

ST. ANTHONY NORTHEAST CONDOMINIUM ASSOCIATION
RULES

Updated September 2019

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ST. ANTHONY NORTHEAST CONDOMINIUMS RULES

Preamble

Each Owner's use of the facilities in St. Anthony Northeast Condominium ("Condominium") is subject to these and any new rules as may be established by the Board of Directors ("Board") of the St. Anthony Northeast Condominium Association ("Association") from time to time.

These Rules have been drafted to provide guidelines and protections to the Owners. The Board can review the Rules at any time to assure that they meet the requirements and wishes of the majority of the Owners. These rules are written in conformance with the Declaration and By-laws of the Association, as well as applicable city and state law.

Each Owner must comply with the rules and is responsible for ensuring compliance of the rules by the Owner's family, guests, visitors, lessees, contractors and other invitees. All Lessees and Occupants of any Living Unit are subject to these Rules, and the Owner is responsible for providing any Lessee/Occupant with a copy of the then current Rules.

Rules

1. Limitation on Use of Common Elements.

The Common Elements are for the enjoyment of Owners and guests. The following uses are specifically prohibited in Common Elements:

- a. Any use of Common Elements which creates a nuisance or disturbance for others.
- b. The Building's Quiet hours are from 10 PM to 8 AM. Each Owner should particularly minimize noise intrusion in any form including that from sound systems, machinery and appliances from 10 PM to 8 AM.
- c. The indoor Common Elements, including the Breezeway and garage are tobacco-free areas. Tobacco products are not allowed in the Common Elements or within 25 feet of any entrance to the building.
- d. Any use that damages or interferes with the operation of the structural, mechanical or electrical elements.
- e. The Common Elements shall not be used for any purpose other than those for which they are designed. Any damages resulting from misuse shall be borne by the Owner.
- f. The common hallways floor shall be kept clear of all personal items. This includes but is not limited to shoes, umbrellas, shovels, boxes, etc. Doormats are allowed.

- g. Excessive use of any common element electrical outlet (i.e., hallways, laundry room, lobby, garage, and storage room) for charging is not permitted.

2. Party Room

- a. The Party Room is available for reservation 365 days a year from 9 AM to 10 PM. Reservations can be made by contacting our Property Manager.
- b. After using the Party Room, it is the responsibility of the Owner or Lessee reserving the Party Room to clean up after themselves. If this is not done, the building cleaners will be employed by the Association to clean up and the time required to clean will be charged to that Owner.
- c. Guns are not permitted in the Party room, or the other indoor Common Elements.

3. Front Entry

- a. The front entry is to be kept clear of Owner's personal items. Mail and other items delivered to the Condominium should be picked up within 48 hours.
- b. The only lockboxes allowed in the front entry are those used in the sale of a Living Unit and/ the Property Manager. All Lockboxes posted in the vestibule or in any common area must display a realtor's business card and MLS number for an active listing. All non-conforming lockboxes will be cut off stored for 30 days and then discarded.

4. Exercise Room

The exercise room is available to all Owners and Lessees. It is the responsibility of the Owner or Lessee to clean up after him or herself after each use, and to return the workout items to their proper place. Exercise room users shall be considerate when exercising, as noise from dropping weights or treadmills travels to Living Units and follow the building's quiet hours from 10 PM to 8 AM.

5. Trash Chutes

- a. There are trash chutes located on each floor of the Condominium. The trash chute leads to a dumpster in the garage is to be used for trash only. No recycling should be sent down the chutes. Trash chutes cannot be used for disposal of boxes or other bulky objects that could result in blocking the chutes.
- b. No furniture, appliances, electronics or other items may be left in the trash rooms, nor anywhere in the garage, dumpster room or common areas. Applicable fines, plus the cost of having item(s) hauled away and properly disposed of by the Association will be assessed.

6. Limitation on Use of Living Unit

Each Owner has control and use of his or her Living Unit for residential living as defined in the Declaration and by applicable laws. The following uses are specifically prohibited:

- a. Any use which creates a nuisance or disturbance for others. Each Owner should particularly minimize noise intrusion in any form including that from sound systems, machinery and appliances from 10 PM to 8 AM.
- b. Any use that damages or interferes with the operation of the structural, mechanical or electrical elements.
- c. The Limited Common Elements shall not be used for any purpose other than those for which they are designed. Any damages resulting from misuse shall be borne by the Owner.
- d. No Owner shall use or permit to be brought into the Living Units or any portion of the Common Elements, any flammable fluids, explosives or articles deemed hazardous to person or property without, in each case, obtaining the prior written consent of the Board.
- e. An Owner or occupant may engage within the boundaries of the Owner's Living Unit in a home occupation including but not limited to office and studio uses, and such other uses which by custom are considered accessory to a dwelling: provided, however, that no sign advertising such occupation shall be displayed. No non-resident business activity, trade, or occupation of any kind shall be conducted, maintained or permitted on any part of the Condominium other than the leasing of the Living Unit.
- f. Each Owner shall comply with all applicable laws, ordinances and regulations, and shall defend, indemnify, and hold the Association and other Owners harmless from all fines, penalties and costs for any violation thereof.
- g. Window treatments must be in harmony with the design of the Condominium and must be properly installed. No blankets, sheets or loose fabric shall be permitted. The Association Board shall be the final arbiter of any disputes under this section.
- h. Window air conditioners are not permitted.
- i. No signage of any sort is permitted.

7. Sale of Unit

- a. Any Owner intending to sell his or her Unit shall inform the property manager prior to listing the Unit. The Association shall, within 7 days after a written request from an Owner or the Owner's authorized agent, furnish a certificate containing the information required by Minn. Stat. 515B.4-107(b).

- b. The Seller of the Unit must provide a subsequent purchaser with this certificate to comply with the provisions of Minnesota Statutes, Section 515B.4-107.
- c. A reasonable fee will be charged for preparation of this certificate.
- d. Upon purchase of a Unit, the new Owner shall become a Member of the Association by registering his/her name, address and evidence of interest in the Unit with the Property Manager and the Secretary of the Association.

8. Pets

Domestic dogs and cats, fish and small birds may be kept in the Living Unit. Any commercial or breeding purpose is prohibited. No more than two dogs and/or cats in aggregate may be kept in any Living Unit. The following restrictions apply:

- a. Any disturbance, excessive noise or noxious odor caused by pets will be referred to The Board for sanction including fines and/or removal of the pet from the building.
- b. The Board has full and final authority in determining which pets will be allowed pursuant to this regulation.
- c. Proper disposal of pet waste is the responsibility of the pet's owner. Cat waste is to be double-bagged and sealed before being put in the trash chute. No pet waste is to be put in any trash cans in the common areas of the Condominium other than the dumpster in the garage.
- d. All animals must be leashed and under control while in the Common Elements.
- e. The Pet Owner assumes full responsibility for the injuries or property damage caused by his or her pet and shall indemnify, defend and hold harmless the Association, its Board and the other Unit Owners against loss, damages, claims or liability of any kind or nature, arising from, or growing out of, any act of such pet.
- f. Pet owners must register all pets with property manager using the form included in Appendix E.

9. Children

An Owner or lessee or guest bringing children under the age of 18 into the Condominium shall supervise the child at all times.

Owners are solely responsible for the guest's children's welfare and safety while visiting the Condominium. The Association and the other Owners shall be indemnified, defended and

held harmless by such Owner(s) and their guests in any action or occurrence involving the use of the Common Elements by children.

10. Remodeling and Construction

A. General Rules for Construction

- a. Hours for contractor construction work (including painting and wall papering) are from 8:00 AM until 5:00 PM, Monday through Friday. There is no contractor construction work allowed on weekends or holidays. Because the condominium is a secured building, a written list of contractors and workers who will be accessing the building and/or Living Unit should be provided to the Property manager before work begins. Owners may perform work within their Living Units as long as such work does not disturb other residents.
- b. Arrangements must be made in advance with the Property Manager to have the elevator padded. A tarp or runner should be provided by contractors and used in the elevator cab and corridors when transporting material, which could cause damage or create a mess (for example drywall or carpeting). Doors shall not be left propped open to facilitate transportation of materials.
- c. Contractor vehicles are allowed to park in the garage entry driveway ONLY to load or unload materials. Vehicles must be moved to another location once unloading or loading is complete. Parking is available on the street. Under no circumstances are contractor vehicles allowed to park or stop in any private parking stall without authorization by the Owner of such stall.
- d. Any work performed in a Living Unit that may cause a noise disturbance (such as drilling, hammering, use of electric saws, etc.) to other residents should be cleared in advance with the Property Manager. A memorandum will then be circulated to surrounding residents regarding the noise disturbance. Wherever possible, work involving cutting or sawing shall take place off premises. Sawing, cutting, and other construction related activities shall not take place in hallways, the garage, or the driveways.
- e. Contractors must remove all debris off the premises before leaving at 5:00 p.m. each day. At no time shall construction materials of any kind be left in hallways, put down the trash chute or put in Condominium dumpsters. This includes wood, drywall, carpet scraps, tile, cardboard boxes, paint, etc. Maintenance staff and the board are authorized to enforce this rule. The Unit Owner may be billed for the cost of such enforcement or remediation.
- f. No equipment, building supplies, or personal property may be left unattended in the common areas of the building without consent of the board and property management. The common areas of the building may not be used as a working area to any extent.

- g. Contractors are responsible for cleaning up after themselves at the end of each work workday. This means vacuuming, dusting, and removing trash from common areas as required to restore the area to its condition before work began. Additional cleaning required to be performed by Condominium staff will be billed to the Owner or contractor (if hired by board).
- h. Any damages to the building, elevator or common areas will be billed to the Unit Owner at actual cost. In addition, any mess caused by construction work or construction workers or service personnel that has to be cleaned by building staff will be billed to the Unit Owner at cost per hour (this includes carpet layers who leave a trail of carpet fuzz in the elevators and corridors). Construction should be done in such a manner to prevent dust and debris from entering the HVAC, plumbing, and fire protection systems.
- i. For MAJOR remodeling or construction projects, the general contractor MUST consult with the Property Manager prior to starting any work. In addition, it is STRONGLY advised that the general contractor consult with the Property Manager prior to starting any work, regardless of the project size. This will offer an opportunity to resolve any questions or problems prior to any work commencing.

B. Remodeling of Living Unit Affecting Limited Common Elements.

The following rules and regulations relate to Living Unit construction, and are intended to facilitate construction and to minimize impact on other Owners.

- a. Any construction or remodeling work, which involves an alteration to a Common Element or Limited Common Element must be approved by the Board of Directors.
- b. Plumbing changes that require shutting down the water must be coordinated through the Property Manager. Unit Owners may request that the water to a part of the building be shut off so that they can make elective repairs and renovations. The written request for water shut-off must be provided to the Property manager at least 48 hours prior to the requested water shut-off in order to allow the management time to notify other affected Owners and make the necessary arrangements. Water shut-offs will be scheduled only between 9 AM and 3 PM, Monday through Friday. Except in the case of an emergency, water will not be shut off on weekends and holidays. The charge for water shut-off will be billed to the Unit Owner at the actual cost incurred by the Association.
- c. An Owner must provide a copy of the Rules to the Owner's contractor prior to performing any work.
- d. Owners are to notify the Property Manager when they schedule work in their Living Unit.

C. Remodeling of Living Unit Affecting Common Elements

- a. Any construction or remodeling work, which involves an alteration to a Common Element or Limited Common Element must be approved by the Board of Directors.
 - 1.) Any construction or remodeling work, which involves any portion of the electrical, plumbing, fire protection or HVAC systems, must be coordinated through the Property Manager. The Condominium is a building of shared electrical, plumbing, fire protection and HVAC systems, and any changes to these systems may or may not affect other resident's. HVAC changes may require rebalancing the whole building. Consult with the Property Manager at least 30 days prior to any such remodeling or changes, as Board approval may be required.
 - 2.) Plumbing changes that require shutting down the water must be coordinated through the Property Manager. Unit Owners may request that the water to a part of the building be shut off so that they can make elective repairs and renovations. The written request for water shut-off must be provided to the Property manager at least 48 hours prior to the requested water shut-off in order to allow the management time to notify other affected Owners and make the necessary arrangements. Water shut-offs will be scheduled only between 9 AM and 3 PM, Monday through Friday. Except in the case of an emergency, water will not be shut off on weekends and holidays. The charge for water shut-off will be billed to the Unit Owner at the actual cost incurred by the Association.
- b. An Owner must provide a copy of the Rules to the Owner's contractor prior to performing any work.
- c. Under no condition will alterations, modifications, or attachments, to any common wall, exterior wall, roof or electrical, fire protection, HVAC, or plumbing system component, be permitted, except as permitted elsewhere in these rules (under certain conditions, fasteners may be permitted at common walls).
- d. Excess humidity can damage the Condominium. In order to prevent any such damage, if an Owner chooses to install any humidification system in the Owner's Unit, the Owner must obtain prior written approval of the proposed humidification system from the Association.
- e. Except as specifically noted herein, no alteration, modification, or attachment to Common Elements of the Condominium shall be undertaken without the express written consent of the Board. Such prohibition includes any alteration, modification, or attachment to floors, structural walls, or ceiling and any other Common Elements.
- f. An Owner wishing to alter, modify, or attach to any element of the Common Elements shall submit a written request describing the extent of the proposed work, and shall allow time for the Board and its consulting engineer to review the request. Where the proposed work may result in major alterations, as determined by the board, the written request shall include scaled drawings and specifications prepared by a structural engineer licensed in the State of Minnesota as required to adequately

describe the extent of the work. Any such work shall be performed by a licensed contractor and with a building permit issued by the Department of Inspections for the City of Minneapolis. Any proposed modifications to a Common or Limited Element may, in the judgment of the Board, require the Association to retain a consulting architect, engineer or independent testing company. All expenses related to such consulting expenses shall be assigned to the Owner requesting the modification.

- g. Within 180 days after the completion of the installation of any hard surface floor or of any other improvements, the Association reserves the right to order a field test of the floor to assure that the improvements meet all sound certification standard of the City of Minneapolis for the issuance of a building permit and of the Association. If the test result shows that the improvements do not meet all such standards, the cost of the field test shall be at the expense of the Owner, and the Association may order removal of the newly installed floor or bring such floor up to applicable standards.
- h. All electrical, plumbing, fire-protection and HVAC work shall be performed by licensed contractors and shall require building permits issued by the Department of Inspections for the City of Minneapolis. Copies of all required permits shall be provided to the Property Manager before beginning work. Such work must not adversely impact the base building systems or any other Living Units within the building.

D. Repairs to Living Unit

- a. Owners are financially responsible for repairs to their Living Unit and their Limited Common Elements. See the Declaration for a complete discussion of Limited Common Elements and Common Elements.
- b. In the case of emergency, Management may enter Living Units to prevent or mitigate damage to Common Areas, Limited Common Elements or other Living Units.

11. Living Unit Leasing Rules

The following Regulations have been adopted for any Owner who leases his/her Living Unit:

- a. The Owner must provide the Association with copies of the following:
 - 1.) The completed Lease Agreement,
 - 2.) A completed Landlord Tenant Information Sheet,
 - 3.) A completed Addendum to Unit Lease,
 - 4.) A completed Certification of Owner, and
 - 5.) An Assignment of Rents.

Copies of the Landlord Tenant Information Sheet, Addendum to Unit Lease, Certification of Owner, and Assignment of Rents can be found in Appendixes A through E of the Rules.

Any Lease Agreement should contain the name(s) of the Lessee and all occupants of the Living Unit, and the term of the Lease Agreement. All requirements should be delivered to the Secretary of the Association or the Property Manager.

- b. Living Units must be leased in their entirety.
- c. A Living Unit is prohibited to be used for transient or for hotel purposes requiring customary hotel type services, or for a period of less than 6 months.
- d. The Lease Agreement must provide the Association with the authority to terminate the lease in the event of infractions of the Association's Rules and Regulations.
- e. The Owner must provide the information requested in item (A) above each time a Living Unit is sublet to a new Lessee, or whenever the term of the lease is extended or renewed with an existing Lessee.
- f. It is the Owner's responsibility to supply a copy of the Rules to the Lessee, and see that the Lessee complies with all Rules and Regulations of the Association.
- g. Any owner wishing to rent their Living Unit must obtain the proper licensing through the City of Minneapolis, and maintain a copy of their current license on-file with the association, while their Living Unit is being rented or up for rental.
- h. Owners must provide the Association or its Property Manager with a copy of the Rental Agreement and all required documentation, at least 15 days after to move in, to ensure compliance with the Association's standards and for emergency contact purposes each time the Unit is newly rented or the term of the lease is extended or renewed with an existing lessee. Full contact information for Owners and ALL Lessees is required via the Landlord Tenant Contact Information Sheet, which must accompany any lease per above.
- i. All leases shall provide that the Lessees are subordinate and subject to the provisions of the Declaration, By-laws, and Rules and Regulations and applicable state law, and that any failure of the Lessees to comply with the terms of such documents shall be a default under the lease. A copy of the current Rules and all addendums must be included as an addendum to any lease.
- j. Owners delinquent in Association Dues, Assessments and/or any other amounts owed to the Association, shall be subject to collection by Assignment of Rents as described in the Association Lease Addendum, Exhibit A: Assignment of Rents.
- k. Owners will be notified and held accountable for any lessees/and or guests of lessees infractions. The Board may take action authorized by the governing documents of the Association against the owner on behalf of their lessees. This may include and not be limited to: assessment of fines and, or, take legal action against the owner pursuant to its governing documents.

- I. Lessees must communicate requests to the Association or its Property Manager through their landlord or Management Agent. Owners will be responsible for any expenses incurred by a lessee contacting the Association or Property Manager. Exceptions may be made for emergency situations that affect other Living Unit's Limited Common Elements or Common Elements (flooding, fires, etc.).

12. Moving In or Out of a Living Unit

All Owner and Lessee moves must be scheduled with the Association at least 5 days in advance.

A move-in fee of \$75 and a move-out fee of \$75 will be assessed per occurrence. This fee must be paid in advance when scheduling your move in with the Association. Failure to schedule a move will result in a fine of \$100 plus the fee due, per occurrence.

13. Dispute Resolution

If any differences arise between the Owners under these Rules, or with respect to the party walls, easements, conditions, covenants or restrictions set forth herein, the differences shall be determined and the disagreements shall be settled by the majority vote of the Board. The decision of the Board shall be final as to the content and interpretation of the Declaration or any other instrument related to the Association, and as to the mode of carrying the provisions into effect. The Board shall be entitled to the advice of professionals in resolving such disputes and shall be entitled to assess costs of such advice against the disputing Owners.

14. Board's Authority

The Board reserves the right to amend, alter, grant waivers or cancel any of these Rules and Regulations and to make such other Rules, from time to time as necessary for the safety, care and cleanliness of the Condominium, and for securing the comfort and convenience of all Owners.

15. Fines

- a. **Violation of the Association Rules** will result in the fines as outlined in Addendum 2.0, plus actual expenses to remedy damages as a result of the violation. Additional fine levels will apply if same rule violation occurs again during any 36-month period.
- b. **Increased Fines:** The association reserves the right to increase fines in violation including but not limited to illegal activity, extreme nuisance, action that compromises safety/security of the property, multiple violations (different issues) within 36-month period, or multiple complaints on same violation. This includes but is not limited to more than one complaint of a loud gathering inside or outside SANE, sleeping in common areas, propping open unattended doors, disabling common

area locks and threatening or harassment of another Association owner/resident, property management company staff or Association/property vendor.

- c. **Illegal Activity:** Police will be notified of illegal activities (i.e. illegal drug use, theft, domestic violence, harassment, etc.) occurring on Association property.
- d. **Owner Contest Fine:** An owner may contact Board to schedule time to review violation and fine with Board at the next regular scheduled Board meeting.
- e. **Fines** are due within 30 days of receipt of notification of fine, unless the owner has notified the Board that they have contested the Fine, then the owner has 30 days from the date from which the Board makes its final decision.

16. Notice to Owners

The Board will provide reasonable notice of any changes in these Rules to the Owners prior to their effective date.

ADDENDUM 1.0

Garage, Surface Parking Lot and Bike Storage

Exclusive Use

Since cost of running and maintaining all SANE property and equipment is shared by all owners, all areas of the SANE property are for the exclusive use of SANE owners, current rental residents and accompanied guests.

Violation of the Association's Rules will result in fines plus actual expenses to remedy damages as a result of the violation per the fine schedule.

SANE is not responsible for any personal item stored in common area, parking lot or garage on property.

1.0 Garage, Garage Storage Units & Garage Parking Stalls

- 1.1 **GARAGE SAFETY:** To protect everyone in our community, all vehicles entering and exiting through garage door must wait within 10 feet from garage door until it is completely closed before proceeding out of parking lot or to garage parking space.
- 1.2 One automobile, motorcycle or other motorized vehicle can be parked in a single garage parking space.
- 1.3 Each garage parking stall may contain only one automobile, motorcycle or other motorized vehicle and up to two non-motorized bikes only. Any other thing including but not limited to boats, snowmobiles, trailers, recreational vehicles, buses, camper tops or trucks in excess of 9,000 pounds gross weight are prohibited.
- 1.4 Bikes can be neatly stored in garage stall either in back of stall or locked to approved hook installed on wall of stall. Bikes cannot be locked to any other part of the garage including but not limited to building pipes or cement pillars.
- 1.5 No boxes, containers or storage bins allowed in garage parking stall.
- 1.6 Gasoline, oil and other flammable material must not be stored in any part of the garage.
- 1.7 Speed limit: 5 mph
- 1.8 Garage parking stalls can only be occupied by owners and current rental residents of the Association.
- 1.9 Motor vehicles may be parked only in garage parking stall, which is assigned to or rented by the owner of motor vehicle.

- 1.10 The garage and garage stall is not to be used for personal construction activities or storage.
- 1.11 Motor vehicles must fit within their garage stall without projecting into the aisle and without crowding or otherwise inconveniencing neighboring stalls.
- 1.12 No unauthorized person shall interfere with any part of the lighting, heating, ventilation system, garage door opener or other apparatus in the garage.
- 1.13 Owner of garage parking stall is responsible for promptly cleaning up oil and other leaks from their vehicle. Vehicles with leaks should be repaired immediately. If needed, owner must contact Property Manager to resolve short-term fix to catch leaking fluid.
- 1.14 Changing oil and vehicle repair is prohibited on SANE property. Changing tires or batteries, adding oil or washer fluid is permitted.
- 1.15 No motor vehicle in non-operative condition or not currently licensed for road use can be left standing anywhere on SANE property.
- 1.16 Excessive running of any motor vehicle in the garage is prohibited.
- 1.17 The garage cannot be used for recreational activities.
- 1.18 It is strongly recommended that owners keep their assigned storage lockers locked and in good working order.
- 1.19 Excessive use of element electrical outlet in garage and storage rooms is not permitted. Charging of vehicles or other equipment is considered excessive.

2.0 Surface Parking Lot

- 2.1 One automobile, motorcycle or other motorized vehicle can be parked in a single surface parking space. Any other things including but not limited to boats, snowmobiles, trailers, recreational vehicles, buses, camper tops or trucks in excess of 9,000 pounds gross weight are prohibited.
- 2.2 Speed Limit: 10 mph.
- 2.3 Vehicles and vehicle occupants must proceed through SANE parking lot quietly and safely including but not limited to adhering to speed limit and parking lanes, no honking, no screaming/loud talking, no loud music, no revving of engines, etc.
- 2.4 Parking is permitted in marked reserved owner- and designated guest-parking spaces only. Any vehicle illegally parked in marked reserved owner parking space will be towed without warning.
- 2.5 All vehicles must be parked within the designated parking lines, and without crowding or otherwise inconveniencing neighboring spaces, or extending into the driving lanes.

- 2.6 Operation of non-street licensed vehicles is prohibited on SANE property including but not limited to snowmobiles, ATV, electric scooters, and skateboards.
- 2.7 No motor vehicle in non-operative condition or not currently licensed for road use can be left standing anywhere on SANE property.
- 2.8 The parking lot cannot be used for the storage of any motor vehicles. Any vehicle which has not been operated on the public streets within the previous 14 days is considered stored motor vehicle and is prohibited.
- 2.9 Motor vehicles in parking lot cannot be covered by car covers, tarps, etc.
- 2.10 Motorcycles must be parked in marked parking space. A block of wood or similar protection must be used under kickstand to prevent damage to the asphalt surface during warm weather.
- 2.11 All vehicles must be removed from the parking lot according to the snow plowing rules and other notices posted by the board and property management company. See Addendum 4.0 for full Snow Plow Policy.
- 2.12 If vehicles are to be towed in accordance with Addendum 1.0 and/or the snow policy, the cost of towing will be at the vehicle owner's expense, be it Living Unit Owner, Lessee, or guest.
- 2.13 Owner is responsible for promptly cleaning up oil and other leaks from their vehicle. Vehicles that leak should be repaired immediately. If needed, owner should contact Property Manager to resolve short-term fix to catch leaking fluid.
- 2.14 Changing oil and vehicle repair is prohibited on SANE property. Changing tires or batteries, adding oil or washer fluid is permitted.
- 2.15 Upon written request by the Association, Owners and Lessees must provide the association with the following information concerning motor vehicles parked on Association property: make, model, year, and color and license number.
- 2.16 Strict compliance with posted regulatory signs by SANE or City of Minneapolis is expected including but not limited to "No Parking", "Fire Lane" etc.
- 2.17 The Board and the Property Manager is authorized to tow improperly parked vehicles from the property at the owner's expense and WITHOUT WARNING.

3.0 Car Wash Area

- 3.1 After use of car wash area: please hose down floor, roll up hose on caddie and turn off water. Personal items are not to be left in car wash area.
- 3.2 Motor vehicles must be washed only in the car wash area, not in garage parking stall or the outdoor parking area.

4.0 Trash Room & Recycle Bins

- 4.1 Trash to be placed in trash room dumpster only. No trash to be left in trash chute rooms on each floor, outside trash dumpster in garage trash room or outside recycle bins.
- 4.2 Trash that requires special handling, including but not limited to electronics, construction material and appliances must be properly disposed of through city or county by owner.
- 4.3 Trash requiring special handling must not be left in trash room or any other area of SANE property.
- 4.4 Recycle trash must be placed in designated recycle bin and container lid must close properly.
- 4.5 If recycle bin not designated for recycle items, material must be taken to appropriate recycle facility by owner.

5.0 Bike Storage

- 5.1 SANE is not responsible for any bikes stored in common area or garage of property.
- 5.2 All bikes can be properly stored only as outlined below:
 - 5.2.1 Properly hung on SANE provided bike rack in garage
 - 5.2.2 Properly stored in garage parking stall
 - 5.2.3 In owner unit
 - 5.2.4 In owner storage unit
- 5.3 SANE provides a common bike rack in garage to store bikes. Bikes must be neatly and properly stored on provided garage bike rack.
- 5.4 No bike can be parked or locked to any part of SANE inside or outside property except as outlined in rule #5.2 above. Prohibited property includes but is not limited to lighting posts, railings, cement pillars and pipes.
- 5.5 Improperly stored or parked bikes will be impounded and released after \$100 fine is paid. Unclaimed bikes will be donated after fourteen (14) days.
- 5.6 The Board and the Property Manager is authorized to remove improperly stored or parked bikes from the property at the owner's expense.

ADDENDUM 2.0

FINE SCHEDULE

The fine structure is as follows:

1 st Violation	\$50
2 nd Violation	\$100
3 rd Violation	\$200
4 th Violation	\$400
5 th + Violation	\$600

ADDENDUM 3.0

MISCELLANEOUS ITEMS REPLACEMENT COSTS
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The replacement cost for the following items are as follows:

Front Entrance Key Fobs:	\$25
Garage Door Openers:	\$25

ADDENDUM 4.0

SNOW PLOW POLICY

1. The parking lot will be plowed after a snowfall of 1.0"+. This is determined by the standard measurement at the Twin Cities airport. The sidewalk and stairs will be cleared after a snowfall of 0.5"+.
2. By 8 AM, after an 1.0"+ snowfall, all cars must be moved out of the SANE Parking lot.
3. After 8 AM, any car in the SANE Parking Lot will be towed without notice.
4. For heavier/continuous snowfalls, pass through plowing will be done in order to open up driving lanes until the lot can be completely plowed.
5. If there is a snowfall of 1.5"+ or more for several days in a row, the parking lot will be plowed every day in accordance with this policy.
6. Cars must remain out of the lot until the entire lot is plowed from side-to-side. If you see the Parking lot was not plowed upon your return, keep moving your car each day (8 AM – 5 PM) until the lot is fully plowed.
7. If being out of town, vehicle owners are responsible to make arrangements to have their cars moved in accordance with this policy.
8. When parking on the street, please know the Minneapolis Snow Emergency Rules and no parking zones around SANE.
9. The fee to release an impounded car is owner's responsibility.

Appendix A

LANDLORD TENANT INFORMATION SHEET St. Anthony NE Condominium Association

This Information Sheet must be completed and submitted to the Association Manager, along with a copy of the signed lease, at least fifteen (15) days prior to the commencement of the lease term.

Owner Name(s): _____

Owner Address: _____

Owner Contact Information

Phone (Home): _____

Phone (Work): _____

Phone (Cell): _____

Email: _____

Rental Property Address: _____

Tenant Name(s): _____

Lease Start / End Dates: _____

Tenant Contact Information

Phone (Home): _____

Phone (Work): _____

Phone (Cell): _____

Email: _____

Make, Model and License Plate # of All Vehicles of Tenant / Occupant(s):

Vehicle #1: _____

Vehicle #2: _____

Vehicle #3: _____

FOR ASSOCIATION USE ONLY

Date Received: _____ Move Fee Paid? Y I N Date: _____

Date Lease Approved: _____ Move In Scheduled for: _____

Appendix B

The St. Anthony NE Condo Association ADDENDUM TO UNIT LEASE

Date: _____

Lessor: _____

Lessee: _____

Other Occupants: _____

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

Parking Lot Assigned Parking Stall: _____

This Addendum is part of a Lease (the "Lease") dated _____ under which the Lessee is renting unit referred to above from Lessor. The Unit is part of The Condominium (the "Condominium"), which is governed by The St. Anthony NE Condo 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 St. Anthony NE Condo Association 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 Lessee shall use the Unit 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 provisions 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, (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. 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.

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)

Appendix C

ASSIGNMENT OF RENTS

This Assignment of Rents (the "Assignment") is entered into, effective _____,
Between _____ (the "Owner"),
_____, (the "Lessee")
and St. Anthony NE Condo Association, a Minnesota nonprofit corporation (the "Association").

Recitals

- A. The Owner is the owner of Unit No. _____ (the "Unit") at The St. Anthony NE Condo Association (the "Condominium") and has entered into a lease for the Unit dated _____ (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. Interpretations 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: _____

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.)

The St. Anthony Condo Association

By: _____

Title: _____

(Address)

Appendix D

CERTIFICATION OF OWNER

Owner(s) Name(s): _____

Property Address: _____ Unit _____, MN

Prospective Tenant Name(s): _____

I/we, the above-named Owner(s) of the above referenced unit located within St. Anthony NE Condominium Association ("Association"), do hereby certify to the Association, its agents and representatives, as follows:

1. I/we have undertaken to have a nationwide background check performed on each of the above named prospective tenants.
2. Such background check was performed by an independent, reputable, experienced professional.
3. The agency conducting the background check holds any and all licenses necessary to conduct such background checks as may be required by state or federal law.
4. I/we have reviewed the information contained in the background check reports(s), and there is nothing identified in those reports indicating that the prospective tenant(s) would pose a health or safety risk or pose any other type of danger to the other Owners and Occupants of the Association community or their property. Specifically, there is no evidence of any of the following criminal activities:
 - Assault, battery or other evidence of violence against persons or property
 - Sexual assault or other criminal sexual activity
 - Stalking, harassment or similar acts
 - Robbery, burglary, murder, rape, or other violent felony against persons or property
 - Drug-related activity

I/we understand that the above-described list is not intended to be exhaustive, and the mere absence of evidence of such activity does not necessarily indicate that the prospective tenant poses no health or safety risk or other type of danger to Owners or Occupants of the Association.

I/we hereby certify the above to be true as of the date hereof.

Date: _____
Name _____

Date: _____
Name _____

ALL OWNERS OF THE PROPERTY MUST SIGN THIS CERTIFICATION, AND ALL A NOTARY PUBLIC MUST ACKNOWLEDGE SIGNATURES.

STATE OF MINNESOTA)
) SS.
County of _____)

On the _____ day of _____, 20____, before me appeared _____ to me personally known to be the person described in and who executed the same as his/ her free act and deed.

Notary Public

STATE OF MINNESOTA)
) SS.
County of _____)

On the _____ day of _____, 20____, before me appeared _____ to me personally known to be the person described in and who executed the same as his/ her free act and deed.

Appendix E

See Pets Registration Form on the following page.

Pet Registration

All residents with pets are required to register their pet with management per your association's Rules and Regulations. Please fill in all fields below and make sure to keep this information up to date with our office.

Today's Date: _____

Building/Property Name: _____

Property Address: _____ Unit #: _____

Resident Name: _____

Cell: _____ Day: _____ Evening: _____

I am a renter: Yes No

Resident Name: _____

Cell: _____ Day: _____ Evening: _____

I am a renter: Yes No

PET #1

Name: _____
 Breed: _____
 Color: _____
 Weight: _____
 Birthdate: _____
 Age: _____
 Rabies Date: _____
 Distemper Date: _____

PET #2

Name: _____
 Breed: _____
 Color: _____
 Weight: _____
 Birthdate: _____
 Age: _____
 Rabies Date: _____
 Distemper Date: _____

I/We have the pet(s) listed and the information provided is accurate.

 Resident Signature

 Resident Signature

PLEASE RETURN THIS FORM TO FIRSTSERVICE RESIDENTIAL:
FAX: 952.277.2739
EMAIL: info.mn@fsresidential.com
MAIL: enclosed envelope