no circumstances will the keys be released except during the specified hours and in strict conformance with instructions contained in the Key Authorization Form.

Management and the Association assume no responsibility or liability for the return of the key or for any incident that may occur in the condominium unit during the time that a key is checked out by an authorized person, until such time as the key is returned to the Management Office and the Key Return Log is receipted.

## **PACKAGE DELIVERY**

UPS and smaller package deliveries may be left in the lobby office with the in-residence manager or desk attendant on duty during business hours. Management reserves the right to refuse delivery of perishable items. Homeowners/occupants are expected to pick up packages in a timely manner. It is the responsibility of the delivery person to notify the resident that a package has been left for them in the lobby office. Neither the Association nor Management is responsible for missing or damaged items left in the lobby, office or elsewhere.

## **PETS**

The keeping of neutered domestic cats, small caged birds and fish only are permitted on the premises but not on balconies or decks. The following also applies:

1. Visiting pets of any kind are not permitted anywhere on the premises, even if for only short periods of time.
2. Permitted pets are to be kept under control at all times and must be carried when in any of the common areas including the parking ramp.
3. Cat litter is not under any circumstances permitted to be dropped into the refuse chute. It needs to be secured in double-strong plastic bags and placed in the "kitty litter refuse" located in the recycling area.

## **REFUSE, DEBRIS AND RECYCLING**

1. Garbage, refuse, and vacuum cleaner waste should always be securely wrapped in secured and banded bags before being deposited into the refuse chute located adjacent to



the elevator in the elevator vestibule of each of the residential floors, subject to the following:

- a. Raw meat, poultry or fish should not be placed in the refuse chute; such items should first be cooked to eliminate the strong odor. Alternatively, such items could be kept frozen and disposed of in the refuse chute late in the days on Thursday or Sunday. The compacted garbage/refuse is hauled from the building on the following mornings.
  - b. Without exception, all garbage should be double wrapped and securely banded before depositing into the refuse chute. Please be mindful that dependent on the level of the residential floor, it is a long drop down to the compaction equipment on garage level. Therefore, there is the likelihood of a garbage package breaking when landing in the compaction room and becoming covered with other debris and thus emanating strong and offensive odors.
  - c. Milk and other food containers and meat/poultry wrappers should be totally emptied and rinsed prior to depositing into the refuse chute. Otherwise, liquid containers could explode in the refuse room and depending on the content, become rancid and odorous.
2. Homeowners/occupants should never under any circumstances, attempt to deposit (or force) plants, containers, boxes, glass, bottles, construction debris or other type of large items into the refuse chute.
  3. Refuse, debris, cartons, packing materials, discarded items, etc. should not be left anywhere in the corridors, stairwells, doors, garage areas or any of the other common areas. All such items should always be placed only in the refuse chute, refuse containers, recycling containers or appropriate areas located on garage level. Cardboard boxes should always be flattened prior to disposal in the garage level.
  4. It is the responsibility of individual homeowners/occupants to arrange for the removal of discarded furniture, mattresses, rugs, etc. and building material refuse, and not leave anywhere in the common areas of the building even if only temporarily.
  5. Homeowners/occupants are encouraged to recycle paper, non-food contaminated cardboard, glass, aluminum, tin cans and plastic marked for recycling. These items should be placed in the appropriate recycling containers located on garage level.
  6. Paint, oil, gasoline, batteries, fluorescent tubes or other hazardous waste should not, under any circumstances, be deposited into the refuse containers or left anywhere in the common areas. Homeowners/occupants are requested to take all hazardous waste to a Ramsey County hazardous waste dumpsite.
  7. Christmas trees are required to be placed in plastic bags (available on request from management on a no charge basis) and transported to the exterior front entrance of the building for pick up by the refuse hauler during the month of January of each year on a designated date to be posted in advance in the mail room.

## **GUEST PARKING RAMP SPACES**

1. Guest parking spaces, a total of four (4), are available on a first come basis only to guests and visitors while visiting or staying with persons who reside at City Walk.
2. Homeowners/residents may reserve a parking space in advance with the management office during normal business hours on a first come basis. The maximum reservation period is 72 hours with a maximum of three (3) separate 72 hour reservation periods within any calendar month.
3. There is a charge of \$3.00 for a 0-12 hour period and a charge of \$5.00 for a 12-24 hour period, which charges will appear on individual homeowners' monthly billing statements.
4. Guest parkers must register at the manager office, at which time they will receive a parking ramp access card. The homeowner will automatically be charged \$20, payable in advance, if the parking card is lost, stolen, damaged or not returned on a timely basis.
5. Vehicles parked in unassigned spaces are subject to towing without prior notification and at the expense of the owner of the vehicle.

## **COMMON AREAS AND COMMON ELEMENTS**

1. None of the common or limited common areas should be used by anyone in such a manner so as to interfere with the use and enjoyment of another person(s). Boisterous, noxious or offensive behavior is not permissible.
2. Interior or exterior common and limited common areas or common area facilities are not to be altered, impaired, damaged, removed or decorated.
3. Homeowners/occupants or their service persons or guests should not at any time enter upon the roof of the building except by prior arrangement with management.
4. Homeowners/occupants may not install radio/TV antennas or satellite dishes on the roof or exterior walls of the building. The building is wired for cable television. A satellite dish may be installed on a balcony or patio subject to prior Board approval and in compliance with the following conditions: (i) the dish cannot be larger than one meter in diameter, (ii) the dish cannot be mounted on a balcony railing nor extend beyond the outside edge of the railing of the balcony or of the balcony located directly above the deck and (iii) cannot be higher than 48" from the surface of the balcony or patio to the top of the satellite dish.
5. No signs, advertisements, notices or other lettering graphics shall be exhibited, inscribed, painted or affixed by any homeowner/occupant on any part of the outside/inside of the premises/building.
6. No awnings, signage or other projections shall be attached to the building's outer walls.
7. Residents are to clean up any debris that drops in the common areas of the building when moving items or that results from construction within condominium units.



8. The newly purchased grocery carts should be immediately returned to the designated location on each of the residential floors after each use and not left in condominium units, corridors, elevators, even if only for short periods of time. Designated grocery carts should be used only to transport groceries and other food items. The older carts are available to transfer furniture, luggage, construction material and debris by arrangement with management and are required to be returned to the trash room area located on level P-11 promptly after each use.
9. No devices, decorations, or functional or decorative objects are permitted to be attached to or hung on the exterior of any entry door between a residential unit and the common corridors, nor left in or about the adjacent recessed entryway or common corridor, except the following:
  - a. holiday decorations during the period of December 1 to January 15 of each year (which shall be subject to reasonable safety regulations); and,
  - b. one unobtrusive mechanical (non-electric) doorknocker, which may have an integral nameplate.
10. Personal property of any type or description is not to be left anywhere in the common residential corridors. This includes mats and footwear by entry doors to condominium units, wall hangings, furniture and decorative items on walls or corridors and the corridor side of residential entry doors.
11. Elevator doors can be held open by pressing and holding the "DOOR OPEN" button. When the "buzz" button sounds, the button should be released immediately. The elevator door should never be blocked or jammed open. This could cause a computer disruption and an expensive service call.
12. Smoking is not permitted in any of the interior common areas of the building, nor on the outdoor swimming pool patios on Level A, except within a designated smoking area of the patio. Residents and guests should always be mindful when smoking on a balcony or patio, that smoke may enter open windows and patio doors of neighbors adjoining condominium units.
14. Flyers, advertisements, etc., exclusive of management communications, are not permitted to be placed or hung at unit entrances.

#### **HEALTH CLUB / SWIMMING POOL**

1. The Health Club is open for use daily during the hours of 5:00 a.m. and 12:00 p.m.
2. During the spring and summer seasons the outdoor swimming pool is open from dawn to dusk.
3. All guests are required to be accompanied by an adult resident.

4. Persons under the age of 18 years are required to be accompanied at all times by an adult resident when in the Health Club and when in the outdoor swimming pool. Children under the age of 6 are not under any circumstance allowed to be in the whirlpool.
5. Children are not allowed to play on or near the exercise equipment. Only children who are toilet trained (no diapers) are allowed in the swimming pool.
6. Persons with open wounds, infections or communicable diseases are not permitted in the swimming pool, whirlpool or sauna.
7. Persons are required to shower prior to entering the swimming pool or whirlpool (oils from body lotions, etc. cause malfunctioning of the filter system).
8. Long hair needs to be securely fastened prior to entering the swimming pool.
9. Appropriate attire and footwear is required when going to and from the Health Club and outdoor pool deck. Proper swimwear is required in the swimming pool, whirlpool and outdoor pool deck.
10. The exercise equipment should not be used while wearing wet attire.
11. Radios and playing devices are not to be operated unless earphones are used.
12. Glass beverage containers are not permitted in the Health Club or the outdoor swimming pool deck.
13. The posted Pool Rules should be observed at all times.

## **LAUNDRY ROOMS**

1. Laundry rooms are for the use of in-residence homeowners, tenants and guests only and are not intended for use by others, nor are they to be used to launder items belonging to relatives, friends, etc. who are not residing or staying in an condominium unit.
2. Laundry rooms are available for use only between the hours of 7 a.m. and 10 p.m. daily.
3. Items need to be removed from machines promptly after use. Laundry left in machines after use may be removed.
4. Homeowners/occupants are requested to help keep the washers/dryers/sink and the overall facility clean and orderly. To avoid spillage, special care should be taken to assure that bleach and detergent bottles are tightly secured.
5. Laundry, soap, detergent, etc. should not be left in the laundry room longer than necessary, but not over night.
6. Laundry room lights should be turned off when room is no longer in use.
7. Dying of clothing, etc. is not permitted in the washers, dryers or laundry room sink.

8. Laundry room sinks are for laundering purposes only and are not to be used to clean paint brushes or other non-laundry items or for janitorial purposes. Substances that could stain or cause damage should not be poured into the sink.
9. Only recommended amounts of detergent should be used. Excessive amounts of detergent could cause formation of air bubbles in the waste lines and the potential for water back-up and flooding.
10. To avoid damage to equipment, clothing pockets should always be emptied of gum, pens, etc. prior to use of machines.
11. Machines should never be overloaded as this also has the potential of flooding and damaging the equipment.
12. The lint screen in the dryers should be cleaned out after each use; the loose lint needs to be dropped into the refuse containers located in the laundry room.

## **PARTY ROOM**

1. Reservations for private use of the Party Room may be made only by a resident homeowner or tenant by contacting the Management Office during regular business hours. A copy of these regulations will be provided for applicant signature when a reservation is confirmed.
2. Reservations will be accepted for only one affair per calendar month, per condominium unit. The Association and/or management reserves the right at its sole discretion to decline a reservation request with or without cause if it deems that the reservation request is not in the best interests of the Association. Any such refusal is subject to reversal by the Board of Directors.
3. Reservation requests need to be made at least 72 hours in advance of the requested reservation period but will not be accepted more than six calendar months in advance. The hours of reservation are any time between the hours of 8:00 a.m. to midnight daily.
4. Management staff will unlock the Party Room prior to commencement of an event. Staff will lock and secure the Party Room at midnight prior to departing from the premises.
5. A damage deposit of \$150.00 is to be paid by the applicant when a reservation request is confirmed. It is refundable following an inspection by management personnel. Any charges for cleaning, damage or replacement are to be deducted from the deposit. Charges in excess of \$150.00 in total, will be assessed to the homeowner and appear on the next monthly billing statement.
6. Clean up of the Party Room is required to occur prior to midnight of the day of reservation. Management personnel will conduct an inspection of the Party Room at the earliest possible time following conclusion of the reservation period, but in any event prior to commencement of the next reservation period.
7. Use of the Party Room is limited to thirty (30) persons at any given time; noise and activity needs to be kept to a reasonable level. Guests are not permitted to use the



corridor outside of the Party Room or the lobby vestibule except for ingress or egress. Live music is not permitted.

8. Kegs of beer are not permitted under any circumstances and pursuant to MN State Law, no person under the age of 21 shall be permitted access to alcoholic beverages.
9. Smoking is not permitted in the Party Room at any time. Smoking is permitted only outdoors adjacent to the Party Room.
10. The Party Room may not be reserved or used for commercial events.

## **BALCONIES AND PRIVATE PATIOS**

1. Only outdoor type furniture, plants and planters are permitted on patios and balconies. Patios and balconies are not to be used for storage of any type of items, even during the winter months.
2. Laundry, clothing, rugs, mops, etc. are not to be hung or dusted from windows, balconies or patios, nor draped over balcony railings. Clotheslines are not permitted, even if only temporarily.
3. Wind chimes or bird feeders are not permitted on patios and balconies.
4. The City of St. Paul Fire Ordinance prohibits grilling of any type on balconies or within 15 feet of the building structure. Also, propane tanks are not permitted to be used or stored within 15 feet of the exterior building structure.
5. Items of any type or description may not be draped over or hung from a balcony railing.
6. The feeding of birds on balconies and patios is prohibited.
7. Pets are prohibited on balconies and patios.
8. Hosing or running water is not permitted on balconies. Care should be exercised when watering plants.
9. Residents should take care never to throw or drop debris, waste or cigarette butts and ash from balconies.

## **ASSESSMENTS, INSURANCE, DAMAGE TO PROPERTY AND FINES**

### **ASSESSMENTS**

1. Association assessments are due and payable on or prior to the first day of each month. Fines and any other charges are also due and payable on the first day of the month following the month in which the fine or charges were imposed. An itemized monthly statement incorporating association assessments, fines, if any, and any other charges will be mailed to each homeowner prior to the first day of the month.

2. Homeowners who have delinquent balances outstanding for monthly Association assessments, assessed late payment fees, or any other charges, by resolution of the Board of Directors, are subject to acceleration of monthly association assessments for the balance of the fiscal year and the filing of an assessment lien for the entire delinquent and accelerated amount.
3. In the event of a resolution to accelerate and file an assessment lien, the respective owner shall also be liable for reasonable attorney's fees and costs in connection with the notification, filing and foreclosure, if any, of the assessment lien.
4. Owners who have delinquent balances outstanding in excess of \$20.00 for monthly association assessments, late payment fees, fines and any other charges as of the tenth day of the month will automatically be assessed a late payment fee in the amount of \$25.00.
5. Electronic funds transfer is available.

## INSURANCE

The master insurance policy carried by City Walk Condominium Association does not, under any circumstances, cover personal property owned by homeowners/tenants for any type of loss, regardless of the cause. Personal property includes furniture, clothing, personal effects, jewelry, motor vehicles, bicycles, art and coin collections, etc. Also, the master insurance policy carried by the Association does not provide coverage for carpeting and all other types of flooring, wall coverings, light fixtures, all types of built-ins, appliances, cabinets, window treatments and the costs of water extraction within individual homeowners'/tenants' condominium units. It is important, therefore, that homeowners/tenants include coverage for these items and all personal property under their individual HO-6 Homeowners or Renters Policy.

Neither the Association nor the carrier of the Association master insurance coverage assumes liability for loss or damage to any personal property, improvements defined above or building components located within an condominium unit when, for legitimate reason, coverage on the occurrence of a particular loss is declined by the carrier of the Association master coverage.

Except for the building components and improvements listed above, the carrier of the Association master insurance coverage is responsible for the costs to replace/repair insurable damage to all other building components, less the deductible amount of the coverage, except in certain instances when there is negligence or neglect on the part of a particular owner/resident.

**LOSS ASSESSMENT COVERAGE:** It is important and necessary that the amount of the Loss Assessment Coverage provision in the HO-6 Policy carried by every homeowner/tenant be in the amount of \$5,000. This is to cover any special assessment levied by the Association for the purpose of offsetting the deductible amount that in the future may be provided for in the Association master coverage in the event of a hail/windstorm type of loss. Any such assessment or, alternatively, as an equal basis, whichever method is stipulated, if required, would apply to every homeowner on the basis of pro-rata percentage of ownership, as defined in the Association Declaration. PLEASE NOTE: The aforementioned amount of the Loss Assessment Coverage



provision of the HO-6 coverage should not exceed more than a **\$10** yearly increase in premiums to individual homeowners/tenants. However, it should be noted that some carriers of HO-6 coverage do not have such a provision available in the coverage provided or may limit the amount recoverable for deductible related assessments.

Notwithstanding any of the foregoing, the Association will reimburse a homeowner in the amount of up to \$100 per bona fide loss to personal property, carpeting and all other types of flooring, wall coverings, light fixtures, all types of built-ins, appliances, cabinets, window treatments and the costs of water extraction within an condominium unit when (i) a claim has been accepted and paid by the carrier of a HO-6 Policy with a minimal deductible amount of \$100 and (ii) when the loss did not result from negligence or neglect on the part of the particular homeowner/tenant.

Each homeowner/tenant of the condominium unit shall be liable for the expense of any maintenance, repair or replacement to the condominium unit or those of other homeowner's condominium unit rendered necessary by his act or neglect or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the net proceeds of insurance coverage carried by the Association or the HO-6 Policy carried by the homeowner/tenant or another homeowner/tenant, and that in the event that there are proceeds of insurance coverage, the homeowner/tenant shall hold the Association harmless to the extent of the deductible amount stipulated in the insurance policy. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any unit or its appurtenances. An HO-6 Policy also includes liability coverage for accidents and acts of negligence.

IN SUMMARY: It is essential that City Walk Condominium Association homeowners/tenants carry an individual HO-6 Policy (and Renters Policy, if applicable) in an amount sufficient to cover the value of all personal property, the improvements specified above and building components located within a residential or commercial unit, which, for legitimate reason, coverage of the occurrence of a particular loss is declined by the carrier of the Association's master coverage and that the HO-6 Policy includes a Loss Assessment Coverage provision to an amount of \$5,000.

The higher the deductible amount of the HO-6 Policy coverage that is purchased, the lower the premium amount. Conversely, the lower deductible amount of the coverage purchased, the higher the premium amount. Notwithstanding, a deductible amount of \$100 is recommended. The foregoing information regarding deductible amounts does not in any manner affect the need to increase the amount of the Loss Assessment Coverage provision to \$5,000.

## **SANCTIONS AND FINES**

The sanctions and fines described shall be in addition to, and not as substitutes for, any rights or remedies which the Association otherwise has at law or under the Declaration, By-Laws and any amendments thereto. Association members are responsible for the conduct and actions of their tenants and guests and are subject to sanctions (and fines) for any usage contrary to the Rules and Regulations of City Walk Condominium Association (the "Association").

## PROCEDURES

Any complaint or information relating to any alleged violation of the Association's Declaration, By-Laws, or Rules and Regulations may be made by any person to managing agent or the Association. At such time as such information is received by managing agent, the agent shall take all those steps reasonably necessary to investigate the truth and circumstances bearing on the allegations to determine whether there is reason to believe that the allegations are true and whether, in the agent's judgment, the severity of the violation is of such a nature that a request for sanctions as opposed to a written warning is necessary.

In the event managing agent, after investigation into the facts and circumstances involved, find there is reason to believe that a violation has occurred and that it is of such a nature that a request for sanctions should be made, it shall forthwith deliver to the member involved reasonable written notice: (a) that managing agent have received information of a violation, (b) the nature of the violation, (c) the possible sanction which could be imposed pursuant to this resolution, (d) the time and place at which agent will present the facts and circumstances involving the violation at a hearing before the Association's Directors, and (e) an invitation to the members to be present at such hearing for the purposes of being heard and presenting evidence bearing on the alleged violation.

After such time as the Board has heard all evidence bearing on the alleged violation from managing agent, the member involved, or any other with knowledge thereof, it will deliberate and determine whether a violation has occurred, assessing such sanctions pursuant to this resolution as is reasonably deems fit. If the member involved fails to appear at the scheduled hearing, the Board may proceed without a member. Written notice of the board's decision shall be given to the member following the hearing.

While strict rules of evidence will not be required, the Board shall give both the agent and the member involved adequate opportunity to be heard, present evidence and make inquiry of the other's witness or witnesses, and shall give greater weight to evidence from first-hand knowledge than to evidence having as its source a person not present. The Board may utilize its discretion in assessing sanctions within the ranges prescribed in this resolution and may consider the severity of the violation, its harm or potential harm to the Association members or common facilities and its repetitious nature. Notwithstanding the foregoing, the provisions of the Declaration shall control in the event of any conflict with these Rules and Regulations.

## SANCTIONS RELATIVE TO NONCONFORMING USES:

Any Association member, or his or her family or tenants, or their guests, using a unit contrary to the provisions contained in the Association's Rules and Regulations in effect at the time shall subject the member or tenant to the following:

- a. Upon a finding by the Board of Directors of such a violation, a fine up to \$300; and/or,
- b. After receiving notice that the Board has made a finding of such a violation and the homeowner fails to cease or cure the use after such reasonable time as set by the Board, a fine of up to \$50.00 per day until the use is discontinued or cured; and/or,

- c. Upon finding by the Board of such a violation the suspension (for the period of the violation and up to 30 days thereafter) of the member's right or of his or her family's or tenants rights to use certain recreational or common facilities (other than Limited Common Areas appurtenant to the member's unit, utilities, or rights to ingress and egress).

### **SANCTIONS RELATIVE TO CHANGES OR ALTERATIONS AFFECTING COMMON FACILITY OR EXTERNAL APPEARANCES**

Any Association member or his or her family or tenants, or their guests, making any change, alteration or use affecting the Common Area and Facilities or any external appearance contrary to the Association's Rules and Regulations in effect at the time, or who shall fail to fulfill his maintenance or repair obligations as provided in the Association's Rules and Regulations in effect at the time, shall subject the member to the following:

- a. Upon a finding by the Board of Directors of such a violation, a fine of up to \$300; and/or,
- b. Upon a finding by the Board that such a violation has occurred, the Board may demand that the offending member, at such reasonable time set by the Board, restore the condition involved so that the common facility or external appearance is as it existed prior to the change or alteration; and/or,
- c. After the board caused the offending member to received notice that it has found a violation and it has demanded a restoration in accordance with the immediately preceding paragraph, and such restoration has not taken place, a fine of up to \$50.00 per day for each day that the restoration is not completed; and/or,
- d. Upon a finding by the Board that a violation has occurred and the failure of the offending member to restore the change or alteration is provided for in Paragraph b above, the Association shall have the right to restore the change or alteration, with the attendant right to enter the unit if necessary, charging the member with an assessment equal to all of the Association's costs and expenses involved; and/or,
- e. Upon finding by the Board of such violation, the suspension (for the period of the violation and up to 30 days thereafter) of the member's right or of his or her families or tenant's rights to use certain recreational or common facilities (other than Limited Common Areas appurtenant to the member's unit, utilities, or rights to ingress and egress).

### **SANCTIONS DEALING WITH MEMBER'S OR TENANT'S OR GUEST'S CONDUCT**

Any Association member or tenant or guest engaging in conduct contrary to the provisions contained in the Association's Rules and Regulations in effect at the time, shall subject the member to the following:

- a. Upon each finding of such a violation by the Board of Directors, a fine of up to \$100; and/or,



- b. After receiving notice that the Board has made a finding of such a violation and the member fails to cease or cure the violation after such reasonable time as set by the Board, a fine of up to \$20.00 per day until the use is discontinued and cured; and/or,
- c. Upon finding by the Board of such violation, the suspension (for the period of the violation and up to 30 days thereafter) of the member's right or of his or her family's or tenant's rights to use certain recreational or common facilities (other than limited to Common Areas appurtenant to the member's unit, utilities or rights) to ingress and egress).

\* \* \* \* \*



# **City Walk Condominium Association**

## **Revision to Rules and Regulations**

### **RULES AND REGULATIONS**

#### **Balconies and Private Patios**

By resolution of the Board of Directors of City Walk Condominiums Association, the Rules and Regulations in effect at City Walk relating to grills on balconies that was for clarification purposes amended on May 18, 2010, is hereby revised for further clarification as follows:

- 4. Grills are prohibited (not allowed) from being used on any Balcony or Private Patios.**

**The above is effective on June 15, 2010.**

All other provisions of Balconies and Private Patios of the Rules and Regulations remain in effect as stated in the current documents.

**Adopted by the Board of Directors of  
City Walk Condominium Association  
on May 18, 2010 to be  
effective on June 15, 2010.**

## RESOLUTION

### CITY WALK CONDOMINIUM ASSOCIATION

The Board of Directors hereby rescinds the DAMAGE TO PERSONAL PROPERTY, IMPROVEMENTS & BETTERMENTS AND COMMON ELEMENT/ OWNER LIABILITY portion of the Rules & Regulations that was adopted by the Board on May 13, 1993.

Effective September 1, 2010, the Master Insurance Policy provided by the Association shall provide coverage in accordance to the Associations governing documents.

Board of Directors

City Walk Condominium Association

By Rod Halvorson

Rod Halvorson, President

Date: 8/28/2010

Attest:

Mary Lou Sirignano

Mary Lou Sirignano, Secretary

Date: 8/30/2010

# CITY WALK CONDOMINIUM ASSOCIATION

## Revised Amendment to Rules and Regulations

### Rental Policy

By resolution of the Board of Directors of City Walk Condominiums Association, the Rules and Regulations in effect at City Walk relating to the rental policy that was for clarification purposes amended on August 18, 2009, is hereby revised for further clarification, as follows:

6. For units purchased after September 1, 2009, Unit Owners are required to own a Living Unit for a minimum of two (2) years prior to leasing the Unit. Notwithstanding the aforementioned statement, the Board retains the right to make exceptions, on an individual basis, for a Unit Owner's hardship.

The above is effective on September 1, 2009.

All other provisions of Rental of Condominium Units of the Rules and Regulations remain in effect as stated in the current documents.

**Adopted by the Board of Directors of  
City Walk Condominium Association  
on August 18, 2009 to be effective on  
September 1, 2009.**



## GRILLING AT CITY WALK

Gas or electric grilling is permitted on the private balconies and decks of the living units with the following exceptions / requirement / safety precautions:

1. Charcoal grilling is prohibited. Charcoal / lump charcoal / charcoal briquette type grills (or any grill type requiring cinder or ash disposal) are prohibited.
2. Use of charcoal starter or other flammable fluid is prohibited.
3. Grills shall be used in accordance with manufacturer's instructions.
4. Grill propane tanks shall not exceed twenty (20) pound capacity.
5. Use of the City Walk elevators transport of either one (1) pound or twenty (20) pound propane tanks is permitted. However, the tanks cannot be stored on the elevators, inside of the building, elevator shafts, stairwells or other indoor locations.
6. Grilling on twelfth (12<sup>th</sup>) floor wood -clad decks and balconies is also permitted with the following provision: Grills shall be placed a minimum of a twenty-four (24) inch clearance from wood walls, wood decking or other combustible material when heated and in use. After cooling and when not in use, grills can be stored without regard to the clearance requirement.
7. Always be present when cooking using grills. Unattended cooking is prohibited.
8. Insure grills are turned off and are extinguished once grilling / cooking is complete.
9. No grilling after 10 p.m.

# CITY WALK CONDOMINIUMS

## Revision to Rules and Regulations

### HEALTH CLUB HOURS OF OPERATION - RULES AND REGULATIONS

#### Health Club

Item # 1 Health Club is 'revised' to allow for the hours of use within the Health Club at City Walk Condominiums provided:

1. The Health Club is open for use daily during the hours of **5:00 a.m. and 12:00 a.m.**

Item # 3 has been 'revised' as follows:

3. All guests are required to be accompanied by an adult resident in the Health Club and Pool Areas at all times.

Item # 14 has been 'added' as follows:

14. Please lower weights down gradually. Do 'NOT' drop weights. Weights are 'NOT' allowed to be used after 10:00 p.m. daily. Please be respectful of surrounding units.

All other provisions of Health Club, of the Rules and Regulations, remain in effect as stated in the current documents.

Adopted Revision and Addition by the Board of Directors  
City Walk Condominium Association  
on May 20, 2014  
effective June 1, 2014.

# **CITY WALK CONDOMINIUM ASSOCIATION**

## **PARTY ROOM RENTAL AGREEMENT**

NAME of RENTER(s): \_\_\_\_\_ UNIT #: \_\_\_\_\_

EMAIL: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

REQUESTED DATE OF RENTAL: \_\_\_\_\_ TIME OF RENTAL – FROM: \_\_\_\_\_ TO: \_\_\_\_\_

**(Available party room hours – 8:00 a.m. – 10:00 p.m.)**

DAMAGE DEPOSIT: \$300 (applied to HOA account if damages occur during rental period)

If the party room keys/remotes are lost, contact the CWC Management office immediately.  
The person(s) renting is responsible for the cost of replacement of lost keys/remotes.

### **PARTY ROOM RULES & REGULATIONS:**

CWC Office – EMAIL: [citywalk@cedarmanagement.com](mailto:citywalk@cedarmanagement.com) PHONE – (651-221-0298)

- 1) Reservations for private use of the party room/deck may be made by any resident. The resident is required to be at the event in its entirety. Contact the CWC management office during regular business hours to request a reservation.
- 2) Management staff will conduct an inspection of the party room with the Renter prior to the rental and after its cleaning. Renters should notify the staff when they are ready for walk through. Staff will make every effort to accommodate their schedule.
- 3) CWC is not responsible for Renter's or their guests' personal property that is lost, stolen, or left behind. If found, left behind property will be returned at the expense of the Renter.
- 4) CWC and its officers or employees are not responsible for any accidents, injuries or illness that occur at CWC due to the actions or behavior of the Renter or their guests. By signing this agreement, the Renter agrees that they and their guests assume risk of harm arising from their use of CWC party room/deck. For purposes of this agreement, CWC includes the structure(s), contents, and areas around structure that are owned by CWC.
- 5) A damage deposit of \$300 is held for damages, cleaning, or replacement of party room items. The Renter agrees to return the CWC party room/deck to the condition in which it was found. Any damage to the building or its furnishings caused by the Renter, or their guests, is the Renter's responsibility. The \$300 damage deposit and any accessed damage charges will be applied to the Renter's HOA account and appear on the next billing cycle.



**6) FURNITURE SHOULD NOT BE MOVED in the ROOM**

- 7) Cleaning of the party room needs to occur immediately following the event. All garbage needs to be disposed of properly or taken to the P11 recycling/garbage area.
- 8) Driving nails, tacks, staples or screws into the floors, walls, ceilings, tables, or chairs is prohibited. No tape is allowed on walls/surfaces. A fee may be assessed for removal/damage caused by these items. Candles are not permitted inside the building or on the building grounds at any time.
- 9) No glass bottles, confetti, candy sprinklers, rice or glitter may be used in the building or on the building grounds. Fireworks/sprinklers are not permitted.
- 10) Use of the party room is limited to 30 people. Noise needs to be kept at a reasonable level & party room door closed. Guests are not permitted to use the corridor outside of the party room or in the lobby vestibule except while entering or leaving the room.
- 11) Kegs of beer are not allowed. No one under the age of 21 shall be permitted access to alcoholic beverages. Only electric grills are allowed on the deck area.
- 12) Smoking is not permitted in the party room/deck or on CWC property in its entirety.
- 13) During the months the pool is open, no wet towels or swimsuits are allowed in the party room. The restroom in the exercise room should be used if leaving the pool.
- 14) By signing this agreement, the Renter agrees to indemnify, defend, and hold harmless CWC and its officers, employees, and managing agent, for all claims, disputes, litigation, judgements, costs, and attorney fees resulting from loss, damage or injury arising from or caused by the Renter's negligence or recklessness or by Renter's guests at CWC.
- 15) CWC may terminate this agreement, evict the Renter and any, or all, of the guests and retain the security deposit if the Renter and/or a guest violates the agreement, or if:
  - a. unruly behavior at the event causes harm or risk of harm to another person
  - b. unruly or negligent behavior at the event causes material damage to CWC and/or its furnishings
  - c. Renter(s) or their guest(s) overstays beyond the departure date/time. This termination claim does not limit the amounts recoverable from the Renter for damages, repairs and/or clean up.

CHECK- IN TIME: \_\_\_\_\_

CHECK-OUT TIME: \_\_\_\_\_

**TABLETOPS/CHAIRS CLEAN:**

**FURNITURE IN PLACE (party room/deck):**

**FLOORS/RUG CLEAN/VACUUMED:**

**GARBAGE REMOVED (properly disposed):**

**STOVE/OVEN/MICROWAVE CLEAN:**

**REFRIGERATOR/FREEZER CLEAN:**

**KITCHEN SINK/COUNTER TOPS CLEAN:**

**BATHROOM CLEAN:**

**DECK (if used):**

**KEYS/REMOTES:**

**TABLETOPS/CHAIRS CLEAN:**

**FURNITURE IN PLACE (party room/deck):**

**FLOORS/RUG CLEAN/VACUUMED:**

**GARBAGE REMOVED (properly disposed):**

**STOVE/OVEN/MICROWAVE CLEAN:**

**REFRIGERATOR/FREEZER CLEAN:**

**KITCHEN SINK/COUNTER TOPS:**

**BATHROOM CLEAN:**

**DECK (if used):**

**KEYS/REMOTES:**

Damages assessed/Other Comments:

\_\_\_\_\_  
SIGNATURE – RENTER

\_\_\_\_\_  
SIGNATURE – CWC STAFF

\_\_\_\_\_  
SIGNATURE – RENTER

\_\_\_\_\_  
SIGNATURE – CWC STAFF

**ACKNOWLEDGEMENT OF RULES**

**By signing this Party Room/deck agreement, I acknowledge that I have read and do understand it, and that I accept its conditions and agree to abide by them.**

\_\_\_\_\_  
SIGNATURE OF Renter (homeowner or tenant)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF CWC STAFF

\_\_\_\_\_  
DATE

***CWC PARTY ROOM RENTAL AGREEMENT***  
***CHECK-IN & CHECK-OUT LIST***

For Office Use Only – copy to Renter

Renter: \_\_\_\_\_ Unit: \_\_\_\_\_ Date: \_\_\_\_\_

Adopted by CWC Board of Directors – revised May 1, 2023 – To be effective immediately. The revision to the CWC rules and regulations replaces the original rules in place on pages 21-22, Protocol 1 through 10.

\_\_\_\_\_  
Signature *CWC President*

\_\_\_\_\_  
Date *5/05/2023*



# City Walk Condominiums

In an executive session on November 19<sup>th</sup>, 2023, the Board of Directors adopted and revised the key access rule named Authorized Condominium Unit Entry found on pages 15 and 16 in the CWC Rules and Regulations.

**Entry Authorization-Key Release Policy-** All on-site staff now have access to the key box as of November 17, 2023.

A Resident may leave a CWC unit key with any Management on-site staff member. The key should be placed in an envelope marked with the unit number and the name of the person picking up the keys. On-site staff **must** check the ID of the person picking up the key before giving it out.

If the key is going to be returned to the front desk, then the staff should hold the ID of the person until the key is returned.

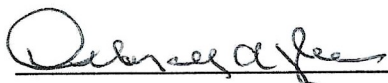
If during business hours the on-site staff can assist in giving unit key access to a resident or authorized service people at no charge.

If it is after hours, then the resident must call a locksmith. The number for Kat Keys (the closest locksmith) is programmed into the call box.

**On-site cannot enter resident units for any reason except for mandatory and emergency maintenance.**

The resident key box is double locked in the main office where the key box keys are kept secure.

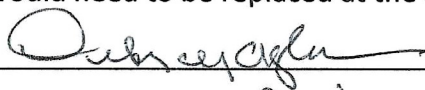
Management and the Association assume no responsibility or liability for the return of the key or for any incident that may occur in the condominium unit during the time that a key is checked out by an authorized person, until such time as the key is returned to the Management office and the key log is receipted.

  
\_\_\_\_\_  
Signature CWC President

11/19/2023  
\_\_\_\_\_  
Date

## City Walk Condominiums

An adopted interim decision was made on September 18<sup>th</sup>, 2023, to revise the rule for FOBS. FOB cost increased from \$50 for additional FOBS to \$100, unless record is found they purchased a FOB in the past for \$50. It would then be \$50 for an additional FOB. Any lost or stolen FOBS would need to be replaced at the \$100 charge.

  
\_\_\_\_\_  
Signature CWC President

9/18/2023  
\_\_\_\_\_  
Date