



**121 Washington Avenue South
Minneapolis, MN 55401**

**OPERATING POLICIES AND
PROCEDURES
2012**

INTRODUCTION

The Crossings Condominium Association, 121 Washington Avenue South, Minneapolis, MN, is comprised of 305 residential units. This manual contains information, rules, regulations and policy statements established by the Crossings Board of Directors and intended to ensure and enhance the quality of life for all who live at the Crossings.

According to the Crossings Bylaws and Minnesota Statute Chapter 515B the Board of Directors has the power and the duty to establish and amend rules and regulations respecting the use of the property.

The rules, regulations and policy statements in this manual are binding on all Crossings homeowners and residents.

MANAGEMENT OFFICE

The management office, located in the first floor lobby, is staffed 24 hours a day, seven days a week. The phone number is 612-332-6850. The office manager is on duty from 7:00 AM to 3:30 PM, Monday through Friday. The management office is the place to:

- Schedule a move in or a move out of a residential unit.
- Purchase a security card or fob. Report a problem with a security card or fob.
- Pick up a package delivered by UPS, US Postal Service, Fed Ex, DHL or courier.
- Schedule a delivery involving use of an elevator.
- Request parking for a guest, private contractor or service provider.
- Schedule use of the Party Room.
- Pay your monthly assessment.
- Make a request for repair service.
- Purchase a replacement filter for your fan coil unit.
- Arrange for disposal of large household items and hazardous waste.
- Register a pet, bicycle or motorcycle.
- File the required documents if you want to rent out your residential unit.
- Report a problem in the building such as a water leak.
- Make a complaint about noise.
- Register to access the Crossings website.
- Pick up a copy of the minutes from a recent Board of Directors meeting, if you don't have internet access.
- Get help if you are locked out of your unit.
- Ask any question about the Crossings.

PACKAGE DELIVERY

Parcels and packages delivered by US Postal Service, UPS, Fed Ex, DHL and other couriers are received in the management office and kept there until picked up by residents. Residents receiving a parcel or package via the US Postal Service receive a notice in their locked mailbox. A notice listing unit numbers of residents receiving UPS, Fed Ex, DHL or other courier delivery is posted daily in the mailbox area. Residents may pick up and are required to sign for parcels and packages in the management office.

REPAIR SERVICE

The Crossings has a Building Engineer on staff. His primary responsibility is maintenance and repair of mechanical systems and common elements in the building. He is available, when his schedule allows, performing limited repairs in residential units for a fee. He does not repair household appliances.

All requests of the Building Engineer for repair service in residential units are to be made through the management office (612-332-6850) or the Crossings website.

THE CROSSINGS WEBSITE

The Association's internet address is www.minnesota.fsrconnect.com/Crossings. All communications are posted on the website including: Board of Directors meeting agendas and minutes, management letters and special notices. Information regarding insurance, the Association's operating budget and capital plan are also available. Homeowners can also file requests for repair service.

Contact the management office (612-332-6850) to learn how to register to access the website.

GUEST PARKING

Any resident seeking temporary parking in the Crossings parking garage for a guest, private contractor or service provider should contact the management office (612-332-6850). Space is always limited. Any available space is offered on a first come first served basis.

Parking in the Crossings parking garage for guests, private contractors or service providers is extremely limited. All of the parking spaces in the parking garage are privately owned by Crossings homeowners, Commerce at the Crossings business owners or the Association.

The Association owns seven parking stalls, five that are designated "M". These stalls are primarily for use by building staff who live off-site, contractors working for the Association, and others doing business with the Association. These stalls are occasionally available for use by Crossings residents as temporary parking for guests, private contractors and service providers. Arrangements must be made through the management office (612-332-6850) prior to parking any vehicle in any of these stalls.

The primary source of temporary parking for guests, private contractors or service providers in the Crossings parking garage stems from the generosity and cooperation of Crossings homeowners. Homeowners may, at their own discretion, allow the management office to permit the temporary use of their parking space. Homeowners who wish to allow for this temporary use of a parking space should be careful to specify the exact dates and times the space will be available when notifying the management office (612-332-6850).

The Crossings by-laws prohibit the leasing of garage parking spaces to anyone other than Crossings residents or owners of Commerce at the Crossings units or their employees.

Table of Contents

<u>Board of Directors/Management/Operating Personnel</u>	
Board of Directors	5
Management	5
Operating Personnel	6
Policy on Association Member Inspection of Books and Records	6
<u>General Operating Policy</u>	
Privacy of Residents	7
Solicitations	7
Noise and Disturbances	7
Common Areas	8
Safety and Aesthetics in Common Areas	8
Visitors/Guests	8
Use of Individual Dwelling Units	9
Laundry Facilities	10
Laundry Room Etiquette	11
Party Room	11
Moving and Deliveries	12
Contractor Use of the Elevators	13
Additional Building Stairwell Access	13
Grocery/Luggage Carts	13
Bicycles, Roller Skates and Skateboards	13
Pets	13
Refuse and Debris	15
Remodeling and Construction Guidelines	16
Mechanical Systems	17
Central Heating and Air Conditioning System	19
Resolution of Faucets and Shower Valves	21
Assessment Due Date	21
Assessment Due Policy	22
Fines and Sanctions	22
Insurance	24
Damage to Units	25
Assessment of Deductible Amounts	26
Sale of Personal Property and Estate Sales	27
Non-Owner Occupancy	27
<u>Garage/Parking Areas</u>	
Garage – Entry, Exit and Vehicle Operation	30
Interior Parking Spaces	31
Motorcycle Parking	31
Storage Lockers	31
Common Area Storage Resolution	32
Exhibit A to Storage Locker Resolution	34
Exterior Parking	35
<u>Building Exterior and Balconies</u>	
Building Exterior	35
Balconies	35
<u>Security Operating Policy</u>	
Security Door Cards	36
Security and Garage	36
Lobby Management Office	37
General	37
<u>Apartment Entry Operating Policy</u>	37
Emergency Entry	37
Authorized Entry	38
Entry of Real Estate Agents	39
Weekend, Holidays, & Nighttime Access by Residents	39
<u>Recreation Facilities Operation Policy</u>	39
<u>Emergency Procedures</u>	43
<u>Appendices – Commonly Used Forms</u>	48

BOARD OF DIRECTORS

1. The Board of Directors schedule meetings from time to time to consider and act upon all pending matters. Residents will be notified in advance when open forums for residents are scheduled. In accordance with the Associations' Declaration and By-Laws, Board of Directors' Meetings may be open or closed at the discretion of the Board.
2. Residents who wish to communicate any particular matter, concern or complaint should first direct same to management. If any resident feels that staff or management is unresponsive, they may direct their comments directly to the Board of Directors. The Board prefers that this be done in writing and forwarded to the President of the Board. Written communications will be properly responded to at the earliest possible time, or taken up at the next scheduled Board Meeting, if appropriate.
3. The Operating Policy and all revisions are subject to change from time to time at the discretion of the Board of Directors; provided, however, that the Operating Policy and revisions do not contravene provisions contained in the Associations' Declaration or By-Laws.
4. No provisions contained in the Operating Policy and any revisions shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

MANAGEMENT

1. Personnel in residence are to enjoy the same privileges and observe the Operating Policy in the same manner as other residents. It is expected that resident personnel be treated with respect and dignity to the same extent as other residents.
2. Residents are requested to communicate complaints, matters of concern or grievances involving management, policy or personnel to FirstService Residential or the Board of Directors but not to staff personnel.
3. Residents are respectively requested to make every effort not to needlessly intrude on the privacy or leisure hours of live-in staff personnel, particularly in the evenings and on weekends or holidays. In the event of an emergency situation or on matters of importance requiring immediate attention when security attendants, for whatever reason cannot be reached, residents should call FirstService Residential, telephone 952-277-2700 and follow the prompts.
4. Management will not release names, telephone numbers, apartment numbers or other information concerning individual residents without express written authorization from residents. Lists of residents' names cannot be released without authorization of the Board of Directors.
5. Staff personnel and operating staff are direct employees of FirstService Residential which, under agreement with the Condominium Homeowners Association, provides professional management services to the Association. It is contemplated that FirstService Residential will continue as managing agent indefinitely; the Board of Directors or FirstService Residential may terminate the Management Agreements at any time by serving a sixty (60) day written notice of termination upon the other party.

OPERATING PERSONNEL

1. Staff personnel, under the direction and supervision of FirstService Residential, are responsible for the general housekeeping, day-to-day maintenance and upkeep of the public areas, security and certain managerial functions. Personnel will be accountable to management only and, within reason and when appropriate, serve the individual needs of residents when in the overall best interest of the Association.
2. Staff personnel, support personnel and tradesmen are instructed not to accept gifts, gratuities or compensation from residents. A modest "gift" or gratuity, even though it is not necessary or expected, is acceptable on a one-time basis during the Holiday Season, cash contributions to the Staff Holiday Gift Fund for on-site personnel is preferred.
3. Staff personnel, support personnel and tradesmen are instructed not to accept any part-time or off-hour employment or assignments or contract work from residents.
4. Residents are requested not to ask nor expect staff personnel to provide personal services or accommodations that are beyond the scope of their duties or that do not directly benefit the Association as a whole.

POLICY ON ASSOCIATION MEMBER INSPECTION OF BOOKS AND RECORDS

The Minnesota Non-Profit Corporation Act and The Crossings By-Laws require that the books and records of the Association be available for inspection by Association members during reasonable business hours and at a reasonable time and place for a legitimate business purpose.

Whereas the Association must maintain proper control over review of books and records to ensure that records are not misplaced, taken and not returned, or altered;

Whereas such control requires preparation, management and oversight by the office staff;

Whereas the Association may maintain closed files for privileged information related to personnel matters, legally adversarial proceedings including homeowner misconduct issues;

Be it resolved that requests by Association members for inspection of the books and records must be in writing and directed to the Office Manager of the Association specifying the legitimate business purpose for the request and the specific document(s) or file(s) that the Association member wishes to review.

Be it resolved that the Office Manager of The Crossings shall make arrangements to make such documents available on a reasonable schedule within five business days with appropriate control of the documents by the management office the nature of which may vary depending on the documents involved.

Be it resolved that photocopying of books and records requested of the office will be performed on a reasonable schedule at the standard copy rate of the office and at the expense of the Association member placing the request. A reasonable schedule shall generally be within five business days of the request unless photocopying of a large number of documents is requested.

Be it resolved that privileged documents including minutes from permissible private meetings of the Board on matters of personnel, homeowner conduct, or legal matters of the Association shall remain privileged unless and until it is determined by the Board of Directors or the affected homeowner(s) that this information is no longer privileged.

PRIVACY OF RESIDENTS

1. Residents should choose for themselves, on an individual basis, how friendly or private they care to be with neighbors and others. It is extremely important, therefore, that residents and management respect the privacy limits of others. Residents are requested not to knock on doors or ring doorbells of other residents when not invited.

SOLICITATIONS

1. Solicitors and canvassers should not be allowed in the building. Residents, 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.
2. Residents should not post any advertisements or posters of any kind in or on the interior or exterior common areas. This includes balconies. The only exception is the mail room bulletin board. The Board of Directors may impose standards for use of the bulletin board. No advertising matter of any kind is to be placed in the interior of any unit so as to be visible from the outside of the dwelling unit.
3. Circulars, fliers or any form of written material should not be placed by or under apartment doors without express approval of the Board of Directors.
4. Candidates for public office will be granted access to the building in accordance with Minnesota State Statute.

NOISE AND DISTURBANCES

1. No part of the common areas should be used by anyone in such a manner so as to interfere with the use and enjoyment of dwelling units or the common areas by others.
2. Residents are respectfully requested to be mindful of their neighbors when entertaining guests, using stereo equipment or amplifiers and playing instruments. The noise level in relationship to the hour of the day should always be considered.
3. Residents are asked to curtail activities such as music, parties and loud conversation on individual balconies or decks after 11 p.m.
4. It is the resident's responsibility to see that children are controlled at all times and that they not be allowed to run, jump or make unreasonable disturbances within the dwelling units, corridors, Skyway Lounge and recreational areas.
5. When possible, residents are respectfully requested to refrain from using disposals, dishwashers, washers and dryers after a reasonable hour in the evening. There are, of course, times when it is necessary and unavoidable.

COMMON AREAS

Conduct and Appearance in Common Areas:

1. Residents and guests should wear appropriate attire at all times in the common areas.
2. Smoking in any of the interior common areas is strictly prohibited. This includes elevators, lobbies and upper floor corridors, exercise room, party room, laundry rooms, library, stairwells, and garage.
3. Food or drink is not permitted in the lobby area, elevators, corridors, stairwells or garage areas except when being transported in covered containers.
4. Boisterous, noxious or offensive activity that may be or become an annoyance or nuisance to other residents is not permissible.
5. Entrances, garages, stairwells and corridors should not be obstructed, encumbered or defaced in any manner or used for any purpose other than entering or leaving the premises.
6. Common areas, common area property and common area facilities are not to be altered, impaired, damaged or removed.
7. Garbage cans, trash barrels or any type of personal property or refuse, debris and discarded items are not to be left or placed, even temporarily, in any of the common areas and facilities except where designated in the garage areas.

SAFETY AND AESTHETICS IN COMMONS AREAS

All common corridors and stairwells are to be kept free of all personal items that rest on the floor or hang on walls and doors such as plants, mats, rugs, footwear, decorative items, etc.

1. Holiday decorations on apartment entry doors are allowed during the period from December 1 to January 15 of each year (which shall be subject to reasonable safety regulations by the Board of Directors).
2. One mechanical (non-electric) door-knocker, which may have an integral nameplate, is allowed.

VISITORS/GUESTS

1. A telephone security system is located in the lobby vestibule area for callers and visitors to communicate with residents. A caller or visitor should dial the assigned security code number listed on the wall directory. Residents desiring to admit a caller or visitor through the lobby security door should press "9" on his or her telephone. Residents should inform callers and visitors of their unit number.
2. The following types of activities cannot be allowed in any unit or upon the condominium premises due to their potential for disturbance to residents and the security problems raised:
 - A. Auctions, public or non-invitational sales or estates, or any other form of "open house" events. Real estate "open houses" are permitted provided that either the homeowner or agent is in the lobby at all times to escort visitors to and from a unit.
 - B. Publicly advertised or non-invitational parties, entertainment or event.

USE OF INDIVIDUAL DWELLING UNITS

1. Dwelling units and all common and limited common areas are to be used for private residential purposes only, including parking areas; dwelling units shall be occupied and used only by holders of an interest, their families and social guests and for private residential purposes only.
2. Residents may not conduct a business or practice a profession within or from a dwelling unit regardless if either are for profit or not, unless either does not require business associates, customers or clients to visit the premises except only on occasion.
3. A dwelling unit may not be used for any unlawful purposes and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction are to be observed.
4. Residents should always run the tap water in the sink at the time when using the garbage disposal. The cold water tap should be left running for approximately 30 seconds after the disposal is turned off. This practice will prolong the life of the disposal and help to reduce clogging and buildup in the waste lines.
5. All radio, television or other electrical equipment of any kind or nature installed or used in any dwelling unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and other public authorities having jurisdiction. Radio transmission of any type is not permitted.
6. Residents are not to install or operate any machines, refrigeration or heating devices or air conditioning apparatus, other than common household appliances and the equipment that is part of the common elements of the property. Gasoline or other explosives or dangerous articles are not to be brought in or used on the premises.
7. Windows and patio doors should be closed when necessary to avoid possible damage from storm, rain or freezing.
8. In the interest of conservation, water should not be left running unnecessarily for any period of time.
9. Toilets and other plumbing equipment are not to be used for purposes other than for what they were intended when installed. Sweepings, rubbish, debris, rags, papers, ashes or other foreign articles or substances are not to be put into drains or flushed down toilets. Damage to property of others and the Association, resulting from misuse of water closets, drains and plumbing equipment is the responsibility of the resident.
10. Residents are required to keep dwelling units and assigned storage locker spaces in a reasonable state of cleanliness and thus avoid the presence of rodents and noxious odors.
11. 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 trees should be bagged before they are carried into or out of the building.
12. Residents should replace the air filters in the blower unit located in each dwelling unit on a regular basis, and, perhaps, more frequently during the cooling season. Management maintains a

supply of these filters for purchase by residents.

13. Management will do its best to provide and/or arrange for all types of repair and maintenance services and serve the needs of residents when practical and in the best interests of the Association. All requests should be made directly to management. Charges for work and services that are not the responsibility of the Association will be billed to residents directly.
14. Kitchen exhaust fans should be turned on at full speed and at all times when the range burners and/or ovens are being used in the preparation of food.
15. Residents who smoke regularly in their apartments should prevent smoking odors from migrating to other apartments and keep kitchen and bath fans running to freshen the air.
16. The furnace room in each dwelling unit should not be used as storage as any obstruction in air circulation around the fan reduces the efficiency and may result in unnecessary damage.
17. Residents should not store or keep coal or any combustible, flammable or offensive goods, provisions or materials in the dwelling units except for reasonable quantities and kinds of usual household materials and reasonable quantities of fireplace wood.
18. It is important and necessary that residents do not prop open their dwelling unit entry door or disengage the automatic door closer. The doors should remain closed at all times except when opened to enter or leave a dwelling unit.

LAUNDRY FACILITIES

1. Residents are respectfully requested to help keep the laundry rooms neat and orderly. Refuse should be deposited into the containers provided.
2. Residents should wipe off and clean the laundry machines after each use.
3. Smoking is prohibited in the laundry rooms.
4. Ironing is prohibited in the laundry rooms.
5. Laundry should not be hung to dry in the laundry rooms.
6. The laundry facilities are provided for the use of residents only. The facilities are neither intended for use by friends, relatives, other non-residents, nor to be used by residents to do washing/drying for persons not residing at The Crossings.
7. It is important that residents be considerate of the needs of others. The facilities should not be tied up by any one resident for inordinate or too frequent periods of time, particularly when others are standing by to use the facility.
8. The Association cannot be responsible for the loss or damage to personal property; residents, therefore, who leave personal items in the laundry room facility, do so at their own risk.
9. The doors to the laundry room facilities should be kept closed at all times. Laundry, baskets, soap and etc. should not be placed or left in the corridors outside of the laundry room facilities.

LAUNDRY ROOM ETIQUETTE

1. Please help keep laundry room neat and orderly.
 - A. Please use receptacles provided for refuse.
 - B. Please operate the laundry room fan when using the machines.
 - C. Please wipe and clean washers and dryers after use.
 - D. Please make sure lint screens are cleaned after removing laundry.
2. Smoking in laundry rooms (and any other common areas of the building) is prohibited.
3. Ironing is not permitted in the laundry rooms.
4. Please do not hang items to dry in the laundry rooms.
5. It is important to be considerate of the needs of other residents.
 - A. None of the laundry facilities should be tied up by any one resident for extended periods of time (please do not use all three washers and/or driers for more than two and one half hours at a time).
 - B. If someone is waiting to use the laundry, please offer to share the machines or let them know how soon you will be finished.
 - C. Please do not leave hampers or laundry baskets in the laundry rooms for extended periods of time when the machines are not in use.
6. If someone has left laundry in washers or dryers after the completion of a cycle, another resident may remove the laundry from the machine after twenty minutes. Residents removing items should place them in the appropriate laundry basket or on top of one of the laundry machines.
7. Please check machines for personal items before leaving. The Association cannot be responsible for lost or damaged property. If laundry is left in a laundry room for 24 hours it will be removed.
8. The doors to the laundry room should be kept closed at all times. Laundry, baskets, soap, etc. should not be left outside of the laundry facilities.
9. Residents are requested to communicate in a civil and respectful fashion when there are problems, disagreements, or misunderstandings and to report any ongoing problems to the management office for resolution.

PARTY ROOM REGULATIONSⁱ

1. Before the party, please check the entire area. Please let management know if there are any questions about existing damage or cleanliness.

2. A refundable damage/cleaning deposit of \$100.00 must be provided to the office at the time the Party Room is reserved in order to secure a reservation.
3. Smoking is strictly prohibited in the Party Room (and all common areas). Smoking violations will be referred to the Board of Directors for fines and sanctions as may be appropriate.
4. A resident must be the principal host and be in attendance at any Party Room event.
5. The Party Room must be vacated by 12:00 Midnight.
6. A maximum of 30 people are allowed in the Party Room. Residents are requested to provide a guest list to the Crossings Management office.
7. Guests attending an event in the Party Room are not permitted to use any other facilities, including the 3rd floor deck and patio, whirlpool, sauna, exercise room and outdoor pool. Parties must in all instances be kept within the confines of the Party Room.
8. Amplified or loud music is not permitted in the Party Room and no music or noise that is bothersome to surrounding units is permitted.
9. Sale of alcohol and use of keg beer is strictly prohibited in the Party Room. The Crossings Association is not responsible for any alcohol consumption. Responsibility for alcohol consumption rests solely with the resident who rents the Party Room.
10. The Party Room key is to be returned to the office and the removal of all personal property (dishware, rental equipment, food and beverage containers etc.) should be completed by 10:00 A.M. the following morning. Party room users are expected to bring the Party Room to a basic level of cleanliness following its use. This includes cleaning off visible messes from tables and furniture. Staff will be responsible for checking the room for damage, vacuuming the room, and otherwise cleaning the room for subsequent use.
11. Renters must have a signed Damage Acknowledgment form (see Appendix) from the Owner of their unit, which will be kept on file in the management office.
12. Any damages to the Party Room will be charged to the person renting the room and will appear on the monthly Association Dues billing.
13. A fee will be imposed for extra clean up.ⁱⁱ

The undersigned hereby agrees to the above rules. It is also agreed that if any of the above rules are broken, or there are any damaged or broken items, the owner of the dwelling unit will be charged accordingly.

MOVING AND DELIVERIES

1. It is necessary that residents moving-in or moving-out of dwelling units schedule and confirm a specific date in advance with the Management Office for the use of the elevator.
2. It is not permissible for residents to schedule or confirm a move-in or move-out date or to move quantities of household goods, furniture, appliances or building materials on weekends or

holidays or between the hours of 4:30 p.m. - 8:30 a.m. on weekdays.

3. Residents are required to use the front entry door when moving or transporting quantities of household goods, furniture, appliances or building materials. Security doors cannot be propped open to facilitate moving. This does not apply to items that fit into a single cart and can be moved from a resident vehicle in the garage.
4. There is a onetime non-refundable charge of \$150.00 collected in advance when a move-in is scheduled and confirmed with the Management Office. Personal checks are acceptable. This charge is to offset the wear and tear to the public areas of the building that results, usually unavoidable, with movement of furniture and household goods.
5. Management is charged with the responsibility of reasonably regulating the dates, hours and routing within the building of all move-ins or move-outs of dwelling units.
6. Under no circumstances are moving vehicles to be parked in the front driveway. Residents, who utilize moving vehicles with trucks that are too large for the curb-side loading zone and require "bagging" of a meter, will need to notify the Office Manager at least three days in advance of a move. Residents who utilize moving vehicles that will fit in the loading zone on the curb will require an obstruction permit available in the management office.

The Crossing's Policy on Moving and Deliveries was amended on 10/01/13 by adding the following language:

For a fee of \$50, Crossings Residents may schedule delivery and/or removal of large items such as furniture or appliances on Saturday between 8am and 2pm. Deliveries and/or removals must meet the following requirements:

1. Residents must contact The Crossings office manager Monday through Friday, 8am through 3pm to schedule a delivery or removal.
2. Residents must contact the Crossings office manager at least a day in advance.
3. The office manager may deny requests for Saturday delivery or removal based on availability or other considerations.
4. Staging items in the lobby is strictly prohibited.
5. Residents are limited to two elevator trips.
6. The delivery or removal must be completed within 30 minutes, and delivery/removal windows are limited to 30 minutes.
7. This policy is intended for moving a few large items.
8. Weekend household moves are strictly prohibited.

Failure to comply with this policy in its entirety may result in a fine of up to \$300

CONTRACTOR USE OF THE ELEVATORS

1. Contractors are not to utilize the elevators for moving quantities of remodeling material or debris unless scheduled in advance with the Management Office.
2. Lock offs or holding of the elevators will not be permitted for extended periods of time.

GROCERY/LUGGAGE CARTS

Carts are provided for the purpose of carrying groceries and luggage to and from dwelling units. The carts are stationed in specific areas within each of the garage levels. Residents are respectfully requested to return the carts to the designated areas immediately after each use; they are not to be left in dwelling units, corridors, elevators or lobby vestibules even if for only a short period of time.

BICYCLES, ROLLER SKATES AND SKATEBOARDS

1. Bicycles may be stored only in the racks provided on certain garage levels or in individual assigned parking spaces and should be brought in and taken out only through the garage doors. Bicycles may not be transported through common areas (exclusive of the garage areas) such as lobbies, corridors, stairwells and elevators and thus, shall not be brought into or stored in dwelling units. Bicycles should be locked and secured at all times when not in use.
2. Roller-skating and skateboarding are strictly prohibited anywhere on the premises. Residents and their guests should put skates on after leaving the premises and remove skates prior to re-entering.

PETS

No animals of any kind may be raised, bred or kept in any unit or in the limited common or common areas or facilities, except household pets, such as one (1) dog or two (2) cats, which may be kept in the units subject to the Rules and Regulations relating to the Policy on Pets adopted by the Board of

Directors. Residents, who as of April 2, 1990 had more than two cats, were allowed to "grandfather" in cats in excess of two by registering these cats with Management on or prior to July 2, 1990; provided however, that the "grandfathered" cats (cats in excess of two) will not be replaced upon their demise. Dogs are not allowed to be more than twenty-four (24) inches in shoulder height. Exotic pets will not be permitted (including, but not limited to snakes, rabbits, wild cats, etc.). Dogs trained for sight or hearing impaired persons are exempt.

1. The homeowner of a dwelling unit housing a pet shall indemnify the Association and hold it harmless against and from any loss, liability, or expense of any kind or character whatsoever arising from the keeping of a pet on the property.
2. All dogs and cats kept or to be kept on the premises must be registered with Management and a photograph provided. The form (see Appendix) of Pet Registration is available upon request from the Management office.ⁱⁱⁱ
3. Pets are not allowed out of a dwelling unit unless carried or on a leash not exceeding five (5) feet in length. This applies to corridors, elevators, lobbies and all exterior common areas.
4. Homeowners/residents are responsible for pets that cause or create a nuisance or unreasonable disturbance or noise and are required to keep pets under control at all times.
5. Should an unavoidable urination or defecation occur in the common areas of the Association, the pet owner is responsible for immediate clean-up and disposal of excrement and any damage that may result.
6. All of the foregoing applies to visiting pets as well.
7. The owner of the dwelling unit (homeowner) is responsible for any infractions or non-compliance of the Policy on Pet by the homeowner, non-owner occupant of the dwelling unit or visitor(s) of either the homeowner or non-owner occupant and is subject to possible Sanctions and Fines for violations. The Policy relating to Sanctions and Fines now in force at the Crossings applies in all instances.

Residents should feel free to report observed violations to the Management office. Pertinent information such as the name of the pet owner, time and date of alleged violation and nature of alleged violation is required.

Homeowners and residents shall be prohibited from taking pets into the common areas of the building described as amenities including the following:

- The third floor outdoor deck and swimming pool
- The third floor party room
- The skyway level library
- The exercise room and whirlpool

Homeowners are not to linger with pets in any common areas of the building. Pets are to be allowed in the residential corridors, elevators, main lobby and parking garage only for the purposes of travel between residential units and the outside of the building.

An exception to this policy is granted to homeowners and residents with disabilities who may bring specially trained service dogs into common areas, including amenities but not including the pool or whirlpool, if the homeowner or resident with a disability requires the service of the dog during the time he

or she is in these common areas.

REFUSE AND DEBRIS

Compactor Chutes

1. A compactor chute room is located on each of the dwelling floors in the building.
2. Garbage, refuse and vacuum cleaner waste should always be properly wrapped in plastic or paper bags before depositing into the chute. The bags should not be any larger in size than a common grocery bag, and should always be securely tied with banding or string.
3. Fireplace ashes can be a hazard! Residents should be certain that ashes are cold, properly packaged and secured with banding or string before depositing into the chute.

Trash Room

1. Residents should not attempt to deposit (or force) boxes, heavy cardboard, plants, containers or other large items into the compactor chute. Residents are requested to carry such items to the trash room located in the garage on level "A". Garbage, debris etc. that should be deposited into the compactor chute should not be left in the trash room. When necessary, staff personnel will assist residents with the disposal of heavy or bulky items.

Recycling

The recycling staging area is located in the trash room located in the garage on level "A".

Homeowners/residents are requested (and urged) to deposit newspapers, aluminum or metal cans, plastic containers, clear glass bottles and jars in the appropriate and separately labeled containers provided in each area. The aforementioned items should be deposited only in the appropriate container(s). All bottles and jars and aluminum or metal cans must be thoroughly rinsed out and the lids must be removed before depositing into the containers.

There will be regular pick-ups of these recyclable items. All residents are urged to cooperate in the worthwhile effort and to be sure that all of the items are left in the proper manner as outlined above. Also, it is requested that residents help keep these areas clean and orderly and free of debris.

General

1. Refuse, debris, cartons, packing materials, discarded items etc. should not, under any circumstances, be left anywhere in the corridors, stairwells, on the floor in or by the doors of the compactor chute rooms, garage areas or any of the other public areas. All such items should be either deposited into the refuse chute, or alternatively, when appropriate, left in the trash room on the garage level.
2. To avoid unnecessary housekeeping problems, fireplace logs should be placed in bags or in a covering prior to carrying into elevators and through corridors to dwelling units.
3. Christmas trees should be brought in and removed from the buildings wrapped in plastic or a blanket to avoid needled droppings.
4. Paint, oil, gasoline or other hazardous waste should not, under any circumstances, be deposited

into the compactor chute or recycling containers or left anywhere in the common areas. Residents are requested to take all hazardous waste to the Hennepin County hazardous waste dump site.

REMODELING AND CONSTRUCTION GUIDELINES

The following policies and procedures relate to "in unit" construction and are intended to facilitate construction and to minimize impact on other homeowners.

1. Hours for contractor construction work are from 8:00 a.m. to 6:00 p.m. Monday through Friday, Saturday from 9:00a.m. to 1:00 p.m. No contractor construction work allowed Sundays or Holidays. The management office should be notified when construction begins in units.
2. Contractors and workers who will be accessing the building and unit should check in at the management office daily. Keys and cards are signed out from the office and returned at the end of each working day and signed back in.
3. Arrangements for materials to be transported using an elevator must be made in advance with the management office to have the elevator padded and locked off. Items which do not fit in the freight elevator and which must be transported on top of the elevator need to be coordinated with the management office and the elevator company, and the cost is the homeowner's expense.
4. No equipment, building supplies, or personal property may be left unattended in the common areas of the building. The common areas of the building may not be used as a working area to any extent, for work within the dwelling units.
5. Contractor vehicles are allowed to park in the 10-minute resident parking, driveway, or garage ONLY to load or unload materials. Vehicles must be moved to another location once loading or unloading is complete. Building parking will be limited to one (1) vehicle per unit, assuming space is available for one vehicle.
6. All contractors must remove all debris off premises when leaving for the day, No materials of any kind should be left in hallways, put down the trash chute, left in garage or put in The Crossings dumpsters. This includes wood, sheetrock, carpet scraps, tile, cardboard boxes, paint, etc. Maintenance staff and security are authorized to enforce this rule. Arrangements can be made to utilize the extra dumpster behind the gate in the alley or one provided by the contractor. There is a \$75.00 charge for the use of The Crossings dumpster.
7. Contractors are responsible for cleaning up after themselves at the end of each work day. This means vacuuming, dusting, etc., whatever it takes to restore the area to how it was before work began. Any damages to building, elevator, or common areas will be billed at actual cost to the contractor. In addition any mess caused by construction work, workers, or service personnel that has to be cleaned by our building staff will be billed to contractor at \$50.00 per hour. In event contractor does not pay, homeowner will be billed. Contractors need to check in with management at the end of each workday so that an inspection of the common area may be made.
8. Any construction or remodeling work, which involves plumbing, needs to be coordinated through the management office. We are a building of shared plumbing facilities, and any changes to the plumbing may or may not affect the neighbors.
9. Please consult with the management office prior to any plumbing remodeling or changes. Homeowners may request that the water to a part or all the building be shut off so that they may

make elective repairs or renovations. The request should be in writing and provided to management so that they may notify other affected homeowners and make the necessary arrangements. There is a minimum 48-hour notice period before the water is shut off. The Crossings staff shall be responsible for water shut-off. Water shut-offs will be scheduled between 9:00 a.m. and 3:00 p.m., Monday through Friday; water will not be shut off on weekends or holidays.

10. The charge for water shut-off will be billed to the homeowner at the actual cost incurred.
11. For MAJOR remodeling or construction projects, it is strongly advised that the general contractor consult with the management office prior to starting any work. This will offer an opportunity to resolve any questions or problems prior to any work commencing.
12. Please note that the floors and ceilings of this building are reinforced and post-tensioned. DO NOT penetrate the slab or ceiling more than ½ inch with nails or anchors unless the slab or ceiling is x-rayed and is shown free of reinforcing, and any penetrations more than ½ inch are approved by the structural engineer serving the building and the Board of Directors.
13. The City of Minneapolis requires certification prior to issuance of a building permit, that hard surface flooring to be installed meet a sound class (STC of 50) which standard (STC of 45 if field tested) is also required by the Association. AFTER installation- Association reserves the right to order a field test within 180 days after completion of installation at association expense. If the test result does not meet the standard, the cost of the field test shall be at the expense of the homeowner and in which case, the Association may order removal of the newly installed floor.
14. We ask that you respect our policies and procedures regarding construction at The Crossings which is a home not to one individual, but to many.

MECHANICAL SYSTEMS

Heating & Air Conditioning

The Crossings central heating and air conditioning system is changed from heating to air conditioning once each year around April 1st. The central system is changed from air conditioning to heating once each year around November 1st. The dates vary slightly from year to year dependent on weather conditions. An announcement will be made by management notifying residents prior to each changeover.

The Crossings central heating and air conditioning system is not equipped to provide heat and air conditioning simultaneously to residential units.

Thermostat

The thermostat is typically located on a wall in the living room. There is a small tab on the left of the thermostat that can be pulled out to reveal the most basic instructions for operating. If you have difficulties, please contact the office.

Heating

Heat is generally available to residential units through the central system from November 1st until March 31st.

Electric heat is available in each unit when the building's central system is not providing heat. This would typically be from April 1st until October 31st or in the event repairs to the central system are necessary. The cost to operate the electric heat is the responsibility of the unit owner. The expense to operate electric heat in a residential unit will be reflected in the unit owner's monthly electric bill.

To access heating at any time, select "Heat" on your thermostat and adjust the temperature accordingly to your desired setting.

Once a comfortable temperature level is found, it is recommended that the temperature setting be left in one place and not changed, unless the resident is leaving town. If a resident does leave the apartment unoccupied during the heating season, the thermostat should be set to a low temperature.

Air Conditioning

Air Conditioning is generally available to residential units through the central system from April 1st until October 31st.

To access air conditioning when the central system is providing air conditioning select "Cool" on your thermostat and adjust the temperature accordingly to your desired setting.

Maintenance of the Fan Coil Unit

1. Air filters should be checked regularly and replaced when necessary. Dirty filters reduce the airflow and capacity of the unit.
2. The mechanical closet within individual dwelling units should not be used for storage or any other purpose. Obstruction of air circulation around the fan unit reduces the efficiency and could result in unnecessary damage.

Additional Notes

1. An electrostatic air filter may be installed on the fan coil by the unit owner at the unit owner's expense. These filters remove extremely fine dust and other particles from the air.
2. Residents who utilize humidifiers should set the humidifier at a level that does not produce an inordinate amount of moisture or condensation on the windows.
3. The corridor ventilation systems at The Crossings brings outside air into the corridors. This system creates "positive" air pressure in the hallways, which means that the air is forced outward from the corridors into the dwelling units. The positive pressure also minimizes excessive cooking odors from escaping from apartments into hallways.
4. The condensation line will be cleaned out in all units as a common element maintenance project.^{iv}

Smoke Detectors

The smoke detectors in each unit are electric, not battery operated. The red light on the cover indicates that the power is on. The smoke detector should be checked on a regular basis by depressing the red center light lens for a few seconds. The alarm will sound as it would if smoke were actually present. Every six months, the slots on the cover of the detector should be vacuumed as dust accumulation can cause the smoke detector to malfunction.

Service and Maintenance

Management will do its very best to provide and/or arrange for all types of repair and maintenance services and to service the needs of residents when practical and in the best interests of The Crossings. All requests should be made directly to the Management Office and not to individual employees or tradesmen. Charges for work and services that are not the responsibility of the Association will be billed to individual residents on a monthly basis.

CENTRAL HEATING AND AIR CONDITIONING SYSTEM

A Resolution - May 1, 2007

Preamble:

1. The Crossings central heating and air conditioning system is not equipped to provide heat and cooling simultaneously to residential units.
2. The demand for heating or cooling is not uniform throughout the building.
3. Residential units were originally equipped with an individually regulated auxiliary electric heating source, which when properly maintained is capable of providing sufficient heating when outdoor air temperatures reach seasonal norms for early April through October.
4. Residential units were not originally equipped with an individually regulated air conditioning source. Crossings operating policy specifically prohibits individual homeowner installation of such equipment. When outdoor air temperatures reach seasonal norms for early April through October a substantial number of residential units experience uncomfortably high indoor air temperatures that cannot be reduced by opening windows.
5. The auxiliary electric heating source is completely contained within each residential unit for the exclusive use of the unit owner and is, therefore, a part of the residential unit. As such, each homeowner is individually responsible for the administration and maintenance or replacement of the auxiliary electric heat source.
6. Components integral to the heating and cooling functions of the fan coil unit are not contained within individual residential units. Therefore the fan coil unit is a limited common element over which the Board of Directors holds administrative responsibility while homeowners are financially responsible for repair and replacement.

Resolution:

Management is hereby directed to undertake appropriate action with regard to the operation and maintenance of the Crossings central heating and air conditioning system so as to:

1. Provide heating to residential units through March 31 of each year.
2. Complete the transition from heat to air conditioning no later than April 15 of each year.
3. Provide air conditioning to residential units through October 24 of each year.

4. Complete the transition from air conditioning to heat no later than November 1 of each year.

In circumstances where outdoor air temperatures deviate significantly from seasonal norms, management may seek an exception to this policy from the Board of Directors.

Any exception to this policy other than that which is undertaken for repair or routine maintenance of the system or in an emergency to prevent harm to individuals or damage to property will require the support of a majority of the Board of Directors.

All exceptions to this policy granted by the Board of Directors will expire with the moderation of outdoor air temperatures to seasonal norms.

TV SATELLITE DISH INSTALLATION

Unit owners who install a TV Satellite Dish shall abide by all of the following provisions:

1. The TV Satellite Dish and/or its component parts shall not be installed in a common area nor affixed to a common element.
2. The TV Satellite Dish shall be installed in a safe and prudent manner and the unit owner shall be fully responsible for the installation.
3. The unit owner shall pay all installation costs.
4. The TV Satellite Dish shall not be larger than one meter (39.37 inches) in diameter.
5. The exterior wall of the building shall not be penetrated and holes shall not be drilled or otherwise made in the bricks, mortar or concrete of the building or the wood frame of the balcony door.
6. The TV Satellite Dish shall not extend beyond the outer edge of the balcony.
7. Wires or cables shall not be strung across or attached to the brick façade of the building.
8. The unit owner shall be fully responsible for any damage resulting from their TV Satellite Dish, including but not limited to damage to other units, common elements, limited common elements, personal property, or neighboring vehicles and buildings.
9. The unit owner shall provide notice to the management office of his or her intent to install a TV Satellite Dish and shall work cooperatively with the management office and shall abide by Association rules for Remodeling and Construction.
10. The unit owner shall register with the management office the make, model and serial number of the TV Satellite Dish installed within 72 hours of installation.
11. Unit owners whose tenants install TV Satellite Dishes shall not be exempt from any of the provisions of this policy even if the TV Satellite Dish is installed by the tenant without the unit owner's knowledge or consent.

Unit owners who choose to install a TV satellite dish shall be required to continue to pay monthly assessments for cable TV.

Unit owners who violate any provision of this policy shall, after notice and the opportunity to be heard before the Board of Directors, be subject to fines or sanctions as determined by the Board of Directors. Building Roof

Residents/homeowners, or their employees or guests, should not, at any time, enter upon the roof or the buildings except by prior arrangement with management.

RESOLUTION ON FAUCETS AND SHOWER VALVES AT THE CROSSINGS

Be it resolved that:

1. All homeowners with original kitchen and bathroom sink faucets or other faucet types that allow crossover between hot and cold water must replace these faucets by May 1, 2006^{vi} with a faucet type the design of which precludes crossover between hot and cold water.
2. Effective immediately, staff will perform repairs only on Delta brand faucets.
3. Delta Brand faucets are recommended for the kitchen and bathroom for these reasons: *A. Delta faucets do not permit "crossover" between hot and cold water; B. repair kits are inexpensive; C. Delta parts will be stocked at The Crossings.*
4. The Symmons Temptrol is the recommended standard for shower valve replacement. *The Symmons Temptrol valve is recommended because it has proven to be effective in regulating temperature fluctuations caused by both temperature and pressure imbalances. Any homeowner who experiences substantial fluctuations in temperature in their shower are recommended to arrange for installation of a Symmons Temptrol valve in their shower by a licensed plumber. This may be arranged through the management office.*

ASSESSMENT DUE DATE

1. Association assessments are due and payable on or prior to the first day of each month. Assessments, fines and charges for work requests are also due and payable on the first day of the month following the month in which the fine was imposed or work was performed. An itemized monthly statement incorporating the Association assessments, charges for work requests, if any, and fines, if any, will be mailed to each homeowner prior to the first day of the month.
2. Homeowners who have delinquent balances outstanding in excess of \$200.00 for monthly Association assessments, charges for work requests, late payment fees or fines as of the fifteenth day of the month will automatically be assessed a late payment fee in the amount of \$50.00.^{vii} It is necessary that remittances be received prior to the 15th of the month in order to avoid a late payment fee.
3. Homeowners who have delinquent balances outstanding in excess of \$200.00 for monthly Association assessments, charges for work requests or assessed late payment fees or fines are subject, by resolution by the Board of Directors, 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 if any portion of the balance outstanding is three calendar months past due.

4. In the event of a resolution to accelerate and file an assessment lien, the respective homeowner shall also be liable for reasonable attorney's fees and costs in connection with the filing and foreclosure, if any, of the assessment lien.

ASSESSMENT DUE POLICY^{viii}

Please be advised that the Board of Directors implemented a new rule to the Operating Policies and Procedures at The Crossings as it relates to owners that are delinquent on their association assessments.

Please be advised an addition was made to the *Assessment Due Policy* in the Operating Policies and Procedures for The Crossings. Any owner that is delinquent on their association assessments ninety days and over will have their amenity privileges suspended. Your FOB access will be reprogrammed to not allow access to the amenity areas.

The amenities include the swimming pool, exercise room, whirlpool, party room and library. The amenity privileges will not be reinstated until such time as your account becomes current. Please inform your tenant as to this change in policy.

FINES AND SANCTIONS

Homeowners should be mindful that Minnesota Statute 515A.3-102 grants condominium Boards of Directors the power to "Impose charges for late payment of assessments and, after notice and opportunity to be heard, levy reasonable fines for violations of Declaration, By-Laws and Rules and Regulations of the Association".

The sanctions and fines described are in addition to, and not as substitutes for, any rights or remedies which the Association otherwise has at law or under the Declarations, By-Laws and any amendments thereto. Association members are responsible for the conduct and actions of their guests and are subject to sanctions (and fines) for any usage contrary to the Operating Policy and amendments thereto in effect from time to time.

1. Procedure: Any complaint or information relating to any alleged violation of the Association's Declaration, By-Laws or Operating Policy may be made by any person to the duly appointed management agent or the Association. At such time as such information is received by the managing agent, said agent is to take all those steps reasonably necessary to investigate the truth and circumstances bearing on the allegations as 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 agent, after investigation into the facts and circumstances involved, finds 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 is to forthwith deliver to the Association member involved a written notice: (a) that agent has 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 to the Association's Directors and (e) an invitation to the member to be present at such time and place for the purposes of being heard and presenting evidence bearing on the alleged violation.

After such time as the Board of Directors has heard all evidence bearing on the alleged violation from agent, the member involved or any other party with knowledge thereof, it will deliberate and

determine whether a violation has occurred, assessing such sanctions pursuant to this resolution as it reasonably deems fit.

While strict rules of evidence will not be required, the Board of Directors is to 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 is to 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.

2. Sanctions relative to Non-conforming uses: Any Association member, or his or her tenant, using a condominium unit contrary to the provisions contained in the Operating Policy in effect at the time subjects 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 of Directors 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 per day until the use is discontinued or cured.
3. Sanctions Relative to Changes or Alterations Affecting Common Facilities or External Appearances: Any Association member or his or her guest or tenant making a change, alteration or use affecting any common facility or any external appearance contrary to the Operating Policy in effect, at the time, or who fails to fulfill his maintenance or repair obligations as provided in the Operating Policy in effect at the time, subjects the member to the following:
 - A. Upon a finding by the Board of Directors of such a violation, a fine up to \$300.00 and/or
 - B. Upon a finding by the Board of Directors that such a violation has occurred, the Board of Directors may demand that the offending member, at such reasonable time set by the Board of Directors, 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 of Directors has caused the offending member to receive 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 per day for each day that the restoration is not completed; and/or
 - D. Upon a finding by the Board of Directors that a violation has occurred and the failure of the offending member to restore the change or alteration as provided for in Paragraph B above, the Association has the right to restore the change or alteration, with the attendant right to enter the condominium unit if necessary, charging the offending member with an assessment equal to all of the Association's costs and expenses involved.
4. Sanctions dealing with Member's or Tenant's or Guest's Conduct: Any Association member or

tenant or guest engaging in conduct that is contrary to the provisions contained in the Operating Policy in effect at the time, subjects 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 of Directors 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 of Directors, a fine of up to \$20 per day until the use is discontinued and cured.

INSURANCE^{ix}

In accordance with Article XVII of the Second Amendment to the Declaration of the Crossings Condominium (the Declaration), The Crossings Condominium Association (the Association) purchases and maintains insurance as required by section 515B.3-113 of the Minnesota Common Interest Ownership Act (the Act).

- A. **Common Elements** – The Association’s insurance policy covers property owned by the Association and the common elements.
 - 1) As required by the Declaration, the deductible amount for the Association’s insurance policy is \$10,000 per insured event.
- B. **Units** – The Association’s insurance policy covers damage to walls, floors and ceilings as well as fixtures, floor coverings, wall coverings and anything permanently affixed to the ceilings, walls or floors within units.
 - 1) As required by the Declaration, the deductible amount for the Association’s insurance policy is \$10,000 per insured event.
 - 2) Unit owners should be aware that in the event their unit is damaged, they may be responsible for all or part of the Association’s insurance policy deductible of \$10,000 for each event.
 - 3) Unit owners are responsible for insuring themselves against any loss from damage within their own units (including damage to walls, floors and ceilings as well as fixtures, floor coverings, wall coverings and anything permanently affixed to the ceilings, walls or floors) up to the \$10,000 deductible amount for the Association’s insurance policy.
- C. **Personal Property** – The Association’s insurance policy does not cover personal property owned by homeowners or occupants for any type of loss. Personal property includes such things as furniture, computers, electronics, clothing and personal effects.
 - 1) Unit owners should be aware that the Association does not, under any circumstances, pay for loss or damage to personal property owned by homeowners or occupants.
 - 2) Unit owners and occupants are responsible for insuring themselves against any loss from damage to personal property.
- D. **Loss Assessments** – The Association’s insurance policy does not cover loss assessment.
 - 1) Unit owners should be aware that a share of a loss to the Association may be assessed against their unit.

- 2) Unit owners are responsible for insuring themselves for any loss assessed against their unit.
- E. Personal Liability – The Association’s insurance policy does not cover unit owners’ personal liability, medical payments to other, loss of use and liability for accidents and acts of negligence.
- 1) Unit owners are responsible for purchasing their own insurance coverage for personal liability, medical payments to other, loss of use and liability for accidents and acts of negligence.
 - 2) Unit owners should be aware that they may be assessed any costs from damage to common element, Association property or units resulting from their act or omission, or the act or omission of a member of his/her family, guest, employee, agent or lessee up to the \$10,000 deductible amount of the Association’s insurance policy.
 - 3) Unit owners are responsible for insuring themselves against any costs assessed to their unit from damage to common element, Association property or units resulting from the act or omission of the unit owner, member of his/her family, guest, employee, agent or lessee up to the \$10,000 deductible amount of the Association’s insurance policy.
- F. HO-6 All Risk Condominium Owner’s Insurance – Insurance coverage for damage to units below the Association’s insurance policy \$10,000 deductible amount, personal property, loss assessment, personal liability, medical payments to other, loss of use and liability for accidents and acts of negligence are typically available in an individual HO-6 All Risk Condominium Owner’s Policy. Unit owners should consult their insurance professional to accurately determine coverage that dovetails with the Association’s insurance policy and carefully consider personal deductible amounts that are consistent with individual risk tolerance.
- G. Certificate of Insurance – Each year, unit owners are provided with a copy of the Certificate of Insurance describing the limits of coverage for the Association’s insurance policy. The current certificate of insurance is always available on request in the management office and online at the Association’s website. Unit owners should provide this information to their insurance professional annually when discussing personal insurance needs and coverage.
- H. Units Rented – Unit owners who lease their unit to a tenant should consult an insurance professional annually and carefully consider their need for a specialized rental condominium owner’s policy. All unit owners are responsible for insuring themselves against any loss from damage to units, common elements and Association property, as described above, up to the \$10,000 deductible amount of the Association’s insurance policy.

DAMAGE TO UNITS

As required by the Declaration, the Association’s insurance policy covers damage to walls, floors and ceilings as well as fixtures, floor coverings, wall coverings and anything permanently affixed to the ceilings, walls or floors within units.

Initiating a Claim – In the event of damage to a unit:

1. The unit owner or occupant should promptly report to the management office damage to walls, floors and ceilings as well as fixtures, floor coverings, wall coverings and anything permanently affixed to the ceilings, walls or floors within units.
2. The unit owner should contact his or her own insurance carrier.

3. Management will investigate and obtain an estimate of the cost to repair the damage. Management will notify the Board of Directors if the estimated cost to repair the damage is greater than the Association's insurance policy's \$10,000 deductible.
4. The Board of Directors will determine whether or not a claim against the Association's insurance policy will be filed.
5. If the total estimated cost to repair the damage exceeds \$10,000, management will make arrangements for the repair work and the \$10,000 deductible amount of the Association's insurance policy will be assessed to the unit owner's account in accordance with paragraph A. of the section entitled Assessment of the Association's Insurance Policy Deductible Amounts (see below).
6. If the total estimated cost to repair the damage falls below \$10,000, management will make arrangements for the repair work and the cost of the repairs will be assessed to the unit owner's account in accordance with paragraph B. of the section entitled Assessment of the Association's Insurance Policy Deductible Amounts (see below).

The Association's insurance policy does not cover personal property owned by homeowners or occupants for any type of loss. Personal property includes such things as furniture, computers, electronics, clothing and personal effects.

The Association does not, under any circumstances, pay for loss or damage to personal property owned by homeowners or occupants.

The Association intends that this policy be enforced and applied by the managing agent. A unit owner may appeal any determination made by the managing agent or the Board of Directors and is entitled to present his or her appeal at a hearing before the Board of Directors. Requests for a hearing before the Board of Directors must be submitted in writing and should be directed to the Board President or managing agent.

ASSESSMENT OF DEDUCTIBLE AMOUNTS

Assessment of the Association's Insurance Policy Deductible Amounts

As required by the Declaration, the deductible amount for the Association's insurance policy is \$10,000 per insured event. Section 3-113(b) of the Minnesota Common Interest Ownership Act provides the Association with the authority to determine the manner in which the deductible amount of the Association's insurance policy is assessed in the case of a claim for damage to a unit or units.

A. In the case of a claim against the Association's insurance policy for damage to walls, floors and ceilings as well as fixtures, floor coverings, wall coverings and anything permanently affixed to the ceilings, walls or floors within a single unit, payment of the costs to repair the damage up to the \$10,000 deductible amount of the Association's insurance policy will be the unit owner's responsibility. The unit damaged will be assigned the \$10,000 deductible amount of the Association's insurance policy.

1. An exception will exist when it has been determined by the Board of Directors that a unit owner, occupant of a unit, or their invitees is responsible for the damage to a unit(s) or common element. In which case section 3-115(g) of the Act applies. Section 3-115(g) provides: "If any damage to the common elements or another unit is caused by the act or omission of any unit owner, or occupant of a unit, or their invitees, the association may assess the costs of repairing the damage exclusively against the unit owner's unit to the extent not covered by insurance."
2. An exception will exist in cases where damage arising out of a single event involves more than one unit and/or common element. In such instances the Board of Directors will

determine for each case the manner in which the Association's insurance policy deductible will be assessed. That determination will be based upon the circumstances of the specific claim.

- B. In any case where the total costs to repair damage to a unit or units are below the Association's insurance policy deductible – including damage to walls, floors and ceilings as well as fixtures, floor coverings, wall coverings and anything permanently affixed to the ceilings, walls or floors within units – payment of those costs shall be the responsibility of the owner of the unit damaged.
1. An exception will exist when it has been determined by the Board of Directors that a unit owner, occupant of a unit, or their invitees is responsible for the damage to a unit(s) or common element. In which case section 3-115(g) of the Act applies. Section 3-115(g) provides: "If any damage to the common elements or another unit is caused by the act or omission of any unit owner, or occupant of a unit, or their invitees, the association may assess the costs of repairing the damage exclusively against the unit owner's unit to the extent not covered by insurance."
- C. Unforeseen circumstances, unique to any given claim for damage to units and common element, may support an exception to the foregoing policy. In such cases, the Association reserves the right to assess the \$10,000 deductible amount of the Association's insurance policy other than as described above and as determined by the Board of Directors.
- D. The Association intends that this policy be enforced and applied by the managing agent. A unit owner may appeal any determination made by the managing agent or the Board of Directors and is entitled to present his or her appeal at a hearing before the Board of Directors. Requests for a hearing before the Board of Directors must be submitted in writing and should be directed to the Board President or managing agent.

SALE OF PERSONAL PROPERTY AND ESTATE SALES

1. "For Sale" or "Open House" signs of any type are not permitted to be posted anywhere on the common areas except the bulletin board located in the lobby area.
2. There cannot be any form of public advertisement containing the name of The Crossings or its address, except on the bulletin board located in the lobby area.
3. Sales hours are limited to 10a.m. to 5p.m., Monday through Saturday, and sales must be conducted only within the residential unit.
4. Front lobby entrance door security is to be maintained at all times.
5. Movement of furniture is subject to the restrictions contained in the operating policy.

NON-OWNER OCCUPANCY

It is essential for the health, safety and welfare of all residents of The Crossings Condominium to establish reasonable procedures for identifying Non-Owner Occupants residing at the Crossings and maintaining records on an on-going basis as residents move in and out of the premises. In addition, it is imperative that the Association establish control with respect to prohibiting Non-Owner Occupants who have had prior history of destructive behavior in an earlier residence(s); who have been convicted of a felony during the past five years for crimes of theft, breaking and entering, burglary, property vandalism,

or similar crimes against property, or assault, battery, rape, criminal sexual conduct, homicide or other crimes against persons; who have persistently disrupted or breached the peace; and, who have persistently failed to meet financial obligations. Finally, it is imperative that the Association has a means of forcing the eviction and/or imposing fines and sanctions against Non-Owner Occupants who do not abide by the Rules and Regulations or otherwise cause disturbance on the premises.

Each homeowner is liable for the expense of any maintenance, repair or replacement rendered necessary by his act, 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 proceeds of insurance coverage carried by the Association. Such liability is to include any increase in fire insurance rates occasioned by use, misuse, or abandonment of any unit or its appurtenances.

The following shall be the definitions of words or phrases used in this Policy, in addition to those defined by the Declaration:

1. **Non-Owner Occupancies:** Those occupancies by persons other than the Owner or members of his immediate family residing with him/her, except occupancies by a bona fide guest of an Owner or Occupant.
2. **Permitted Occupancies:** Non-Owner occupancies of an Apartment which are not prohibited by or in contravention of the Declaration or By Laws, as amended from time to time, or these Rules and Regulations.
3. **Prohibited Occupancies:** Non-Owner occupancies of an Apartment prohibited by or in contravention of the Declaration or By Laws, as amended from time to time, or these Rules and Regulations.
4. **Background or Residential Disruption:** Any report given to the Association or its management personnel from landlords or similar persons that the subject of inquiry, in connection with his or her earlier residences, has been destructive in the residence or common property, has been convicted of a felony during the last five years for crimes of theft, breaking and entering, burglary, property vandalism, or similar crimes against property; or assault, battery, rape, criminal sexual conduct, homicide or other crimes against persons, has persistently disrupted or breached the peace or has persistently failed to meet financial obligations.
5. **Violations -** Any Owner who is a party to or engages in any Prohibited Occupancy shall be fined an amount of up to \$50.00 per day for each day the Prohibited Occupancy continues, and/or be subject to the revocation of certain rights to common recreational facilities, and/or be subject to such other relief as is afforded by the Declaration or By Laws in connection with breaches or violation of the Rules and Regulations, or of the Declaration or By Laws, including injunctive relief.^x
6. **Regulation of Permitted Occupancies –** occupancy of an Apartment otherwise permitted under the Declaration, By Laws or these Regulations must comply with this paragraph 2, and if it does not it shall be a Prohibited Occupancy subject to the provisions of paragraph 1 of this policy.
 - A. Any permitted occupancy shall be only pursuant to a written lease and addendum to lease and Assignment of Rents signed by the Lessor and Lessee (see Appendix) which (1) is for a term of 180 days or more, and (2) states the names and addresses of all Occupants who are to occupy the Residential Condominium Unit, and (3) which states that the Occupancy by the stated Occupant(s) will not be in violation of any code, ordinance or

law, and (4) states that neither the potential Lessee nor any of the stated Occupant(s) have been convicted of a felony during the last five years for crimes against property; or assault, battery, rape, criminal sexual conduct, homicide or other crimes against persons, and (5) states the name and address of the last three residences of the potential Lessee (of Sublessee) and the stated Occupants, and that none have any background of residential disruption, and (6) states that signatories to the lease or the addendum have received a copy of the Rules and Regulations; are familiar with and will abide by them as stated or amended, and will be subject to sanctions for their violation, and (7) states that any lease for the Apartment is conditioned upon and will be enforceable against the Lessor **only** if and so long as these statements and assurances in the lease or addendum are true and abided by, and if not, the lease can be terminated on 30 days written notice from the Lessor.

- B. In addition to the lease, Addendum to Lease, and Assignment of Rents described in paragraph 2, any permitted non-owner occupancy shall also require that the unit owner hold a current license to let residential property in the City of Minneapolis.

In addition to signed copies of the lease, Addendum to Lease, and Assignment of Rents the unit owner shall also deliver to the Association management office no later than ten (10) working days prior to any proposed non-owner occupancy, a copy of his or her valid City of Minneapolis license to let residential property, the signed release form(s) for each prospective non-owner occupant authorizing the Association or management to conduct the background investigation, and a \$75.00 non-refundable processing fee for each prospective non-owner occupant (\$75.00 per prospective non-owner occupant).

In addition, failure to deliver the copy of the valid City of Minneapolis license to let residential property, signed release forms authorizing the Association or management to conduct background investigations for each prospective non-owner occupant, or the \$75.00 non-refundable processing fee for each prospective non-owner occupant along with signed copies of the lease and addendum shall be treated as if the required application were withdrawn.^{xi}

- C. The failure to deliver the written lease, Addendum to Lease, and Assignment of Rents shall be treated as if the required application were withdrawn. The Addendum to Lease and Assignment of Rents shall be in the form attached hereto, or such other form approved by the Board of Directors.
- D. If any occupancy has commenced as a Permitted Occupancy, it may become a Prohibited Occupancy subject to the provision of paragraph 1 at such time as (1) the Association's management personnel find that any of said statements or assurances have become untrue or have been breached, (2) has notified the Lessor and Lessee that management personnel will seek a determination of violations and sanctions pursuant to the Association's Rules and Regulations (3) the Board of Directors makes such a determination and determines that termination of the occupancy is the appropriate sanction, and (4) the Lessor has failed to take those steps necessary to lawfully terminate the occupancy.

4. Discrimination Prohibited - The Association shall prepare an addendum form to be used by the Lessor. Such form shall elicit only that information reasonably calculated to provide the statements and assurances set out in paragraph 2(A) and shall not seek any information relative to the age, race, sex, religious preference, familial status, handicap or other characteristics that could be a basis for unlawful discrimination. Neither the Association nor its management personnel

shall attempt to seek such information through requirements of personal interviews or other means, it being the intent of these rules that any decision of the Association or its management relative to regulating occupancies pursuant to this Policy shall be made without regard to such information.

5. Prohibited Occupancies - Without limiting the uses prohibited by the Declaration, By Laws of these Regulations, the Association provides the following guideline in connection with the interpretation of the Declaration relative to short-term occupancies prohibited thereby:
 - A. Any letting or permitting the use of any Apartment for a continuous lease term of less than 180 days, except where such use is attendant a bona fine familial or guest relationship without consideration, is a Prohibited Occupancy subject to paragraph 2.
6. Certificates of Occupancy - Any Owner of an Apartment which is non-owner occupied and which is occupied without compliance with these Rules and Regulations (either because these Rules and Regulations were not effective as of the time such occupancy commenced or because these rules have not been abided by), shall within 30 days from the earlier of the effective date of these Rules and Regulations or the commencement of the Occupancy, file with the Association a written certificate, on a form available from the Association, certifying the full names of any Non-Owner Occupant(s) of such Apartment. The failure to so file such a certificate shall render any such occupancy, after the running of the 30 days, a Prohibited Occupancy subject to paragraph 2.
7. Applicable to All Apartments - These Rules and Regulations shall apply to all Apartments at all times. The Owners of the respective Apartments shall not lease less than the entire Apartment. Any lease agreement shall be required to be in writing and to provide that the terms of the lease shall be subject in all respects to these Rules and Regulations, and that any failure by the Lessee to comply with the Rules and Regulations shall be a material default under the lease. As used herein, the term "lease" includes an expense sharing arrangement.
8. Exemptions - Apartments owned by the Association and used to house live-in personnel (to a maximum of three Apartments at any one time) shall be exempt from the restrictions set forth in paragraphs 1 through 7 above. A First Mortgagee of an Apartment, as defined in the Declaration, shall be exempt from certain restrictions as set forth in the Declaration.

GARAGE/PARKING AREAS OPERATING POLICY

Garage Ingress, Egress and Vehicle Operation

1. Residents and their guests are requested to exercise caution when operating motor vehicles on the premises and when entering or leaving the garage areas. Vehicles should be driven with the lights on at a reduced speed commensurate with apparent hazards and the prevailing conditions. A maximum speed of five (5) miles per hour is considered reasonable.
2. Horns should not be sounded except as may be necessary for safe operation.
3. The garage door access card is to be used each time when a vehicle enters or leaves any of the garage levels. The opening of the garage door is timed to accommodate one vehicle at a time; therefore, when a second vehicle attempts to pass through during the same time period, movement of the door could be obstructed by the second vehicle and cause damage to the vehicle and/or the door. Vehicles entering or leaving the building should immediately be stopped for a few seconds until the door returns to a closed position to be sure that a second vehicle or

person(s) foot does not attempt to pass through at the same time. Garage doors are monitored by closed circuit TV at the security station.

4. Use of the garage door is prohibited for pedestrian entrance or exit^{xii}
5. When a driver runs into a garage door, regardless of weather, the driver is responsible for the damages. Damage charges will be assigned to the unit owner. A \$75 surcharge to offset permanent door damage will be charged in addition to the repair bill. Passed by the BODs January 6, 2009^{xiii}

INTERIOR PARKING SPACES

1. Vehicles should be parked only in the specified parking space(s) assigned to each condominium unit and not in the car wash areas, no parking zones or spaces belonging to others, or areas that would impede or prevent ready access to doors or assigned spaces. Vehicles parked in violation of this policy will be towed at the Owner's expense.
2. Except for emergency repairs, residents should refrain from washing or doing mechanical work of any kind within interior parking spaces or common areas.
3. Residents are responsible for the clean up and removal of any oil or grease leaked on garage floor within assigned garage spaces.
4. Residents and guests should respect posted no parking zones.
5. Residents should take care to see that vehicles are parked well within the designated parking space and not needlessly close to adjacent spaces.

MOTORCYCLE POLICY^{xiv}

1. The term "motorcycle" as used in the policy means any two-wheeled vehicle with a motor.
2. All motorcycles parked in the Crossings garage must be registered (see Appendix) with the management office. Registration must include current identification of the vehicle, owner telephone contact information and Crossings unit number.
3. Homeowners and residents may park a properly registered motorcycle in parking garage stalls owned or properly leased by the owner. If a motorcycle is parked in the same space as another vehicle, both vehicles must be parked within the painted lines and not extend into the drive.
4. Motorcycles may not be parked so as to interfere or prevent the access to or enjoyment of common or privately owned areas of the garage by other homeowners or residents.
5. Motorcycles may not be parked in driveways, pedestrian walkways, or areas designated for bicycle parking. Motorcycles may not be parked so as to block access to garage exits, entrances, emergency exits, elevator lobbies, stairwells, storage lockers or mechanical equipment.

STORAGE LOCKERS

Residents should keep assigned garage parking spaces free of clutter and debris and not use the space other than for parking of one vehicle and bicycles. Items of every description including tires, batteries,

accessories, etc. should be stored only in storage lockers. Management is charged with the responsibility of monitoring the garage spaces.

Residents should not store or keep coal or any combustible, flammable or offensive goods, provisions or materials in the storage lockers except for reasonable quantities and kinds of usual household materials and reasonable quantities of fireplace wood.

COMMON AREA STORAGE^{XX}

RESOLVED, that the Board of Directors of the Association shall be authorized to enter into leases with condominium unit owners or residents for the use of designated common element areas in the condominium building, subject to the following terms and conditions:

1. A lease shall be exclusively for one or more of the following purposes:
 - A. For the storage of a small, third automobile owned by the owner of two adjacent garage units. The lease shall encompass a defined portion of the garage common elements located adjacent to and behind the two adjacent garage units. The perimeter of the leased space shall be defined by the back boundaries of the two garage units, the common element wall behind the back boundaries and the lines extended back from the two outermost side boundaries of the two garage units.
 - B. For the parking of a motorcycle or comparable two wheeled vehicle owned by a garage unit owner. The lease shall encompass a defined portion of the garage common elements designated by the Board of Directors.
 - C. For the use of those common element closets identified in Exhibit A attached to this Resolution.
2. A lease for automobile storage may be entered into only with a unit owner who owns two adjacent garage units. A lease for motorcycle parking may be entered into only with a garage unit owner who parks an automobile or comparable vehicle in each garage unit owned by the unit owner. A lease for a common element closet may be entered into with any residential unit owner or resident.
3. The use of the leased space by the lessee shall not interfere with the use and enjoyment of other garage units, nor the use of or access to any common mechanical equipment or other common elements.
4. The Association shall have no responsibility for personal property kept within the leased space, except for damage arising directly out of negligent actions by agents or employees of the Association.
5. The lessee of a common element space shall pay to the Association rent as follows:
 - A. \$50 per month for an automobile storage lease. Rent for an automobile storage lease shall be increased (or decreased) annually by the same percentage as any increase (or decrease) in the annual assessment for the condominium, effective as of the first day of the year for which the annual assessment is levied and continuing until such time as the annual assessment is changed again.

- B. A monthly rent as determined by the Board of Directors for a motorcycle parking lease or a common element closet lease. Rent for a motorcycle parking lease or common element closet lease may be changed at the discretion of the Board of Directors, unless otherwise stated in the lease.
- C. Rent shall be payable on the first of each month, or portion thereof, for which the space is subject to the lease. Rent for partial months shall be pro rated.
6. Leases shall be entered into for terms of up to one year, which shall terminate at the end of the calendar year, subject to earlier termination as follows:
- A. The lessee may terminate the lease upon one month's notice, for any reason. The Association may terminate the lease, upon one month's notice, if the lessee violates the terms of the lease. The notice period shall run from the first of each calendar month.
- B. An automobile storage lease shall automatically terminate upon a change in ownership of one or both of the two garage units adjacent to the leased space.
- C. A motorcycle parking lease shall automatically terminate when the lessee no longer owns a motorcycle.
- D. A lease may provide for termination under other conditions.
7. The Association and the lessee shall enter into a form of lease approved by the Association, which lease shall contain substantially the applicable terms and conditions set forth in this Resolution, together with such other commercially reasonable terms as the Association may determine, consistent with this Resolution, the Association's governing documents and applicable law.
8. The lease or any memorandum thereof shall not be recorded.

**EXHIBIT A TO THE CROSSINGS STORAGE LOCKER
RESOLUTION**

M - 1

M - 2

M - 3

M - 4

M - LRG B

M - LRG C

H - 5 SHORT

H - 7 SHORT

H - 11 SHORT

H - 11 LONG

H - 14 SHORT

H - 14 LONG

H - 17 SHORT

H - 19 SHORT

12/13/99

EXTERIOR PARKING

1. There are three guest/visitor parking spaces located in the front of the building. It is required that all vehicles parked in a guest/visitor parking space be registered in the registration book located in the lobby.
2. Guest/Visitor parking is limited to a maximum of ten minutes. Vehicles parked in excess of this limit may be towed at the Owner's expense.

BUILDING EXTERIOR/BALCONIES OPERATING POLICY BUILDING EXTERIOR

1. Changes or modifications to balconies, exterior windows or common or limited common areas of the buildings are not permitted, except in the case of a uniform modification as authorized by the Association.
2. Residents should not install wiring for any electrical installation, television, or radio antenna, etc., on the exterior of the building or protruding through the walls, windows, or the roof of the building or operate any type of transmitting equipment.
3. The playing of softball, baseball and football is not permitted on the common grounds.
4. "For Sale", "For Rent" or "Open House" and all other types of signs, illumination, identification or advertisements are not to be placed in windows or areas.
5. The landscaped areas, including grass, trees, shrubs, hedges, flowers or flower beds, are not to be harmed or littered.

BALCONIES

1. As dictated by the Bureau of Fire Prevention, Minneapolis Fire Department, the use of L.P. fueled barbecue grills on any balcony in a multiple unit dwelling structure is prohibited. The storage of propane fuel or propane equipment is also prohibited.
2. As dictated by City of Minneapolis Ordinances, the use of grills is prohibited only when their use is injurious to the health of others. The use of natural gas or charcoal barbecue equipment shall be used only on open sun decks of dwelling units, including those located above the enclosed swimming pool, but not within enclosed porches.
3. Residents should be considerate of their neighbors when using barbecue equipment in conformance with the above and exercise care to minimize the emission of smoke and fumes.
4. In order to preserve a uniform and harmonious exterior, double glass, window inserts, sash inserts, extra screens, solid or opaque panels, frosted, colored or patterned glass (whether or not any of such are removable), or other additions or changes to the original balcony enclosures are not permitted, except in the case of a uniform modification to the entire building as authorized by the Association.
6. Laundry, clothes, rugs, etc., should not be hung on or dusted from windows, balconies or building facades, nor should any clothesline (including retractable clothesline) be installed or maintained on the common elements.

7. For safety as well as aesthetic considerations, plants, flower boxes and etc., should not be kept or placed on the outside ledge of the balcony.
8. Umbrellas (either table-mounted or free-standing) should not be installed, kept or used on any balcony or exterior deck.
9. Residents are asked not to use balconies for storage and to keep them orderly and attractive.
10. Bicycles are to be stored and secured only in the garage areas.
11. No additional air conditioning or air cooling unit shall be installed or placed on any part of a unit, other than that which was originally installed, without the prior written consent of the Board of Directors.

SECURITY OPERATING POLICY

SECURITY DOOR CARDS

All owners or residential units or garage spaces are entitled to two (2) proximity security devices at a non-refundable cost of \$25.00 per card and/or \$30.00 per fob. All security door cards are encoded with individual identification numbers.

Owners of residential units can request additional security door cards or replacements of lost cards by completing and signing a standard Form of Card Request. These forms are available in the Management Office. Management and/or the Crossings Board of Directors reserve the right to refuse the issuance of additional or replacement cards if it is determined, at the discretion of Management and/or the Board, that a particular request is not justifiable.

Additional cards requested by owners (over and above the initial two cards issued) will be issued at a non-refundable cost of \$25.00 per card or \$30.00 per fob. Fees are payable in cash and in advance upon request for issuance of each additional card or fob.

Care should be exercised by all owners/residents to be sure that cards and fobs do not get into the hands of persons who do not reside in the building.

SECURITY AND GARAGE

1. Fire doors, which are located in the garage areas and the stairwells on each of the dwelling floors, should not be propped open under any circumstances.
2. Outside doors to the building should remain closed and secured at all times. Residents (and guests) are urged to exercise caution to prevent strangers from passing through outside doors or the front entrance security door at the same time when the resident is entering or leaving the building.
3. Fire, security or entry doors that appear not to be closing or latching securely should be reported to Management Office immediately.
4. It is important and necessary, for many reasons, that residents do not prop open their apartment entry door or disengage the door closer. The doors should remain closed at all times except when

opened to enter or leave an apartment.

5. Valuables should not be left in cars, even when locked, or in the garage areas unsecured. We suggest that cars be locked at all times and bicycles be secured.
6. Residents should refrain from leaving keys or garage door access cards in parked cars.

LOBBY MANAGEMENT OFFICE

1. A Lobby Management Office Control Station is maintained in the lobbies adjacent to the front entrance security door. The offices are attended at all times during normal business hours. During the nights and on weekends and holidays, all offices are attended at all times by security attendants on a rotating shift basis.
2. Security attendants are hired, trained and closely supervised by management and are attired in appropriate dress uniforms in keeping with the quality image of The Crossings.
3. The Lobby and Lobby Office contain all the fire, safety and burglar control monitoring and alarm equipment and systems for the building.
4. See also section entitled Garage/Parking Areas Operating Policy.

GENERAL

1. Residents are asked to report suspicious activity, or strangers loitering in or near the premises to management or the Lobby Office, or depending on the circumstances, directly to the police. Door-to-door solicitors or salesmen are not allowed in the building under any circumstances.
2. When leaving the city for a period of time, residents are asked to notify management and leave an emergency telephone number and/or address, if possible. Special instructions or requests, if any, should be in written form. Residents are urged not to cover windows or in any way make it obvious to outsiders that the resident is Out of the city and the unit is unoccupied. It is recommended that a lamp or small light be left on in the apartment when a resident is gone for a period of time. Also, newspaper delivery should be curtailed.
3. To prevent exterior entry by intruders, wood rods should be placed in the tracks of the sliding porch doors during nighttime hours. Rods should not be left in the door tracks during heavy rainstorms. Special locks are also available for installation on the balcony doors.

APARTMENT ENTRY OPERATING POLICY

The Minnesota Uniform Condominium Act grants to the Association and/or its authorized representative(s), the right of access to all dwelling units at any reasonable time for the purpose of making necessary repairs and inspection of mechanical systems within the dwelling unit and the right to immediate access in the event of emergency situations. The sole purpose is to facilitate the Associations prompt response to repairs that require immediate attention and to emergency situations that may arise within a particular dwelling unit.

EMERGENCY ENTRY

In keeping with the intent of the Minnesota Uniform Condominium Act as outlined above, homeowners

and tenants alike are strongly encouraged to provide the Association with a duplicate key to the front entry door of each dwelling unit at The Crossings.

All keys will be properly tagged and kept on file in a secured lock box on the premises, and will not be used or given out without prior written approval of the respective homeowner or tenant, except in emergency situations that require immediate access.

Examples of emergency situations that require immediate entry are:

1. Evidence of broken water, heating or sewer pipe, or strong indication of same;
2. Evidence of flooding from sprinkler system or over flow from toilet, washer, sink, water or sewer line, or strong indication of same;
3. Evidence of fire or smoke, or strong indication of same; and,
4. Evidence that a resident may be disabled by illness or accident, 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. There shall be a conscientious and diligent effort to locate the particular resident, time permitting, prior to entry;
2. The apartment 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 counter 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 Lobby Office; and,
6. The 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 duplicate key to a particular dwelling 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 dwelling unit on the occurrence of one or more of the emergency situations outlined above as a, b, c, or d. This would include breaking down the entry door.

When entry door keys are not provided to the Association, homeowners and tenants, as the case maybe, shall be liable for the costs of necessary repairs to the dwelling 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 dwelling unit in emergency situations.

AUTHORIZED ENTRY

The unit key may 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 (see Appendix) to be filed in the Management Office. Keys will not be accepted without the form being completed and left in the Office. Forms are available in the Management Office.

Only the Office Manager (weekdays - 7:00AM – 3:30 PM exclusive of holidays) will have access to this lock box. An authorized person(s) may sign out a key only on weekdays between the hours of 8:30 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 Return Log be signed by both the persons returning the key and the person on duty receiving the key. Management will not sign out or accept return of individual keys except in accordance with the foregoing.

Residents may use the Key Release Authorization form to allow entry of domestic help, family members, guests, service people, etc. so long as the Key Release Authorization Form includes the names of persons authorized to enter and contains 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 apartment, 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 any incident that may arise 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 received. Management is responsible for a key that it is authorized to check out in conformance with instructions that are provided in the Key Release Authorization Form and the provisions contained in the policy.

ENTRY OF REAL ESTATE AGENTS

Homeowners who have their dwelling unit listed for sale may have their Agent attach an identifiable "Lock box" on a secured bar that is to be installed in an inconspicuous place adjacent to the Lobby Office. Lockboxes are accessible to Agents daily, between the hours of 8:00 a.m. and 10:00 p.m. The Key Release Authorization Form (and procedure) should not be used to accommodate showing of dwelling units by Agents.

WEEKEND, HOLIDAY & NIGHTTIME ACCESS BY RESIDENT

The following applies to residents who are locked out of their respective dwelling units:

1. Between the hours of 8:30 a.m. and 5:00 p.m. on weekdays (exclusive of holidays) entry doors to individual dwelling units will be opened with the extra key to accommodate residents only, on a no-charge basis; and,
2. On Saturdays and Sundays and on weekdays between the hours of 5:00 p.m. and 8:30 a.m. (exclusive of holidays), entry doors to individual dwelling units will be opened with use of the extra key to accommodate residents only, at a charge of \$25.00. The fees for this service will be passed through to the Building Managers for the inconvenience.

RECREATION FACILITIES OPERATING POLICY

Skyway Lounge

1. The furniture and accessories are owned by the Association and should not be removed from the facility. Costs related to repair or replacement of damaged furniture, accessories or other Association owned property will be charged to the individual resident responsible for the damage.
2. Residents may not reserve the facility for private functions.
3. Radios, stereo equipment and televisions may not be used in the facility; this does not preclude the use of equipment or radios connected to a headset.
4. Disposables and debris should be placed in the receptacles provided. Residents are respectfully requested to help keep the facility clean and orderly.
5. Smoking is not permitted.
6. Residents are responsible for the actions and conduct of their guests and children.
7. Management and the Association reserve the right to curtail any activity in the facility which is inappropriate and, if necessary Management may temporarily close the facility.

Therapeutic Pool/Sauna and Exercise Facility

1. The Facility is open Monday through Sunday, 6 a.m. to midnight.
2. Within reason, non-live-in guests and all children (under 17 years of age) should be accompanied at all times by their hosts. Live-in guests shall, for this purpose, be considered residents and need not be accompanied by their host except for children (under 17 years of age) whom should be accompanied by an adult.
3. As a general rule, residents are requested to limit their guests to four at any one time when using the therapeutic pool or sauna.
4. Residents are responsible for any damage, breakage or misuse of items and for the conduct of their guests.
5. Residents and guests are expected to adhere to the Operating Policy when using the Facility.
6. Glass items and containers of all types are strictly prohibited in the pool area and sauna.
7. The therapeutic pool, sauna and exercise equipment areas are unattended. Management and the Association assume no responsibility for injury resulting from their use.
8. Floats, diving equipment, balls, nets, etc. should not be brought into and used in the Facility.
9. Smoking is not permissible in the Facility and eating or drinking is not permissible while in therapeutic pool, sitting on the edge of the therapeutic pool or in the sauna.
10. Proper swimming attire is to be worn at all times.
11. State law requires persons to shower prior to entering the pool. Hairpins and other such items must be removed prior to entering the pool.

12. Residents are to pick up and discard or remove their own debris, leftover food and etc. A waste receptacle is provided.
13. Chairs, tables and lounge furniture should be moved back into position after each use.

General

1. Residents and their guests are requested to wear an appropriate wrap or jacket over swimming attire and footwear when passing through the corridors and in the elevators. The use of alcoholic beverages in the Facility by children under 21 years of age is prohibited by law.
2. Residents and their guests are respectfully requested to help keep the Facility clean, orderly and presentable. Residents are asked to pick up and discard or remove their own debris, bottles, leftover food and etc. A waste receptacle is provided. Residents are respectfully requested not to leave food, beverages and personal items in the Facility.
3. The Facility is for the use and enjoyment of all residents and their guests, but cannot be reserved to accommodate private gatherings.

Swimming Pool and Deck

1. The swimming pool and deck are open Monday through Sunday 8:00 a.m. to 10:00 p.m.
2. Within reason, non-live-in guests and all children (under 17 years of age) should be accompanied at all times by their hosts. Live-in guests shall, for this purpose, be considered residents and need not be accompanied by their host except for children (under 17 years of age) whom should be accompanied by an adult.
3. As a general rule, residents are requested to limit their guests to four at any one time.
4. Residents are responsible for any damage, breakage or misuse of items and for the conduct of their guests.
5. Residents and guests are expected to adhere to the Operating Policy when using the Facility.
6. The swimming pool and deck areas are unattended. Management and the Association assume no responsibility for injury resulting from their use.
7. Swimmers are required to wear swimsuits. Cut-offs, street clothes and similar attire are not permitted in the pool.
8. Residents, family members and guests are required to wear an appropriate wrap or jacket over swimming attire and footwear when passing through the interior common areas of the building en route to or from the pool area.
9. State law requires persons to shower prior to entering the pool. Hairpins and other such items must be removed prior to entering the pool.
10. Running, pushing, scuffling or boisterous conduct is not permissible. Splashing of water other than that accompanying normal swimming is not permissible.

11. Chairs, tables and lounge furniture should be moved back into position after each use. Residents and guests are respectfully requested to help keep the pool area neat and orderly and free of debris.
12. Radios, television sets, tape recorders or other similar devices should not be brought into the pool area except when used with an audio headset.
13. Glass containers of any kind, tobacco, beverages or food are not permitted within six feet of the pool edge.
14. Flotation devices or objects, including furniture, rafts, mattresses, balls, etc., are not permitted in the swimming or deck areas.
15. The swimming pool and deck area may not be reserved for the exclusive use of a resident or their guests.
16. Non-resident homeowners who lease out their individual dwelling units may use the pool area and Commons Room only as guests of their tenants or other residents.

EMERGENCY PROCEDURES

READ AND UNDERSTAND ALL INSTRUCTIONS THOROUGHLY.

Medical Emergency

In the event an accident or illness to an occupant or visitor takes place in your unit or area:

1. Call the Emergency Number 911 and Crossings Security, 612-332-6850.
2. Give the Emergency dispatcher this information:
 - A. Your address.
 - B. Floor of building and location of emergency.
 - C. Any details available regarding accident or illness.
3. Do not move injured or ill person. Try to make them comfortable.
4. If possible, have someone meet the emergency unit at the elevators on your floor or in the lobby.
5. Call building management or security and report the information above. Inform them that you have called the emergency dispatcher at 911.

THIS IS WHAT HAPPENS:

1. Fire rescue squad will be with you shortly and administer necessary medical assistance.
2. Ambulance with paramedics will arrive and take injured or ill person to a hospital, if necessary.
3. Building management or security will arrive shortly and give assistance if needed. Tornado Procedures

TORNADO WATCH: Means that weather conditions in the area are such that a tornado could develop.

TORNADO WARNING: Means that a tornado has actually been spotted in the Hennepin County area and there may be danger to life and property if protective measures are not taken by people who are in its path. Hennepin County Civil Defense sirens will sound an alert when the National Weather Service gives a tornado warning.

ACTION TO TAKE:

1. Get away from perimeter of the building and exterior glass.
2. Leave your exterior room, close the door.
3. Go to an inside room or corridor in your building.
4. Sit down in corridor. (There should be no windows in this corridor.)

IF YOU ARE IN TRANSIT IN THE BUILDING:

5. Take stairwell to basement for shelter.
6. Do not go to the first floor lobby or outside the building.

IF YOU ARE CAUGHT IN AN OUTSIDE PERIMETER ROOM:

7. Seek protection under heavy furniture such as a desk or table.

Elevator Emergency

Elevators are one of the safest modes of transportation that there is. However, they do have malfunctions due to their sophisticated automatic controls.

WHAT TO DO IN AN EMERGENCY:

1. Open the telephone panel inside the elevator.
2. A telephone number for 24 hour repair service is inside the telephone panel. (They have 24 hours access to the building).
3. Give the building name, address, and floor nearest you.
4. Remain calm.
5. Answer the phone in the elevator if it rings.
6. Do not try to force open an elevator door.
7. Should a medical emergency take place while in a malfunctioning elevator, pick up telephone and it will automatically dial the security desk.

THIS IS WHAT HAPPENS:

1. Security repair personnel will respond.

2. Someone will be in touch with you by telephone or from outside the elevator.
3. Passengers will be assisted as soon as possible.
4. In the event you pick up the telephone, security staff and/or the fire department will respond on a routine basis unless it is a medical emergency, and assist in your evacuation.

BOMB THREAT

In the event a bomb threat is received:

1. Call the emergency number 911 and Crossings Security, 612-332-6850.
 - A. State, "I have received a bomb threat".
 - B. Give your address, floor number and unit or area.
 - C. Give the name of person who received the bomb threat.
2. After you have called 911, notify management or security in your building.
3. Search your area to determine if any strange objects are present. DO NOT TOUCH SUSPICIOUS OBJECT IF FOUND.
4. Report to police the results of your search.
5. Following is a guide on handling a bomb threat call and information to record and have available for authorities.

THIS IS WHAT HAPPENS:

1. Police, Management and Security will respond.
2. A building search is made by Police, Management and Security.
3. Police or bomb squad contacts and questions the person who received the bomb threat.
4. A building evacuation may take place.
5. An "all clear" will be given on the building when authorized by the Police, Management and Security.

TELEPHONE OPERATORS CHECKLIST – BOMB THREAT

9-1-1 and CROSSINGS SECURITY – 612-332-6850

IF YOU RECEIVE A BOMB THREAT CALL, KEEP CALM. IF POSSIBLE, RECORD THE CALL. ADVISE THE CALLER IF YOU CAN, THAT THE DETONATION OF THE BOMB MAY KILL OR INJURE INNOCENT PEOPLE. OBTAIN AS MUCH OF THE FOLLOWING INFORMATION AS POSSIBLE.

- Where is the bomb?
- What time is it set to go off?
- Is the call a hoax or legitimate?
- Have there been or will there be other calls?
- Why did you set the bomb?

JUDGE THE VOICE: Man ___ Woman ___ Child ___ Age ___ Drinking ___ Other ___

Listen for any background noise:

	<u>Check if heard</u>	<u>Description</u>
Music	_____	
People talking	_____	
Cars or trucks	_____	
Airplane	_____	
Children or babies	_____	
Machine Noise	_____	
Typing	_____	
Other	_____	

BUILDING OR FLOOR EVACUATION

It is the responsibility of each occupant to be familiar with the evacuation plans. Each occupant should be familiar with the locations of the exit stairs and the procedures of evacuating any handicapped occupants.

DO

1. Follow the instructions in this emergency manual.
2. Follow the predetermined procedures for evacuating any handicapped occupants. Aid handicapped occupants into evacuation stairwell; if more assistance is needed, inform Fire Department on arrival.
3. Close the door to your unit or area as you leave.
4. Use enclosed stairwell for evacuation.
5. Keep talking to a minimum.
6. No smoking.
7. Use handrails in enclosed stairwells.
8. Listen for instructions and follow them.
9. In stairwell, watch for our Fire Department or other emergency personnel coming up stairwell to handle emergency.
10. Be ready to merge with other people evacuating from other floors.
11. Keep calm.

DON'T

1. Do not go to the elevator, they will not respond.
2. Once you have left your unit or area, do not return for coats, purses, etc.
3. Do not run or create a panic.
4. Do not return to your unit or area until "all clear" is given by the Fire Department or other emergency response agency.

Appendices – Commonly Used Forms

The commonly used forms on the pages that follow are available in the Management Office on the first floor. The forms on the following pages may also be printed from this manual, filled out and delivered to the Management Office as needed.

thecrossingscondo.org

The Crossings Condominiums - Party Room Regulations

1. Before the party, please check the entire area. Please let management know if there are any questions about existing damage or cleanliness.
2. A refundable damage/cleaning deposit of \$100.00 must be provided to the office at the time the Party Room is reserved in order to secure a reservation.
3. Smoking is strictly prohibited in the Party Room (and all common areas). Smoking violations will be referred to the Board of Directors for fines and sanctions as may be appropriate.
4. A resident must be the principal host and be in attendance at any Party Room event.
5. The Party Room must be vacated by 12:00 Midnight.
6. A maximum of 30 people are allowed in the Party Room. Residents are requested to provide a guest list to the Crossings Management office.
7. Guests attending an event in the Party Room are not permitted to use any other facilities, including the 3rd floor deck and patio, whirlpool, sauna, exercise room and outdoor pool. Parties must in all instances be kept within the confines of the Party Room.
8. Amplified or loud music is not permitted in the Party Room and no music or noise that is bothersome to surrounding units is permitted.
9. Sale of alcohol and use of keg beer is strictly prohibited in the Party Room. The Crossings Association is not responsible for any alcohol consumption. Responsibility for alcohol consumption rests solely with the resident who rents the Party Room.
10. The Party Room key is to be returned to the office and the removal of all personal property (dishware, rental equipment, food and beverage containers etc.) should be completed by 10:00 A.M. the following morning. Party room users are expected to bring the Party Room to a basic level of cleanliness following its use. This includes properly securing all refuse in sealed bags, removing and recycling all recyclables, and cleaning off visible messes from tables and furniture. Staff will be responsible for checking the room for damage, vacuuming the room, and otherwise cleaning the room for subsequent use.
11. Renters must have a signed Damage Acknowledgment form from the Owner of their unit, which will be kept on file in the management office.
12. Any damages to the Party Room will be charged to the person renting the room and will appear on the monthly Association Dues billing.
13. A fee will be imposed for extra clean up (Approved by the Board of Directors on November 3, 2003).

The undersigned hereby agrees to the above rules. It is also agreed that if any of the above rules are broken, or there are any damaged or broken items, the owner of the dwelling unit will be charged accordingly.

Resident's Name

Unit #

Date Reserved

Resident's Signature

The Crossings Condominiums - Pet Registration

I (we) as a homeowner(s) and resident(s) of dwelling unit number _____ at The Crossings, presently own or plan to keep a dog or cat(s) on the premises. The pet(s) is (are) described as follows:

Name: _____

Type: _____

Breed: _____

Color: _____

Shoulder Height: _____

(Pertains to Dogs Only)

I (we) acknowledge receipt of The Crossings Rules and Regulations relating to the Policy on Pets that was adopted by the Board of Directors on April 2, 1990, and agree to abide by all of the provisions and conditions contained in the Policy. Household pets allowed in units are one (1) dog or up to two (2) cats. Dogs are not allowed to be more than 24 inches at shoulder height. A copy of the policy is available in the Management Office.

A photograph of my (our) pet(s) is attached.

Homeowner

Date

Homeowner

Date

Resident (Non-Owner Occupant)

Date

Resident (Non-Owner Occupant)

Date

The Crossings Condominiums – Motorcycle Registration

1. The term “motorcycle” as used in the policy means any two-wheeled vehicle with a motor.
2. All motorcycles parked in the Crossings garage must be registered with the management office. Registration must include current identification of the vehicle, owner telephone contact information and Crossings unit number.
3. Homeowners and residents may park a properly registered motorcycle in parking garage stalls owned or properly leased by the owner. If a motorcycle is parked in the same space as another vehicle, both vehicles must be parked within the painted lines and not extend into the drive.
4. Motorcycles may not be parked so as to interfere or prevent the access to or enjoyment of common or privately owned areas of the garage by other homeowners or residents.
5. Motorcycles may not be parked in driveways, pedestrian walkways, or areas designated for bicycle parking. Motorcycles may not be parked so as to block access to garage exits, entrances, emergency exits, elevator lobbies, stairwells, storage lockers or mechanical equipment.

All owners of motorcycles in The Crossings parking garage are required to complete the following and provide to the management office.

Name of Resident/Motorcycle Owner _____

Dwelling Unit Number/Phone Number _____

Description and License Plate of Motorcycle _____

Is Motorcycle Used Regularly or Infrequently (Circle One)

Is Motorcycle Being Stored Only (Y / N—Circle One)

Signature of Motorcycle Owner

Date of Registration

The Crossings Key Release Authorization

UNIT: _____

OWNER: _____

DATE: _____

To: The Crossings Condominium Association and FirstService Residential

I (We) hereby leave with you a key to my (our) unit/apartment to be kept in the lock box in the Management Office at The Crossings. The Rules and Regulations relating to Unit/Apartment Entry are recited on the back side of this form. I (We) authorize you to sign out the key(s) to the following person(s) or firm(s).

Name:

Dates:

Please note the following special instructions:

Signature	Date
------------------	-------------

Signature	Date
------------------	-------------

The Crossings Post Office Deliveries Signature Authorization

Date: _____

Unit: _____

Owner/Tenant Name: _____

Owner/Tenant Signature: _____

I (We) authorize The Crossings Condominiums management office personal to sign on my behalf for any letter/package that requires a signature from the U.S. Post Office, United Parcel Service, and Federal Express.

(examples: registered, certified, express, etc.)

Emergency Contact Information

Date: _____

Unit #: _____

Resident Name(s): _____

(only if emergency contact info is the same)

Phone #: _____

Emergency Contact 1:

Name: _____

Phone #: _____

Relation: _____

Emergency Contact 2:

Name: _____

Phone #: _____

Relation: _____

Emergency Contact 2:

Name: _____

Phone #: _____

Relation: _____

THE CROSSINGS CONDOMINIUMS
121 WASHINGTON AVENUE SOUTH
MINNEAPOLIS, MN 55401
612-332-6850

ADDENDUM TO UNIT LEASE

Date: _____

Lessor: _____

Lessee: _____

Other Occupants: _____

Unit No.: _____ Garage Stall No(s): _____

This Addendum is part of a Lease (the "Lease") dated _____ under which the Unit referred to above is being rented from Lessor by Lessee. The Unit is part of The Crossings Condominiums (the "Condominium"), which is governed by The Crossings Condominium Association (the "Association"). The Unit and all persons who occupy or use it, are subject to the Association Documents referred to in Paragraph 1 and the Minnesota Common Interest Ownership Act (the "Act"). Therefore, Lessee represents and agrees as follows:

1. Compliance with Association Documents. Lessee understands and agrees that the Association and the Unit are governed by The Crossings' Declaration, Bylaws and Rules and Regulations (collectively, the "Association Documents"). Lessee acknowledges receipt of a copy of the Association Documents. If there is any conflict between the provisions of the Lease and the Association Documents or the Act, the Association Documents and the Act shall control. Lessee agrees to comply with the Association Documents and the Act, and to cooperate with the officers, directors and manager of the Association ("Association Representatives"). Lessee's failure to comply with the Association Documents or the Act or cooperate with Association Representatives constitutes a default under the Lease, which is cause for Lessee to be evicted from the Unit or denied the use of building recreational and social amenities.
2. Use. The Unit shall be used by the Lessee only for residential purposes as a private dwelling. No business or other non-residential activity may be conducted in the Unit, unless authorized by the Association Documents or the Association. Lessee agrees to care for the Unit so as not to endanger the Unit or any other residents, and shall keep the Unit in clean, safe and sanitary condition, and free of pests and hazardous materials.
3. Subleasing Prohibited. The Unit shall not be subleased, nor shall individual rooms be subleased or otherwise made available for occupancy by persons other than temporary guests, nor shall the Lease be assigned, without prior written consent of the Lessor and the Association.
4. Repairs and Alterations. Lessee shall not make alterations to the Unit without the prior written consent of Lessor and the Association. Lessor shall pay for all breakage or damage done to the Unit or the common areas by Lessee or other occupants of the Unit or their guests. Lessee shall report promptly to the Association any condition or activity in the Unit that may (i) be a danger to the health or safety of any person, (ii) cause damage to the Unit or any other part of the Association property, or (iii) cause waste of utilities provided by the Association. Lessee agrees that the Association is not responsible for the maintenance or repair of the Unit and that all matters regarding maintenance and repair of the Unit must be handled through the Lessor and not through the Association and/or the Association Representatives.

5. Controlled Substances. Lessee shall not use or allow controlled substances, as defined in any state or federal statutes, in the Unit or on any part of the common area, except for personal use as prescribed in writing by a medical doctor licensed by the State of Minnesota. No part of the Unit or common area may be used by Lessee, or others acting under the Lessee's control or with the Lessee's permission, to use, manufacture, sell, give away, barter, deliver, exchange, distribute, or possess a controlled substance in violation of any criminal provision of Chapter 152 of the Minnesota Statutes or applicable federal law. A breach of this paragraph voids the Lessee's right to possession of the Unit and the use of any part of the Condominium property. All other provision of the Lease, including the Lessee's obligation to pay rent, remain in effect unless Lessor elects to terminate the Lease.
6. Fines are Additional Rent. The Association may fine the Lessor for any violation of the Association Documents or the Act caused by the Lessee or other occupants of the Unit, or their guests. The fine, plus any attorneys' fees and costs of enforcement, shall be additional rent under the Lease and a lien against the Unit. The additional rent is payable by Lessee to Lessor with the next regular rent installment under the Lease.
7. Right of Entry. The officers, directors and manager of the Association shall have the right to enter the Unit at reasonable hours and upon reasonable notice for the purpose of maintenance or repair to the common areas, including common building systems, or to abate any condition or activity within the Unit that may be a threat to the health, safety or quiet enjoyment of other residents of the Condominium. An attempt will be made to give prior notice to Lessee, except that in the case of emergency prior notice need not be given.
8. Representations by Lessee/Background Verification. Lessee represents to Lessor and the Association that, during the past five years: (1) Lessee has not been convicted of any felony involving homicide, rape, criminal sexual conduct, burglary, theft, breaking and entering, vandalism, assault, battery or any other felony involving physical or mental harm to a person or property, and (2) Lessee has not engaged in destructive or disruptive conduct during prior rental residencies. Lessee understands that the accuracy of these representations will be independently verified and is being relied upon by Lessor and the Association in connection with Lessee's rental of the Unit.
9. Background Verification. Lessor shall deliver to the Association, at least 15 days prior to the proposed occupancy of the Unit, a copy of the fully executed Lease and this Addendum, together with a \$75 non-refundable processing fee for each Lessee or other occupant of the Unit. The Association shall, prior to occupancy, verify the statements and representations set forth in the Lease and Addendum and notify the Lessor within said 15 days whether the proposed Lessee's statement have been determined not to be true. If the Association does not so notify the Lessor, then the statements and representations may be regarded as accurate and the occupancy of the Unit by Lessee shall be approved; provided, that if during the course of the occupancy any statement or representation by Lessee is found to be not true, then the occupancy shall be prohibited and the Lease shall be subject to termination by the Lessor and the Lessee and any other occupants shall be subject to eviction and other remedies for a default.
10. Assignment of Rents. The lease is subject to an Assignment of Rents (the "Assignment") between the Lessor and the Association, a copy of which is attached to this Addendum as exhibit A. Lessor and Lessee agree to be bound by the Assignment, and Lessee expressly acknowledges that it is obligated to pay to the Association the rents and other payments due under the Lease upon receipt of notice from the Association that Lessor is past due 30 days or more in the payment of common expense assessments of any type to the Association. Lessee is released from any liability to Lessor for payments made to the Association pursuant to the Assignment, and cannot be evicted by Lessor as a result of making such payments.
11. Default. In addition to other defaults or events of default specified under the Lease, the following are defaults under the Lease: (1) the Lessee's violation of any provision of the Association Documents, (2) any misrepresentation or omission by the Lessee under this Addendum, or (3) the Lessor's failure to comply with the City of Minneapolis landlord registration requirements or related City regulations. If, after a default, Lessee does not cure its default under the Lease or surrender the Unit to Lessor voluntarily on or before the Lease termination date specified for Lessee's default, the Lessor, or an authorized agent, may pursue an eviction action or other legal action in accordance with the Lease and applicable law. If the

Lease is terminated by reason of Lessee's default, the Association may deny the Lessee and other occupants of the Unit access to the Condominium's recreational and social amenities. If the Lessee is evicted from the Unit by court order, the Association may deny the Lessee and other occupants of the Unit access to the Condominium building.

12. Consent to Amendments or Extension. The Lease shall not be modified, amended, extended or assigned without the prior written consent of the Lessor, the Lessee and the Association.
13. Unit Restrictions Imposed by Lessor "Unit Owner" Against Lessee to be Included in this Addendum to Lease. To complete the Addendum both questions need to be answered by the Unit Owner – circle "Yes" or "No" and initial.
- | | | | | |
|--|-----|----|----------|-----|
| a. Pets are permitted within the unit. | YES | NO | Initials | ___ |
| b. Smoking is permitted in the unit and on the unit balcony/patio. | YES | NO | Initials | ___ |

This Addendum is a part of the Lease. Except as modified by this Addendum, the Lease shall remain in full force and effect.

LESSOR:

LESSEE(S):

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Address)

(Signature)

(Address)

(Printed Name)

EXHIBIT A TO LEASE ADDENDUM

THE CROSSINGS

ASSIGNMENT OF RENTS

This Assignment of Rents (the "Assignment") is entered into, effective _____, 20____, between _____ (the "Owner"), _____ (the "Lessee") and the Crossings Condominium Association, a Minnesota nonprofit corporation (the "Association").

Recitals

- A. The Owner is the owner of Unit No. _____ (the "Unit") at The Crossings Condominiums (the "Condominium") and has entered into a lease for the Unit dated _____, 20____ (the "Lease"), pursuant to the procedures and requirements set forth in the "Association Documents" as defined in the Lease.
- B. The Association is the owners' association governing the Condominium under the Association Documents.
- C. The Association, the Owner, and other residents of the Condominium, have an interest in assuring that the Unit is occupied by persons who are responsible for their conduct, who are not a physical threat to other condominium Owners and who do not have a history of violent behavior.
- D. The Owner and the lessee of the unit (the "Lessee") have signed an Addendum that is a part of the Lease and that contains certain representations by the Lessee with respect to the Lessee's prior behavior in rental situations and the absence of criminal convictions for certain types of conduct that are a threat to other persons or their property.
- E. It is the obligation of the Owner under the Association Documents to pay to the Association common expense assessments ("Assessments"), without interruption or delay, and notwithstanding the fact that the Unit has been rented and that the Owner may not be occupying the Unit, and that it is appropriate to secure the payment of the Assessments by the Owner with the rental income and other payments due from leasing the Unit.
- F. It is the intent of the Owner and the Association that the Association shall have the right to receive direct payment of the rents and other payments due under the Lease in the event that the Owner is in default (as described hereafter) under its obligation to pay Assessments to the Association.

Therefore, in consideration of the foregoing, the Association's willingness to accept the Lessee as an occupant of the Condominium and for other valuable consideration the receipt of which is hereby acknowledged, the Owner and the Association agree as follows:

Agreement

1. Assignment of Rents. The Owner hereby assigns, transfers and conveys to the Association the immediate and continuing right to receive and collect all rents and other income or payments due, or hereafter becoming due, under or by reason of the Lease, to the extent and subject to the requirements contained in this Assignment. In connection with this Assignment, Owner agrees to execute and deliver to the Association, immediately upon the Association's request, such further written assurances and assignments as may be necessary to confirm or further established the Association's rights described in this Assignment. Owner further agrees to provide to any other person, at the request of the Association, confirmation of this Assignment. This Assignment shall be subject to the following conditions:
 - A. This Assignment shall extend only to rents and other payments sufficient to reimburse the Association for any default by the Owner in the payment of Assessments as described in

Paragraph 2 below. The Association shall promptly return to the Owner any rents received by the Association in excess of the past-due Assessments.

- B. While it is the intention of Owner and the Association that this Assignment shall be a present assignment, it is expressly understood and agreed that the Association shall not exercise any of its rights or powers conferred upon it by this Assignment unless the Owner is in default in the payment of Assessments as described in Paragraph 2 below.
 - C. The Owner and the Association acknowledge and agree that this Assignment may be enforced by the Association throughout the entire redemption period provided by applicable law following any foreclosure sale of the Unit.
2. Default. The Owner shall be in default (a "default") with respect to the payment of Assessments if it fails to pay any Assessment due to the Association pursuant to the Association Documents within 30 days of the due date of the Assessment or installment thereof. Assessments include annual, special and limited Assessments, including Assessments the payment of which is accelerated, and late fees, fines, attorney's fees, interest, and all other costs incurred by the Association in enforcing the Association Documents or the Lease or Assignment provisions that benefit the Association. Upon the occurrence of a default, the Association may, without notice to the Owner, obtain all rents and other payments payable by the Lessee under the Lease by giving notice to the Lessee. Upon receipt of the notice from the Association, the Lessee shall pay to the Association all rents and other payments payable to the Owner under the lease until such time as the Association gives notice to the Lessee that the default has been cured. The Lessee shall be released from any liability to the Owner for payments made to the Association pursuant to this Assignment, and cannot be evicted by the owner as a result of making such payments. The Association shall apply all monies received from Lessee to the past-due Assessments and promptly refund to the Owner any monies in excess of the default amount. By signing this Assignment, the Owner expressly directs the Lessee to comply with the notice sent to Lessee by the Association, and the Lessee acknowledges its obligation under this Assignment to pay the rents and other payments to the Association upon receipt of the notice.
3. Maintenance of Records. The Association shall maintain records of all notices given to Lessee and the receipt of rents and other monies from Lessee in connection with this Assignment, and shall, upon Owner's request, account to the Owner for all monies received from the Lessee.
4. Representations by Owner. The Owner represents to the Association, and the Association shall be entitled to rely upon, the following:
- A. That no rent or other payments under the Lease have been or will be paid in advance by Lessee to Lessor or to any other person for a period of more than one month and that the payment of rents or other payments under the Lease will not be waived, released, reduced, discounted or otherwise discharged or compromised by the Owner.
 - B. That the Owner waives any right of set-off against Lessee or other person in possession of all or a part of the Unit.
 - C. That the owner has not assigned any of the rents or other payments payable by Lessee under the Lease to any third-party, and that it will not assign or otherwise transfer or encumber any of such rents or payments without the prior written consent of the Association.
 - D. That the Owner has good title to, and authority to rent, the Unit.
5. Indemnification. Nothing in this Assignment shall obligate the Association to perform or discharge any of the Owner's obligation under the Lease, and the Owner hereby agrees to indemnify and hold the Association, and its officers, directors and managers, harmless from and against any and all liability, loss or damage that it may or might incur under the Lease or other agreement relating to the occupancy of the Unit. Should the Association incur any liability, loss or damage by reason of any claim brought by any Lessee or

other person occupying the Unit pursuant to the Lease, the Owner agrees to promptly reimburse the Association for such costs, including but not limited to attorney's fees and other related fees and costs.

6. Notices. Notices under this Assignment shall be given in writing and delivered or mailed by U.S. mail, postage prepaid, to the address of the Owner, Lessee or Association set forth on the signature page of this Assignment. Notices shall be effective upon delivery if delivered or upon mailing if mailed. The notice address of the Lessee (i.e., the Unit address) shall not be changed. The notice address of the Owner or the Association may be changed by written notice given to all other parties.

7. Interpretation and Binding Effect. This Assignment shall be binding upon the Owner, the Lessee and the Association, and their successors and assigns, and shall be construed in accordance with the laws of the State of Minnesota. The invalidity or enforceability of any provision of this Assignment shall not affect the validity or enforceability of any other provision, and the provision found to be invalid or unenforceable shall be severed from the Assignment unless such severance would defeat the intended purpose of this Assignment. Unless otherwise indicated, capitalized reference terms shall have the meaning ascribed to them in the Lease.

Dated: _____

OWNER:

(Signature)

(Printed Name)

Address: _____

Dated: _____

ASSOCIATION:

THE CROSSINGS CONDOMINIUM ASSOCIATION

By: _____

Title: _____

Address: c/o FirstService Residential
1801 American Boulevard East, Suite 21
Bloomington, Minnesota 55425

Lessee hereby acknowledges and agrees to comply with the Lessee's obligations under this Assignment upon receipt of the notice specified herein from the Association.

Dated: _____

LESSEE:

(Signature)

(Printed Name)

Address: Unit No.: _____
Association: _____

INDEX

Addendum to Unit Lease Form	55
Additional Building Stairwell Access	13
Apartment Operating Policy	37
<u>Appendices – Commonly Used Forms</u>	48
Assessment Due Date	21
Assessment Due Policy	22
Assessment of Deductible Amounts	26
Assignment of Rents Form	58
Authorized Entry	38
Balconies	35
Bicycles, Roller Skates and Skateboards	13
Board of Directors	5
Building Exterior	35
Central Heating and Air Conditioning System	19
Common Area Storage Resolution	32
Common Areas	8
Contractor Use of the Elevators	13
Damage to Unit	25
Emergency Contact Form	54
Emergency Entry	37
Emergency Procedure	43
Entry of Real Estate Agents	39
Exhibit A to Storage Locker Resolution	34
Exterior Parking	35
Fines and Sanctions	22
Garage/Parking Areas	30
General	37
Grocery/Luggage Carts	13
Insurance	24
Interior Parking Spaces	31
Key Authorization Form	52
Laundry Facilities	10
Laundry Room Etiquette	11
Lobby Management Office	37
Management	5
Mechanical Systems	17
Motorcycle Policy	31
Motorcycle Registration Form	51
Moving and Deliveries	12
Noise and Disturbances	7
Non-Owner Occupancy	27
Operating Personnel	6
Package Authorization Form	53

Party Room	11
Party Room Registration Form	49
Pet Registration Form	50
Pets	13
Policy on Association Member Inspection of Books and Records	6
Privacy of Residents	7
Recreation Facilities Operation Policy	39
Refuse and Debris	15
Remodeling and Construction Guidelines	16
Resolution of Faucets and Shower Valves	21
Safety and Aesthetics in Common Areas	8
Sale of Personal Property and Estate Sales	27
Security and Garage	36
Security Operating Policy Security Door Cards	36
Solicitations	7
Storage Lockers	31
Use of Individual Dwelling Units	9
Visitors/Guests	8
Weekend, Holidays, & Nighttime Access by Residents	39

ⁱ *Approved by Board of Directors, March 4, 2003*

ⁱⁱ *(Approved by the Board of Directors on November 3, 2003).*

ⁱⁱⁱ *Effective May 1, 1990*

^{iv} *The Crossings Policy Amendment - Approved by the Board of Directors on March 13, 2000*

^v *This language replaces Association policy regarding installation of a TV Satellite Dish, effective September 4, 2012.*

^{vi} *On September 6, 2005 the Board of Directors approved an amendment to the December 31, 2005 deadline to extend to May 1, 2006.*

^{vii} *The Crossings Late Fee Policy Amendment-Approved by the Board of Directors on October 5, 2004-Effective January 1, 2005 the late payment fees increase from \$25 to \$50.*

^{viii} *The Crossings Assessment Due Policy Amendment - Approved by the Board of Directors on March 6, 2007*

^{ix} *The foregoing Resolution dated November 9, 2011 is intended to replace the section of the current Crossings Operating Policy entitled – DAMAGE TO PERSONAL PROPERTY. Resolution: INSURANCE – DAMAGE TO UNITS – ASSESSMENT OF DEDUCTIBLE AMOUNTS*

^x *The action taken by the Crossings Board of Directors July 3, 2007, to automatically assess a fine of \$200.00 against any homeowner who allows a tenant to move in without the prior authorization of the office manager or if the three required documents are not on file in the management office, is in conflict with provisions of the existing policy regulating non-owner occupancy as well as the existing policy on fines and sanctions and is hereby repealed and any fines imposed under its provisions are excused.*

^{xi} *Approved by the Board of Directors, August 7, 2007: Preamble: Recent changes in the practice of conducting background investigations on prospective non-owner occupants as well the city of Minneapolis requirement that landlords be licensed to let property are not included in the Crossings Non-owner Occupancy Policy.*

^{xii} *Approved by the Board of Directors on April 1, 2004*

^{xiii} *Approved by the Board of Directors on July 3, 2007*

^{xiv} *Crossings Motorcycle Policy - Approved October 5, 2005*

^{xv} *Common Area Storage Resolution passage date, December 13, 1999*