

Greensboro Condominium Owners Association

Rules and Regulations A Guideline to Greensboro Living

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RULES AND REGULATIONS GREENSBORO CONDOMINIUM OWNERS ASSOCIATION

Adopted by the Board of Directors: February 25, 2020

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INTRODUCTION

The rules are intended to protect your property values as well as to promote the privacy and enjoyment of all residents.

Greensboro Condominium Owners Association is a residential community comprised of sixteen separate buildings, with 260 individual three-bedroom townhomes, two-bedroom townhomes, apartment style homes and one 2 level Club House, 2 tennis courts and an outdoor pool. The property was originally constructed as a rental community in 1969. It was converted to a condominium form of ownership in July 1974. The Owners are members of the Association.

The Association is a non-profit corporation and its business affairs are conducted by the Board of Directors (The Board). The Board is responsible for representing the Association in matters of operation, development, and expenditures relating to the property, as determined by the Association's Bylaws and Articles of Incorporation, and the Declaration of Greensboro.

Each homeowner has the right and responsibility to vote for homeowners they wish to represent their interests on the Board. These homeowners are elected at the Association's Annual Meeting, held in spring of each year. The Board meets regularly, monthly in the Club House, or alternative location as approved by the Board of Directors. The beginning of each meeting is reserved for questions, concerns, and requests from homeowners. Homeowner attendance is valued at these meetings, as the Board wants and needs homeowner input to manage the Association's affairs effectively.

A community like Greensboro has a much closer environment than most single-family homes and therefore residents have certain responsibilities to one another. Greensboro Rules and Regulations exist in order to create a uniform and fair environment for all. It is this uniform and fair environment that promotes the positive reputation of Greensboro.

This is your community. These rules are in place for the protection and betterment of the community and, therefore, it is every homeowner's responsibility to follow all the rules and report all violations to Management.

Please be considerate of other residents. Owners, Occupants and their guests may not engage in conduct, whether willfully or negligently, which is a material and unreasonable annoyance or nuisance to others, or which is unreasonably threatening or harassing in nature. Owners and Occupants are responsible for the behavior of their guests, visitors and invitees while at Greensboro. The cost of repair of damage to the Property resulting from acts of Owners and Occupants and their guests may be assessed against the Owner's Unit.

Owners and Occupants are obligated to comply with all applicable laws, ordinances and regulations of all governmental authorities. If charged with a violation by a governmental authority, the Owner or Occupant is obligated to indemnify, defend and hold the Association, and other Owners and Occupants, harmless from all fines, penalties, costs, attorney's fees or prosecution resulting from the violation.

Managers and others who provide services to the Association are required to take direction only from the Board, Association officers or those specifically designated by the Board. Comments regarding services or actions of persons performing work for the Association should be directed to the Board or to the Manager/Management Company.

1. GENERAL RULES

- 1.1 Units are to be used by owners and occupant exclusively as private single family dwellings. No business, trade, occupation or profession of any kind whether carried on for profit or otherwise shall be conducted maintained or permitted in any unit or Common Areas and Facilities; except an Owner or Occupant may use the Unit for home office purposes as long as such use is incidental to the residential use of the Unit, does not involve physical alteration of the Unit, and does not involve any observable business activities such as signs, advertisings, bulk deliveries or increased traffic to and from the Unit.
- 1.2 No use shall be made on the Property which would violate any existing ordinances or state or federal laws, nor shall any act be permitted which would cause a material increase in insurance rates on the Property or otherwise tend to cause liability or unwarranted expense for the Association or any Owner or Occupant.
- 1.3 Owners are responsible for the behavior, conduct, safety and welfare of their occupants, guests, and the pets of any occupants or guests. Any damage or injury caused by any occupant and/or guest, or fine for any violations of the Association's governing documents, will be the responsibility of the Owner.
- **1.4** Exterior doors to the 7316,7318, 7412, 7414 Condo buildings must remain closed and secured at all times. These control entry doors cannot be blocked or propped open at any time.

2. COMMON AREAS / BUILDING EXTERIORS

- 2.1 No alteration or improvement, structural or aesthetic, of any type, temporary or permanent, shall be made by any Owner, Occupant or their guests in any part of the Common Area or Facilities without prior written authorization from the Board of Directors.
- 2.2 Signs visible from the exterior of the building are not permitted.
- 2.3 "Open Houses" are only permitted on Sundays between the hours of 12:00 pm and 5:00 pm, unless approved in writing by the Board of Directors. During the period of an open house, a sign is permitted to be displayed. "Agent Open Houses" are only permitted on Tuesdays from 12:00 pm to 5:00 pm, unless approved in writing by the Board of Directors.
- 2.4 Lock boxes are not permitted to be kept on the exterior of apartment style Condominiums in the 7316, 7318, 7412 and 7414 buildings. Lock boxes are allowed on the bike rack only which is located in the center courtyard of the condo buildings (or other Board approved location).
- 2.5 No Owners, Occupants, or their guests are permitted to be on the roof of any

- building within the Property. Please contact management for licensed, bonded vendors that have worked on the property if you need to service your HVAC unit or otherwise need access to the roof.
- **2.6** Shades, curtains, awnings, or any other type of sunscreens are prohibited from being attached to balconies or patios. Foil window coverings are also prohibited.
- 2.7 No laundry, clothes, rugs, mops, towels, or any other item may be hung from windows, balconies, building facades, or stairwells. Clotheslines are also not permitted on the Property.
- **2.8** No bicycles may be kept on a balcony or patio. Outdoor furniture is permitted on balconies and patios.
- 2.9 Barbecue grills and cooking devices of any kind are prohibited on balconies. The use of barbecue grills is permitted on the ground level of the Property if 25 feet away from any structure and the trash/recycling bin area. No cooking/barbecue related items may be left unattended at any time when the grill is in use or hot after use.
- **2.10** Holiday decorations are permitted on balconies and patios 3 weeks prior to and 2 weeks following any generally observed holiday. Low voltage lights may be installed on patios and balconies.
- **2.11** No statues or figurines are permitted in areas that could interfere with lawn, snow or general maintenance.
- **2.12** Flower type pots with real or artificial style plants are permitted on balconies, patios and unit stoops.
- **2.13** Garage sales/estate sales/moving sales are prohibited, unless organized by the Association.
- 2.14 Smoking is prohibited in the Club House, Club House balcony and within 15 feet of the Club House entries, the swimming pool area, tennis courts, as well as within 15 feet of Condo Buildings' entry doors, hallways, stairs and laundry rooms. Smoking includes the inhaling or vaping of any tobacco product or other inhaled substance allowed by law, including e-cigarettes.
- 2.15 No noxious, destructive or offensive activity shall be allowed on any Unit, nor shall anything be done therein or anywhere on the Property which may become an annoyance or nuisance to any other Owner/Occupant.
- **2.16** Sport activities are not allowed anywhere on the Property except racquet and paddle sports on the courts and swimming in the pool or areas designated by the Association from time to time for other approved activities.
- **2.17** Bird feeders are not allowed on the property.

- 2.18 Personal door security: Wireless camera/doorbell type devices, such as "Ring" and similar doorbell/camera type devices are permitted on Townhome doors and the hallway doors of individual Condo style units. The wireless cameras shall be of the "peep hole style" plus doorbell in appearance from the exterior of the home or hallway of Condo units. The electronics must be mounted on the inside of the door and not visible from the exterior of the door. These security type devices shall not be mounted to any Common Area or Limited Common Area. These devices require architectural approval before installation.
- **2.19** No personal property allowed outside the entry doors of the Apartment style units (Buildings 7316, 7318, 7412, and 7414). This includes rugs, door mats, footwear, etc. in front of the door, as these are trip hazard for residents when exiting the unit during an emergency. This is a City of St. Louis Park fire code ordnance.
- 2.20 Personal Homeowner Use of Common Areas: The Board has permitted Owners under defined Agreements the Licensed Use of certain Common Areas adjacent and abutting their townhomes for patios. The cost to build, install, repair, replace and remove is solely a Homeowner's expense/cost. For Owners wishing to install or expand their existing patios, the Association shall hire the contractor(s) for the installation, repair, replacement and removal, at Owner sole cost and expense. Prior to any work being done on the Common Areas the Owner and the Association shall execute the "Architectural Modification Agreement" (AMA). The Common Area shall remain Common Area throughout the term of the AMA with exclusive Owner use of said patio. See accompanying AMA included in the Exhibit Section of the Rules Policies.

3. PETS

- 3.1 No pet or animal of any kind may be kept or bred on the Property for any commercial purpose.
- 3.2 Only dogs, cats, birds, fish and guinea pig pets may be kept on the Property.
- 3.3 Apartment style units can have a maximum of either one dog, two cats or one dog and one cat. The Apartment style units have a maximum dog weight limit of 30 pounds. Townhome Style units can have a maximum of either two dogs, two cats, or one dog and one cat. The Townhome style units do not have a dog weight limit.
- 3.4 All pets must be under the control of the Owner or Occupant at all times and be on a leash or carried or in an appropriate carrier when in Common Areas or anywhere on the Property outside the Unit, except the Dog Park. Pets are not permitted in the swimming pool area, on the tennis courts, or in the Club House unless at an official event authorized by the Board.
- 3.5 No pets may be tethered or left unattended at any time on Common areas.

- 3.6 Pet owners shall be responsible for immediately cleaning up after their pets in all circumstances. The Owner of any pet, or any person having custody or control of any pet, shall be responsible for immediately cleaning up any feces of the animal and disposing of such feces in a clean and sanitary manner. No pee-pads or pet waste containers are allowed on patios or balconies.
- **3.7** Pets must be walked to the area behind the South garages of the community to urinate or defecate.
- 3.8 Pets shall not be allowed to bark incessantly or to otherwise be a nuisance, cause a disturbance, or interfere with another Owner or Occupants use and quiet enjoyment of their Unit.
- 3.9 Owners or Occupants seeking a reasonable accommodation from any of these pet rules for an assistance animal must submit a request, along with any supporting documentation (if applicable), to Management for consideration by the Board.
- **3.10** All residing dogs need to be registered with management.
- 3.11 Greensboro has an "off leash" dog run (dog park) that is fenced in on the southside of the detached garages south of 7316 Condo Building. This off leash dog run/park is for dogs only, their owners, and invited guests. Non-Greensboro residents and their dogs cannot use the dog run/park. The dog owners who use this dog run/park shall hold the Association, the management company and staff harmless from any and all claims. The owners that use the park are responsible for the behavior of their dog(s) and the pickup of pet waste and proper disposal. The detailed rules for owners, guests and their dogs are post on or near the fenced in dog run/park area. All users of the dog run/park are required to abide by the rules and are subject to immediate removal of the dog(s) and owner from the area and potentially future denied use. The Association reserves the right to remove and/or ban any dog(s) from the dog park for dangerous or aggressive behavior or repeated violations of the dog park/run rules.

4. PARKING / VEHICLES

- 4.1 The Green Zone Parking Area is a designated parking area. Condo residents without an assigned garage may obtain one parking permit per unit, which green parking permit tag must be displayed in the vehicle so it can be seen from the front window. Only permitted vehicles can be in these parking spaces from 4:00 pm to 8:00 am Monday through Sunday. Outside of these hours, anyone may park in these parking spaces, subject to the other rules and restrictions herein.
- 4.2 The Yellow Zone Parking Area is a designated parking area. Condo and 2
 Bedroom townhouse residents who have a second car may obtain one parking
 permit per unit, which yellow parking permit tag must be displayed in the vehicle

so it can be seen from the front window. Only permitted vehicles can be in these parking spaces from 4:00 pm to 8:00 am Monday through Sunday. Outside of these hours, anyone may park in these parking spaces, subject to the other rules and restrictions herein.

- 4.3 The area immediately in front of 3 Bedroom Townhome garages shall be used only by the residents and their guests of that Unit, if space allows and vehicles do not block other garage accesses or inhibit the emptying or access to trash/recycling containers. Vehicles parked in front of the 3 Bedroom Townhome garages shall be parked close to the garage doors to allow the easy movement of traffic on the main driveways including emergency vehicles.
- 4.4 No vehicles may be kept in the parking lot in excess of 72 consecutive Hours without being moved, unless written permission is provided by the Board of Directors or Management and arrangements are made to provide keys to on-site staff so vehicles can be moved for maintenance or emergencies. Green and Yellow Zone Parking areas are exempt, but vehicle owners need to follow parking lot evacuation orders for snow plowing, sweeping, maintenance and construction projects.
- **4.5** No unlicensed, or inoperable vehicles are allowed in the parking lot.
- 4.6 Only passenger vehicles may be parked in the parking lot. Motorcycles shall park in designated motorcycle parking areas. Commercial vehicles, recreational vehicles, trailers, and boats are prohibited from being parked in the parking lot. Commercial vehicles are identified as vehicles with commercial licenses issued by state agencies.
- 4.7 No washing of vehicles, regular maintenance or vehicle repairs are permitted on the Property or in the garages. Replace of windshield washer fluids, the "jump starting" of inoperative vehicle batteries and the replacement of deflated vehicle tires are permitted.
- **4.8** No vehicles shall be parked in such a manner as to block sidewalks, stairways, or to impede access to or from buildings or garages. Parking in designated "No Parking" zones is prohibited.
- 4.9 Vehicles must be driven in a safe and orderly manner on the Property at all times. The maximum speed limit throughout all the association property is 10 miles per hour.
- **4.10** For sale signs may not be displayed on or in vehicles while on the Property.

- 4.11 The parking of trailers on the property for longer than 24 hours is prohibited, and a trailer cannot be re- parked again on the property for 24 hours following the preceding 24 hour permitted parking period unless written permission by the Board or management company is granted.
- **4.12** Any violations of these parking rules and regulations may result in the towing of a vehicle, without notice, at the cost of the vehicle owner.

5. GARBAGE AND RECYCLING

- 5.1 All trash and recycling shall be properly secured and sealed in leak proof bags before depositing into appropriate receptacles. All Owners and Residents must sort and deposit items in the appropriate containers.
- 5.2 Christmas trees must be wrapped to prevent needles and debris from falling during transport from Unit to trash location. Trees are to be placed next to the trash containers and tree wrap removed from the tree and placed in the proper trash/recycling container. Management shall notify when Christmas trees can be disposed.
- 5.3 Owners and Occupants must notify Management or on-site staff in advance of any large trash pick-up items that do not fit in containers. Additional charges for large trash items will be assessed back to the responsible Unit.
- 5.4 No hazardous materials, electronics or devices (TV, computers, refrigerators, and microwaves or any similar items), carpet, mattresses, box springs, couches, construction debris may be left in or by the trash containers.
- **5.5** No personal or household property is to be abandoned or left on or near any of the dumpsters or in any Common Areas.
- 5.6 No garbage, debris, cigarette butts or personal property of any sort may be left in any Common Areas or anywhere on the grounds of the Property except in the appropriate receptacles

5. SATELLITE DISHES

6.1 Satellite dishes may not be installed on Common Areas of the Association without approval from the Board of Directors or management as to the installation location and specifications. The Board may elect to prohibit the installation of satellite dishes on all buildings' roofs or certain selected buildings' roofs to protect the integrity of the roof(s). Antenna, dish or other receiving/transmit device cables, Internet cable connectors are not permitted to penetrate any Common Building element which includes the roof, siding, exterior brick and concrete blocks.

- 6.2 All costs incurred in the installation, removal, or in repairing damage to the common areas caused by the installation or removal of a satellite dish, antenna, cables, etc. will be charged to the Owner.
- 6.3 Cabling or other type of connecting systems for any type of Internet, satellite or or other devices cannot be adhered to or drill into or through any Association common element. The Association can remove these connecting systems and repair the Common Components at the Owner/violator's cost and expense.
- **6.4.** On-site staff must be contacted to obtain instructions on proper means of antenna installation. Also reference Chapter Three for additional rules pertaining to antennas/dishes and any cabling run on the outside of Greensboro buildings.
- **6.5** Residents and/or their contractors are not allowed to make any penetrations into the building exterior using nails, screws, etc. without written Board or management company permission.

7. LEASING OF UNITS

- 7.1 No Unit may be leased for transient or hotel purposes. All leases of a Unit of a Unit must be in writing, for a term of at minimum six (6) months, be for the entire Unit and not a portion thereof and provide the following:
 - a) subleasing is not permitted; and
 - b) that the lease is subject in all respects to the Association's governing documents and rules and regulations, and that the failure of any tenant to comply with said documents constitutes a default under the lease.
- **7.2** Garages may be leased to an Owner or Occupant of a Unit within the Association. In this event, a copy of the lease must be provided to Management.
- **7.3** All maintenance requests to the Association must be made by the Owner of the Unit.
- 7.4 All Owners with rental units are assessed an annual administrative rental management fee of \$150.00 per unit by Management, to offset the cost of tracking and managing documents and forms for rental properties. This fee is subject to change by the Management company.
- 7.5 See the Attached Exhibit labeled: Rental Policy & Procedures & Tenant/Rental Checklist

8. MOVING

- **8.1** A move in and move out fee of \$150 each time is charged to an Apartment Style unit and \$75 for a Townhome Style Unit anytime the occupant of the Unit changes. These fees are subject to change by the Association.
- **8.2** Controlled entry doors to 7318, 7414, 7316, and 7412 may not be blocked or propped open at any time. A person must provide access and person open and close the door when moving in/out to maintain the security of the building.
- **8.3** Motorized vehicles and trailers are only permitted to be on driveway and parking lot asphalt.
- **8.4** Moving items through windows or balconies is prohibited.
- 8.5 Portable storage containers are prohibited, unless prior written approval is given by Management or the Board of Directors. However, under no circumstance may a portable storage container be left on the Property in excess of 72 hours.

9. LAUNDRY

- **9.1** Laundry facilities may only be used by persons residing in a Unit in that specific building, 7316, 7318, 7412, and 7414.
- **9.2** Laundry may not be hung to dry in the laundry rooms or in any Common Areas.
- **9.3** No person may use more than two washers and two dryers at the same time.
- **9.4** Laundry rooms may not be used between 11:00 pm and 7:30 am.
- **9.5** Laundry room doors must be kept shut at all times.

10. MAINTENANCE / UTILITY INSTALLATIONS

- 10.1 Window mount style air conditioners are prohibited on the Property. Apartment style condominiums must use the air-conditioner sleeve for installation and may only use an air conditioner approved by the Association. All air conditioner models must be 220V type.
- 10.2 Townhouse style condominiums may only install a rooftop style furnace/air conditioning (HVAC) unit that installs directly on top of duct work on the roof. Owners must obtain approval for the HVAC model and style from the Board and must schedule installation with Management.
- 10.3 Entry door keys/fob/entry system for the Apartment style units, in any of the four buildings, may not be distributed or duplicated. Owners requesting an entry door key/fob/entry system for a renter or non-owner must provide written authorization

- to the Association to provide a key/fob/entry system and must provide an acknowledgment to the Association upon receipt of a key/fob/entry system. Replacement of a lost, missing or additional fob is \$50.00 per fob.
- 10.4 Heat deflectors on the baseboard heating systems in the four Apartment style buildings can be adjusted to allow more heat to discharge from the baseboard heating system. The damper can be adjusted to minimize the amount of heat discharged into the unit. The damper shall always remain adjustable and if the damper is painted the paint shall not interfere with the operation of the damper and/or baseboard heating system. Home furnishings should be place in such a manner as not to interfere with distribution of heat. Damage to the baseboard heating system, including deflectors, will be repaired by the Association and the costs/expenses charged back to the unit's owner.
- 10.5 Owners must notify Management a minimum of two working days in advance of any work to be performed within a Unit which requires water shut-off for plumbing repair or electrical power shut-off, which work may only be conducted between the hours of 9:00 am and 4:00 pm. Work to be performed by a licensed and insured contractor.

11. HOME IMPROVEMENTS

- Owners are required to submit Architectural Request Forms for any exchange (including interior changes that are visible from the exterior) as well as major interior renovations, remodeling, or alterations to the interior of their homes to the Association and to receive all necessary approvals prior to commencing any of said work. The Architectural Request Forms are available through the Management.
- 11.2 The Owners of 7318, 7316, 7412 and 7414 living on the second and third floors cannot install hard flooring, except in bathrooms and any kitchen/dining area. Hard flooring will require an Association approved cushioned underlayment. The owners must submit a detailed Architectural Request Form which they can get through the Management and receive the necessary approvals before commencing work.
- 11.3 Owners requesting the installation of "door type cameras" on their exterior doors (this includes home entry doors off the interior hallways for 7318, 7316, 7412, and 7414) must submit and an Architectural Request Form for said installation and all necessary Association approvals prior to the commencement of any installation work. Only door mounted, wireless peep hole styled cameras will be permitted with the primary electronics mounted on the inside of the home entry door(s).

12. CLUB HOUSE PARTY ROOM

12.1 Per the City fire code, a maximum of 50 persons are allowed in the Party Room at any one time.

- Owners and Residents may reserve the Party Room for private events on a first-come first-served basis, maximum 90 days ahead of event. The Party Room may not be reserved during any time there is a scheduled Association event.
- 12.3 A cleaning and damage deposit of \$100.00, and a non-refundable use fee of \$30.00, is to be paid at the time of reservation. Any costs exceeding the \$100.00 damage deposit shall be billed to the Homeowner. These fees/deposits/costs are subject to change by the Association.
- **12.4** Furniture must be put back the way it was found. Furniture may not be taken out of the Party Room or moved to the balcony.
- 12.5 The person reserving the Party Room is responsible for the cleaning and restoring/resetting the Party Room to its the original condition by 10 am the following day.
- **12.6** All Party Room events must conclude by 1:00 am.
- 12.7 No commercial activities are permitted in the Party Room. The sale of alcoholic beverages is explicitly prohibited. The Association is not responsible for the conduct of Owners or guests when the consumption of alcohol is permitted in the Party Room. The person reserving the Party Room shall indemnify the Association and the management company and its employees from liability, damage or injury to any persons attending the event or any persons injured or killed by a person who attended the event.
- 12.8 Keys to the Party Room may be obtained from the on-site manager during office hours. Keys shall be returned by placing in the Association mailbox next to the upper Club House door.

13. SWIMMING POOL

- 13.1 The pool area may only be used during season when it is open between the hours of 9 am and dusk.
- 13.2 Only two guests per Unit are permitted at the pool on weekends and holidays. Up to four guests per Unit are permitted during the week, Monday through Friday night.
- 13.3 Residents must shower before entering the pool and must wear appropriate swim attire made from materials which will not clog pool filters or impact the pool water.
- **13.4** Alcoholic beverages are prohibited in the pool area.
- 13.5 No glass containers of any type are permitted to be in the pool area.
- **13.6** No food is permitted in the pool area.
- 13.7 No furniture may be removed from the pool area or placed in the pool.

- **13.8** Audio and visual equipment, including radios, may not be used in the pool area unless used with individual headsets.
- 13.9 No pets are allowed in the pool area unless authorized for special events by the Association.

14. TENNIS / PICKLEBALL COURT

- 14.1 Tennis/pickleball courts may only be used by residents. Guests of residents must be accompanied by a resident to use the tennis/pickleball courts. The Association assumes no responsibility for injury or death resulting from use of the courts, or damage to or loss of personal property.
- 14.2 The Association reserves the right to curtail any activity in the court area, which is deemed to be inappropriate, and/or temporarily close the court area if necessary.
- **14.3** Tennis/pickleball court hours are 7:00 am to dusk, April through October.
- **14.4** Residents and guests are to keep the gate to the tennis/pickleball courts closed at all times.
- 14.5 Food and beverages are not permitted inside the tennis/pickleball court, except bottled water or a sport/energy type drink in unbreakable bottles. No alcohol is permitted inside the court area.
- **14.6** Only athletic non-marking shoes may be used on the tennis/pickleball courts.
- 14.7 No pets are allowed in the tennis court/pickleball area.

15. SAUNA

- **15.1** The saunas may only be used between the hours of 8:00 am and 9 pm.
- 15.2 Food and alcoholic beverages are prohibited in the saunas. No glass containers of any kind are allowed. Only non-alcoholic beverages are permitted in the saunas.
- 15.3 Do not admit anyone into the sauna area that is not your personal guest. Residents must be present with their guest.
- **15.4** Homeowners are financially responsible for any damage to or misuse of the sauna and bathroom area(s).

16. COMMON AREA - PICNIC / GRILL AREAS

16.1 Audio and visual equipment, including radios, may not be used in the picnic area unless used with individual headsets/ear buds.

- **16.2** Residents must clean and leave the picnic/grill areas and grills in a clean condition.
- 16.3 The grill(s) are located in specific designated areas to comply with City fire codes. Moving the grill or using the grill in non-compliant areas is prohibited.

17. DELINQUECY POLICY

- 17.1 Monthly assessment installments are due and payable in full on or before the first day of the month. Accounts are considered delinquent if the full balance is not paid by the 15th of the month. A late fee of \$25.00 will be assessed the 16th of each month against any homeowner account that was in a delinquent status at the close of business on the 15th. The date received by the Management Company will be the date upon which a payment will be credited to the homeowner account.
- 17.2 All expenses relating to the collection of an account will be charged to the delinquent Owner and Unit.
- 17.3 There will be a \$30 charge for any NSF check received in payment of fees, fines, assessments or any other charges due the Association. This fee may be charged in addition to any late fee or other penalty assessed to a delinquent account.
- 17.4 Owner accounts that are more than 60 days past due will be referred to the Association's attorneys for collection. All legal fees and other costs of collection will be assessed against the delinquent owner's unit and shall become part of the Association's lien. The Association may file a lien statement, pursue a judgment and/or foreclose its lien against a delinquent owner's unit, in the sole discretion of the Board.

18. REASONABLE ACCOMMODATION/MODIFICATION POLICY

18.1 A resident or an owner may make a request, orally or in writing, for a reasonable accommodation or modification from the Association through its duly authorized management agent.

A request for a reasonable modification in general is a request to alter or modify the exterior structure of an Owner's Dwelling or Lot or any common areas in order to make it more accessible to a disabled person residing in the Property (Owners can make modifications to the interior of their Dwelling without Board approval so long as it does not impact the structural integrity of the building or any neighboring units). A request for a reasonable accommodation in general is a request that the Association modify or waive its generally applicable rules, policies, practices or services in order to enable an individual with a disability an equal opportunity to use and enjoy the property. "Disabled" or "disability" as used in this policy has the same meaning as the definition of "handicap" used in the Fair Housing Act, the Minnesota Human Rights Act and/or any implementing regulations.

- 18.2 The Association may request documentation for the need for a reasonable accommodation or reasonable modification. The Association will only verify a qualified individual's disability to the extent necessary to ensure that person in fact has a disability-based need for the requested accommodation or modification. Documentation from a physician, licensed health professional, professional representing a social services agency or a governmental agency or a disability clinic or agency reasonably conveying that the applicable individual has a disability that limits one or more major life activities and that the requested accommodation or modification is necessary for the individual to function and/or to use or enjoy the property will adequately establish the need for the accommodation.
- 18.3 The Association makes decisions on reasonable accommodations and modifications on a case-by-case basis. The Association may deny a request if the requester fails to provide adequate information supporting the existence of a disability and/or the existence of an identifiable relationship between the accommodation and the disability. Additionally, the Association may require the requester to accept an alternative accommodation or modification if the requested accommodation or modification constitutes an undue fiscal and/or administrative burden to the Association, is a hazard to the health and safety of other residents, or is a fundamental program alteration as those terms are defined by the Fair Housing Act. The Association shall promptly respond to requests for reasonable accommodations.
- 18.4 If a requester accepts an alternative accommodation or modification because his or her original request is deemed to be an undue fiscal and/or administrative burden, and then the circumstances change to make the original request no longer burdensome, the requester will be entitled to his or her original request and not bound by his or her earlier acceptance of an alternative accommodation.
- In the case of a reasonable modification request regarding any portion of the building exterior, the private yard area or the Common Areas, the Association may require that such modification comply with any applicable building codes or safety standards, that it comply with the Association's general architectural standards applicable to other types of modifications or improvements (including color, general style, etc.) to the extent possible, that it be properly maintained by the resident or Owner and, if appropriate, that the Owner remove the modification and/or otherwise restore the Property to its prior condition if/when the modification is no longer needed. All approved reasonable modifications shall be constructed and maintained solely by the Unit Owner at his/her expense. If the Association requires the modification to be removed after it is no longer needed, such removal shall also be done by the Unit Owner at his/her expense.

19. SANCTION AND REMEDIES

Each owner and occupant of a Unit is governed by and must comply with the provisions of the Declaration, the Bylaws and the Rules and Regulations (collectively the "Governing Documents"), and such amendments thereto as may be made from time to time. A failure to comply entitles the Association (and/or Owners in certain stated instances) to the following relief:

- 19.1 Entitlement to Relief. The Association may commence legal action to recover sums due, for damages, injunctive relief, lien foreclosure or any combination thereof, or any action for any other relief authorized by the Governing Documents or available at law or in equity. Relief may be sought by the Association or, if appropriate, by an aggrieved Owner, but in no case may any Owner withhold any assessment due and payable to the Association, or take (or omit) other action in violation of the Governing Documents, as a measure to enforce such Owner's position, or for any other reason. These rights and remedies are in addition to any rights or remedies granted to the Association in the Governing Documents or by law.
- 19.2 Sanctions and Remedies. In addition to any other remedies or sanctions, express or implied, administrative or legal, the Association shall have the right, but not the obligation, to implement any one or more of the following actions against Owners and occupants who violate (or whose occupants or guests violate) the provisions of the Governing Documents:
 - a. Impose a late charge for each late payment or installment in accordance with Section 17 herein.
 - b. Impose interest (in addition to the late fee) for delinquent assessments at the highest rate allowed by law.
 - c. In the event of a default of more than 30 days in the payment of any assessment or installment thereof, accelerate and declare due the remaining installments of the annual assessment upon 10 days' advance written notice to the defaulting owner.
 - d. Impose a monetary fine for each violation of the Governing Documents, and for the continuing violation thereof, other than delinquent assessment payments. Attached to these Rules is a schedule of some common violations and the approved corresponding fines. This schedule is not intended to be all-inclusive and is subject to change upon approval by the Board.
 - e. Enter any Unit and restore any portion of the property which was damaged or altered, or suffered to be damaged or altered, by an Owner or occupant of their guests in violation of the Governing Documents, and to assess the

- cost of such restoration against the responsible Owner and such Owner's Lot.
- f. Enter any Unit, upon 24 hours' notice, and between the hours of 8:00 a.m. and 8:00 p.m., and remedy any condition which the Owner or occupant has caused or allowed to exist in violation of the Governing Documents and assess the cost thereof against the Owner and the Lot. Any such entry upon a Lot pursuant to this Section shall not be deemed a trespass.
- g. Foreclose any lien arising under the provisions of the Declaration, Bylaws, or under state law, in the manner provided by law for the foreclosure of mortgages under a power of sale, or by action, in the state where the properties are located.
- h. The Association may suspend an Owner's or occupant's right to use any of the Common Area recreational facilities while delinquent or in violation of the rules.
- 19.3 Rights to Hearing. In the case of imposition of any of the remedies authorized by Section 2, Paragraphs d, e, or f, the Board of Directors must cause to be mailed or delivered to the Owner against whom the remedy is sought to be imposed written notice specifying the general nature of the violation, the remedy to be imposed and the effective date of such imposition, which notice must be delivered at least 10 days prior to such effective date. Said owner has the right, upon written request delivered to the Board of Directors or Management within the foregoing 10-day period, to a hearing before the Board of Directors. The hearing will be set by the Board at a reasonable time and place, with at least 10 days' written notice to the parties involved, but in no case later than 30 days after the request for a hearing is received. The Board of Directors has established uniform and fair rules for the conduct of such hearing, including without limitation the right to interested parties to appear and be heard. If a hearing is requested, the remedy imposed will not take effect until the hearing is completed or the matter is otherwise resolved by mutual agreement of the Board of Directors and the persons against whom the remedy is sought, whichever event occurs first. If the person or persons against whom the remedy is sought do not appear at their duly notified hearing, the remedy imposed may be enforced forthwith. The decision of the Board and the rules for the conduct of hearings established by the Board, shall be final and binding on all parties.
- 19.4. Costs of Proceeding and Attorneys' Fees. In any legal or administrative proceeding arising between the Association and an Owner or occupant because of a default or violation of the Governing Documents by an Owner or occupant, the Association is entitled to recover all costs and reasonable attorneys' fees incurred by it. The Association is also entitled to recover all of its costs, expenses, and reasonable attorneys' fees, if any, in the collection of any and all delinquent assessments.

- 19.5. Liens for Charges, Penalties, Etc. Any charges, penalties, interest costs, collection costs, court costs or attorneys' fees imposed or incurred by the Association under this rule will be assessed against the Unit of the Owner against whom the same are imposed and will be a lien against the Lot in the same manner as a lien for assessments, and will also be a personal obligation of such Owner. The lien shall attach as of the date of imposition of the remedy, but will not be final as to violations appealed under Section 3 until affirmed in writing by the Board of Directors following the hearing.
- 19.6. Liability for Owners' and Occupants' Acts. All Owners are jointly and severally liable for the expense of any maintenance, repair or replacement rendered necessary by their acts or omissions, or by those of the occupants of their Units, or their tenants or guests, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association or such Owner or occupants; provided, however, that the Association may assess the responsible Owner for any insurance deductible amount payable by the Association and the amount of any increase in the Association's insurance premiums resulting from the conduct in question.

20. FINE SCHEDULE

Pursuant to the Governing Documents for the Association and state law, the Board of Directors has the authority to adopt, amend and revoke Rules and Regulations not inconsistent with the Governing Documents. In accordance with such authority, the Board of Directors of the Association adopts the following sanctions and remedies for violation of the Association's governing documents. The following fines are not meant to be exhaustive, and the Board reserves the right to levy fines in a reasonable amount for any type of violation of the governing documents or the Rules and Regulations omitted from this table and also to deviate from the standard fines listed below in cases where the board deems it appropriate to do so. Repeat violations of the same rule within a 12-month period may result in higher fines as indicated below.

VIOLATION

FINE/CORRECTIVE ACTION

VIOLATION FIN	E/CORRECTIVE ACTION
Architectural Violation – all exterior additions, removal or alterations (including color changes) or installation of fences or landscaping are subject to Association approval (Declaration, Section 8). Fines may be imposed in addition to the Association restoring the property to its prior condition at the Owner's expense.	
Additions or alterations on common area without approval	\$200.00 per week
Additions or alterations exterior of unit without approval	\$200.00 per week
Repairs – failure to make required repairs to Unit by deadline in notice	\$10.00 per day until repairs made
Hazardous Material - damage caused by storage of flammable fluid, explosives creating immediate potential injury to life, limb, or property	Up to \$1,000
Late Payments – payment not received by 15 th day of month in which it is due	\$25
New Owner Registration – failure to register within 30 days of closing	\$5 a day
Noise/general nuisance	1 st offense – warning letter 2 nd offense - \$50.00 3 rd and subsequent offenses - \$100.00
Vendors – unauthorized solicitation or communication with vendors	\$50.00 per violation
Leasing – violation of any of the leasing rules	\$50.00 per violation or \$5/day for ongoing violations
Holiday decorations – failure to remove by deadline or to otherwise comply with rules	\$50.00 per week
Parking – violation of any of the parking provisions	\$50 per instance and/or immediate towing, at vehicle owner's expense
Pets	owner s empense
General Violation of Declaration and Rules and Regulations regarding Animals	\$50.00
Failure to clean/remove and/or improper disposal of Pet Droppings	\$50.00
Dog Registration	\$50.00
Initial registration within 10 days of obtaining the dog must	Letter with 30 days to comply Failure to respond in 30 days - \$50.00 Failure to respond within 10 days
include photo	after first fine levied - \$100.00
Update of registration annually with new photo if dog has grown or changed significantly in appearance	Failure to respond in 30 days - \$50.00

	Failure to respond within 10 days after first fine levied - \$100.00
Animal loose/not on leash or in carrier	\$50/violation
Animal damage	Actual cost of repairs
Grills – unauthorized use or storage of grill	\$50 per violation
Storage – improper outside storage of any unauthorized item Vehicles	\$10.00 per day
Riding/parking on grass	\$50 per violation plus cost of repairs
	\$50 per violation or \$5/additional day for ongoing violation
Improper parking, including in improper Zones	
Unauthorized maintenance of vehicle	\$50 per violation
Signs – unauthorized signs	\$50.00

EXHIBITS

GREENSBORO CONDOMINIUM OWNERS ASSOCIATION

Approval Request for Exterior Architectural Changes and Material In-Unit Renovations Submit form to Shayne Damian at Gassen Management Co., 6438 City West Parkway, Eden Prairie, MN 55344, sdamian@gassen.com

Name(s) of Unit Owners: Address: E-mail Address: Celephone Number: (Request:		
E-mail Address: [Felephone Number:	Name(s) of Unit Owners:		
Association Action to assist the Board and their advisors understand the request thoroughly. This will help expedite the review process. Association Action Taken None are Required	Address:		
Proposed start date and completion date: Completion not to exceed 180 days from start date Individual, Contractor and/or Company Performing Architectural Changes: Name: check here if TBD Please attach drawings of proposed changes and samples of materials to be used. Owner can submit pictures of products, area(s) where the changes are proposed. Provide sufficient details and back information to assist the Board and their advisors understand the request thoroughly. This will help expedite the review process. ASSOCIATION ACTION TAKEN None are Required	E-mail Address:	 ,	
Proposed start date and completion date: Completion not to exceed 180 days from start date Individual, Contractor and/or Company Performing Architectural Changes: Name:	Telephone Number: ()	Alternate Number: (.)
Individual, Contractor and/or Company Performing Architectural Changes: Check here if TBD	I/we hereby request approval for the	following modifications:	
Individual, Contractor and/or Company Performing Architectural Changes: Check here if TBD			
Individual, Contractor and/or Company Performing Architectural Changes: Check here if TBD			
Individual, Contractor and/or Company Performing Architectural Changes: Check here if TBD			
Individual, Contractor and/or Company Performing Architectural Changes: Check here if TBD			
Individual, Contractor and/or Company Performing Architectural Changes: Check here if TBD			
Individual, Contractor and/or Company Performing Architectural Changes: Check here if TBD	Durand start data and annulation	1.4	
Individual, Contractor and/or Company Performing Architectural Changes: check here if TBD	Proposed start date and completion	ate.	
Name:check here if TBD Please attach drawings of proposed changes and samples of materials to be used. Owner can submit pictures of products, area(s) where the changes are proposed. Provide sufficient details and back information to assist the Board and their advisors understand the request thoroughly. This will help expedite the review process. ASSOCIATION ACTION TAKEN None are Required	Completion not to exceed 180 days	rom start date	
check here if TBD Please attach drawings of proposed changes and samples of materials to be used. Owner can submit pictures of products, area(s) where the changes are proposed. Provide sufficient details and back information to assist the Board and their advisors understand the request thoroughly. This will help expedite the review process. ASSOCIATION ACTION TAKEN None are Required	Individual, Contractor and/or Comp	uny Performing Architectural Changes:	
Please attach drawings of proposed changes and samples of materials to be used. Owner can submit pictures of products, area(s) where the changes are proposed. Provide sufficient details and back information to assist the Board and their advisors understand the request thoroughly. This will help expedite the review process. ASSOCIATION ACTION TAKEN None are Required	Name:		
where the changes are proposed. Provide sufficient details and back information to assist the Board and their advisors understand the request thoroughly. This will help expedite the review process. ASSOCIATION ACTION TAKEN None are Required Request Must be Submitted to the Board of Directors Approved Disapproved Incomplete The Following additional information is requested, or approval is condition upon:	check here if TBD		
None are Required	where the changes are proposed. Pr	ovide sufficient details and back information	
Approved Conditionally Approved Disapproved Incomplete The Following additional information is requested, or approval is condition upon:		ASSOCIATION ACTION TA	KEN
The Following additional information is requested, or approval is condition upon:			to the Board of
	ApprovedConditionally	ApprovedDisapproved _	Incomplete
	The Following additional information	n is requested, or approval is condition upor	1:
Approved by: Date:	Approved by:	Title:	Date:

Approval is contingent upon the Association receiving the "Indemnification Release for Architectural Change Form" document and any attachments (if required), to be completed by the owner and provided to the Board President, before work commences.

GREENSBORO CONDOMINIUM OWNERS ASSOCIATION

Indemnification Release for Architectural Changes
Submit the form and any required attachments to Shayne Damian, Gassen Management, <u>sdamiangassen.com</u>, 952-253-4921

The undersigned	, the owner(s) of
, St. Louis Park, MN, 55426 HERB	V acknowledge that the changes as
described below and that are within the guidelines of the GREENSBORO CONDOMINIU the following information in connection herewith.	IM OWNERS ASSOCIATION will submit
Proposed changes (general description):	
Note: owners are responsible for compliance with all City of St. Louis Park building coa	
Note: owners are responsible for compliance with all Cuy of St. Louis Fark building coa	es.
Proposed start and completion of construction (not to exceed 180 days from the start date).	:
Enclosures required by the Association & Supplied by the Owner: (Please attach) Plan and specifications, to include dimensioned drawings of drawing of finis Identify paint/stain by: Brand name: Color name:	
Note: Color must match existing or will be subject to painting by the Association and the cunauthorized changes are subject to removal or resetting the conditions to the property precharged all costs and expenses, including legal, labor/materials and advisory costs to resectanges were made.	ior to changes. The requesting party can be
Type of wood or other construction material:	
Consent of fee owner(s) (if) applicant is a contract for deed vendee (signatureOther item noted:	required below)
Contractor Information and Attachment:	
Name: Address:	
Phone: License #:	
Insurance Carrier:	
Insurance Policy #:	
Expiration Date of Insura	ance Policy:
Copy of insurance coverage certificate with homeowner and GREENSBORO CONDOMI additional Insured: (Please attach) The undersigned agrees to pay for all labor and materials rendered in connection wit due, to keep his/her property and that of the Association free of any and all mechanic indemnify without limitation the payment of any attorney's fees to court costs paid by matters. The undersigned agrees to secure any and all permits. The undersigned furt contracts entered into for construction of the addition to include the following paragraphs.	h foregoing alteration promptly when 's liens, and to hold harmless and y the Association in connection with said her agrees to include in any contract or
"The contractor understands and agrees that all services(s) to be performed and materials contract are being furnished and installed at the request of the owner, that the contractor dwelling and the Association has no responsibility for any charges or costs in connection to	's lien rights are limited to the owner's
Signature of Contractor (not required here)	
Date (not required here)	
The Owner of a Unit which is served by and approved architectural change ensures to CONDOMINIUM OWNERS ASSOCIATION harmless from any and all damages or leand/or removal of said change on/from the premises. Damage covered by the indemn common elements.	oss occasioned by the use, installation
Owner Signature	Date
Signature of deed holder (if your unit is a Contract for Deed Fee)	Date

GREENSBORO CONDOMINIUM OWNERS ASSOCIATION

Homeowner Provision with Contractor

"The contractor understands and agrees that all service(s) to be performed and materials to be delivered and installed under this contract are being furnished and installed at the request of the owner, that the contractor's lien rights are limited to the owner's dwelling and the Association has no responsibility for any charges or costs in connection therewith."

Signature of Contractor	Date	

~Keep a copy for your Records~

Contractor Rules & Regulations

In-Unit Renovations, Improvements or Repairs

- 1. Follow the Rules and Regulations of the Association and communicate them to your contractor.
- 2. There is to be no construction noise before 8:00 am or after 5:00 pm Monday through Friday. There is no work permitted on major holidays.
- 3. Service personnel must park in the owner's parking space or guest parking areas.
- 4. The owner is responsible to provide access where needed. No person will be allowed access unless authorized by the unit owner.
- 5. There is no propping of entry doors.
- 6. All work must be performed in the owners; unit, garage or patio spaces. No work materials are permitted to be placed, (even temporarily) in the interior lobbies or exterior grounds.
- 7. Work performed on balconies must not result in materials falling to the patio below, including but not limited to water, soap, dust, and chemicals (Notify the homeowner living below before work commences.) If materials drop to patio below you are responsible for the cleanup of the patio and cost of any damage that may occur.
- 8. Use of sinks, lavatories, showers or toilets for cleaning tools or disposing of debris is prohibited. Any stoppages resulting in the main line will be the responsibility of the owner.
- 9. Painting products must be properly ventilated to avoid respiratory discomfort to those residing in the building.
- 10. It is the responsibility of the unit owner/resident to make sure the common areas are completely restored to the pre-construction state (exterior and/or interior) by their contractors and service persons.
- 11. All materials removed, and unused new materials or left-over materials shall not be left on the property. Construction debris shall not be disposed of in any Greensboro containers.
- 12. The owner will be charged accordingly for damages to the common areas (exterior and/or interior) by their contractors and service persons.
- 13. Failure to follow these rules will result in workman being denied access to the property, including fines and fees to the owners for damages.

ARCHITECTURAL MODIFICATION AGREEMENT GREENSBORO CONDOMINIUM OWNERS ASSOCIATION

(For use with requests for new patios only)

THIS A	ARCHIT	ECTURAL MOD	DIFICATION AC	GREEMENT (" A §	greement") is entered	into this
day of _		,	20, by an	nd between Green	nsboro Condominium	Owners
Association,	a	Minnesota	non-profit	corporation	("Association"),	and
			("Owner(s)").		

RECITALS

WHEREAS, pursuant to Article VI, Section 9 and Article X, Section 3 of the Amended and Restated Declaration of Condominium for Greensboro Condominium Owners Association, Apartment Ownership Number 41, recorded March 20, 1984, in the office of the Hennepin County Recorder as Document No. 4876302, as amended from time to time thereafter ("Declaration"), the Amended and Restated Bylaws of the Association, recorded as an Exhibit to the Amended and Restated Declaration, and the other governing documents of the Association (collectively, the "Governing Documents") the owner(s) of a unit at Greensboro Condominium who intend(s) to modify the exterior of the unit and/or any portion of the Common or Limited Common Areas of the Association (hereinafter collectively referred to as the "Modifications") must receive approval from the Association or by an Architectural Committee ("AC") appointed by the Association's Board of Directors, prior to performing the Modifications;

WHEREAS, the Association has established certain policies and procedures for applying to perform, and the approval of, proposed Modifications by the owners at Greensboro Condominium, all in accordance with the terms of the Declaration. The policies and procedures for approval of the Modifications require that approval of the application for the Modifications is contingent upon, among other things, the execution of this Agreement by the Owner(s);

WHEREAS, the Owner(s) have applied to the Association for the Modifications to the Unit to install a patio outside the Unit, as is more specifically described in **Exhibit B** hereto, which is incorporated by reference herein and made a part hereof; and

WHEREAS, the Association or the AC have approved the Owner'(s) application for the Modifications, which approval is contingent upon the Owner(s) executing this Agreement.

AGREEMENTS

NOW, THEREFORE, the Association and the Owner(s), in consideration of the agreements contained herein, the Recitals, above, which are part of the agreements contained herein, and for other valuable consideration, the receipt of which is hereby acknowledged by the Owner(s) and the Association, agree to the following:

- 1. The Owner(s) shall abide by, and comply in all respects with, the guidelines and procedures of the Association or the AC in approving the Modifications, including but not limited to all provisions of the Governing Documents.
- 2. The Owner(s) agree(s) that the Modifications will not encroach upon the Common Elements of Greensboro Condominium Owners Association (as such are defined on the Governing Documents), unless such encroachment is specifically approved in advance and in writing by the Association.
- 3. Construction or implementation of the Modifications will not be commenced until this Agreement is executed by the Association and the Owner(s).
- 4. All costs and expenses relating to the Modifications, including, but not limited to, the costs and expenses for maintenance, repair, replacement, reconstruction and insurance, shall be completely borne by, and be the expense of, the Owner(s).
- 5. The Association shall be solely and completely responsible for the construction standards and specifications relating to the Modifications, and for the construction work. The Association will ensure that the Modifications are not in violation of any restrictions imposed by any governmental authority having jurisdiction over Greensboro Condominium, the Unit, and the Modifications.
- 6. The Association shall be responsible for performing all maintenance, repair and replacement of the Modifications, but the cost thereof shall be assessed against the Owner's Unit as an expense benefitting fewer than all Units in the same manner as any other assessment and shall become the personal obligation of the Owner(s) and be a lien against the Unit. A lien for any maintenance expenses hereunder or other amounts due and owing to the Association under any terms of the Declaration may be foreclosed against a Unit under the laws of the State of Minnesota (i) by action, or (ii) by advertisement as a lien under a mortgage containing a power of sale. The Association, or its authorized representative, shall have the power to bid in at the foreclosure sale and to acquire, hold, lease, mortgage and convey any Unit so acquired. The Owner and any other Person claiming an interest in the Unit, by the acceptance or assertion of any interest in the Unit, grants to the Association a power of sale and full authority to accomplish the foreclosure. The Association shall, in addition, have the right to pursue any other remedy at law or in equity against the Owner who fails to pay any assessment or charge against the Unit. The commencement of an action to recover the sums is not an election of remedies if it is dismissed before commencement of foreclosure of the lien. The Association has the right to enter the Unit to perform the Maintenance.
- 7. The Owner hereby acknowledges and agrees that any Modifications constructed with the Association's approval partially or wholly within the Association's Common Areas will not

convert said Common Areas into Limited Common Areas and that such conversion may only be accomplished through a proper amendment to the Declaration and the Condominium plat/site plan. Any such Modifications shall remain part of the Common Areas and shall be treated as such under the Association's governing documents except to the extent such documents are modified by this Agreement. However, in the case of a Modification consisting of the construction of a new patio for the benefit of the requesting Owner, the Association shall and hereby does grant the Owner(s) an exclusive license to use said Common Areas to the exclusion of other Owners or residents for so long as the patio remains in place, with said license becoming effective at the time that said Modification has been completed in accordance with the plans and specifications that were approved by the Board. No additional notice of completion is required for said license to become effective. However, if a notice is sent to the Owner by the Board, the license shall become effective as of the date that said notice was sent. The Owner further agrees and acknowledges that the Association retains control over said Common Areas and that the Association may, in its sole discretion, require that the Modifications be altered or removed if doing so is necessary to prevent damage and/or will further the overall goals of the Association. The Association shall not require alteration or removal of said Modifications except for good cause shown and for the reasons stated herein. Except in the case of an emergency, for any Modifications for which the Association has granted the Owner an exclusive license, said Modifications may not be altered or removed or required to be altered or removed by the Association except with approval from a majority of Owners present in person or by proxy at an annual or special meeting of the Members.

- 8. This Agreement shall be binding jointly and severally upon the parties hereto, their heirs, personal representatives, successors (in title to the Unit, or otherwise), assigns and all subsequent owners of the Unit. Any agreement for the sale or conveyance of the Unit shall specifically provide for the assumption by the purchaser(s) of the Owner'(s) obligations under this Agreement, and a copy of this Agreement shall be delivered by the Owner(s) to the purchaser(s) prior to the signing of the purchase agreement.
- 9. The provisions of this Agreement shall be severable, and in the event any provision hereof is declared unenforceable, the remaining provisions shall remain in full force and effect. This Agreement shall be interpreted, controlled, governed and construed in all respects by the laws of the state of Minnesota.
- 10. This Agreement constitutes the full and complete understanding and agreement of the parties with respect to the matters contained herein and supersedes any prior understanding or agreement between the parties relating thereto. No amendment, waiver or modification of any provision of this Agreement shall be binding on the parties unless made in writing and signed by all parties hereto.
- 11. No waiver of any term, condition or covenant of this Agreement by a party hereto shall be deemed to be a waiver of any subsequent breaches of the same or other terms, covenants or conditions hereof by such party. The failure of either party hereto to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of any such right or remedy with respect to subsequent defaults.

Every right and remedy given this Agreement to the parties hereto may be exercised from time to time and as often as may be deemed expedient by those parties.

- 12. The Association or the Owner(s) have the absolute right to record this Agreement in the office of the Hennepin County Recorder. The Owner(s) also agree(s) to consent to or join in any court or administrative proceeding that may be necessary to record this Agreement. All costs and expenses, including attorney's fees, incurred by the Association in connection with such recording and any such court or administrative proceeding shall be borne by and be the personal obligation of the Owner(s) and be a lien against the Unit.
- 13. The Owner(s) agree(s) that any and all claims by, and subsequent judgments in favor of, the Association against the Owner(s) for any costs, expenses, damages, or other losses incurred by the Association, as provided for under this Agreement, including but not limited to its reasonable attorneys' fees, are excepted from the homestead exemption on or to the Unit from seizure or sale, pursuant to Minn. Const. Art. 1, Section 12, and Minn. Stat. § 510.01. The Owner(s) specifically agree(s) that any lien in favor of the Association, as provided for under this Agreement, shall also be excepted from the homestead exemption on or to the Unit from seizure or sale, pursuant to Minn. Const. Art. 1, Section 12, and Minn. Stat. § 510.01.
- 14. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same instrument.

[Signature page to follow]

[This is the Signature Page for that certain Architectural Modification Agreement for Greensboro Condominium Owners Association]

IN WITNESS WHEREOF, the parties have caused this Architectural Modification Agreement to be executed as set forth below.

	OWNER(S):
	-
	[Name]
STATE OF MINNESOTA)) ss. COUNTY OF HENNEPIN)	[Name]
The foregoing instrument was acknowledge 20, by [Name] and [Name], [husband and	_
	Notary Public
	ASSOCIATION:
	GREENSBORO CONDOMINIUM OWNERS ASSOCIATION
	President
STATE OF MINNESOTA)	
COUNTY OF HENNEPIN)	
	d before me a notary public this day of, President of Greensboro Condominium
Owners Association, a Minnesota non-profit c	
This instrument was drafted by: HELLMUTH & JOHNSON, PLLC 8050 West 78 th Street Edina, MN 55439 (952) 941-4005 File #11056.0001	Notary Public

EXHIBIT A TO ARCHTECTURAL MODIFICATION AGREEMENT

GREENSBORO CONDOMINIUM OWNERS ASSOCIATION

LEGAL DESCRIPTION

Apartment No	, Apartment Ownership No. 41, Greensboro Condominium
Hennepin County, M	Iinnesota
[Property Address:	, St. Louis Park, Minnesota]

EXHIBIT B TO ARCHTECTURAL MODIFICATION AGREEMENT

GREENSBORO CONDOMINIUM OWNERS ASSOCIATION

The Owner(s) have applied to the Association for approval of the following Modifications to be performed by the Association on or to the Unit and/or the Common or Limited Common Areas surrounding the Unit:

EXHIBITS

GREENSBORO SQUARE CONDOMINIUM OWNERS ASSOCIATION

Approval Request for Exterior Architectural Changes and In-Unit Renovations <u>Submit form to Shayne Damian at Gassen Management Co., 6438 City West Parkway, Eden Prairie, MN 55344, sdamian@gassen.com</u>

HOMEOWNERS A	ARE RESPONSIBLE TO MAINTA	AIN A "LIMITED COMMON ELEME	ENT" PER THE GOVERNING DOCUMENTS.
	DES NOT MAINTAIN THIS, THE	E ASSOCIATION RESERVES THE R	IGHT TO MAINTAIN/REPAIR AND CHARGACK THE
OWNER.			
Tolophona Number	.()	Altarnata Numbari (
reiepnone Number:		Alternate Number: ()	
I/we hereby request	approval for the following modific	ations:	
Proposed start date	and completion date:		
Completion not to e.	xceed 180 days from start date		
Individual, Contract	tor and/or Company Performing Are	chitectural Changes:	
Name:			
check here if	TBD		
			ubmit pictures of products, area(s) where the changes are s understand the request thoroughly. This will help expedite
		ASSOCIATION ACTION TAKE	N
None are Required_	Re	quest Must be Submitted to the Board o	f Directors
Approved	Conditionally Approved	Disapproved	Incomplete
The Following addi	tional information is requested, or a	approval is condition upon:	
Approved by:		Title·	Date:
			Date

Approval is contingent upon the Association receiving the "Indemnification Release for Architectural Change Form" document and any attachments (if required), to be completed by the owner and provided to the Board President, before work commences.

GREENSBORO CONDOMINIUM OWNERS ASSOCIATION

Indemnification Release for Architectural Changes
Submit the form and any required attachments to Shayne Damian, Gassen Management, <u>sdamiangassen.com</u>, 952-253-4921

The undersigned	the owner(s) of
, St. Louis Park, MN, 554	26 HERBY acknowledge that the changes as described below and that are
within the guidelines of the GREENSBORO CONDOMINIUM OWNERS ASSO	OCIATION will submit the following information in connection herewith
Proposed changes (general description):	
Note: owners are responsible for compliance with all City of St. Louis Park but	ilding codes
Proposed start and completion of construction (not to exceed 180 days from the s	start date):
Enclosures required by the Association & Supplied by the Owner: (Please atPlan and specifications, to include dimensioned drawings of drawingIdentify paint/stain by: Brand name:	ng of finished change
Note: Color must match existing or will be subject to painting by the Association subject to removal or resetting the conditions to the property prior to changes. To legal, labor/materials and advisory costs to reset the property back to the conditions.	he requesting party can be changing all costs and expenses, including
Type of wood or other construction material:Consent of fee owner(s) (if) applicant is a contract for deed vendee (Other item noted:	(signature required below)
Contractor Information and Attachment:	
Name:Ad	ldress:
Phone:License #:	<u> </u>
Insurance Carrier:	
Insurance Policy #:Ex	piration Date of Insurance Policy:
Copy of insurance coverage certificate with homeowner and GREENSBORO CO (Please attach) The undersigned agrees to pay for all labor and materials rendered in conne property and that of the Association free of any and all mechanic's liens, and any attorney's fees to court costs paid by the Association in connection with The undersigned further agrees to include in any contract or contracts enterparagraph:	ection with foregoing alteration promptly when due, to keep his/her d to hold harmless and indemnify without limitation the payment of said matters. The undersigned agrees to secure any and all permits.
"The contractor understands and agrees that all services(s) to be performed and furnished and installed at the request of the owner, that the contractor's lien right responsibility for any charges or costs in connection therewith."	l materials to be delivered and installed under this contract are being hts are limited to the owner's dwelling and the Association has no
Signature of Contractor (not required here)	
Date (not required here)	
The Owner of a Unit which is served by and approved architectural change OWNERS ASSOCIATION harmless from any and all damages or loss occasi the premises. Damage covered by the indemnity shall include damage to the	oned by the use, installation and/or removal of said change on/from
Owner Signature	Date
Signature of deed holder (if your unit is a Contract for Deed Fee)	 Date

GREENSBORO CONDOMINIUM OWNERS ASSOCIATION

Homeowner Provision with Contractor

"The contractor understands and agrees that all service(s) to be performed and materials to be delivered and installed under this contract are being furnished and installed at the request of the owner, that the contractor's lien rights are limited to the owner's dwelling and the Association has no responsibility for any charges or costs in connection therewith."

Signature of Contractor	Date

~Keep a copy for your Records~

Contractor Rules & Regulations

In-Unit Renovations, Improvements or Repairs

- 1. Follow the Rules and Regulations of the Association and communicate them to your contractor.
- 2. There is to be no construction noise before 8:00 am or after 5:00 pm Monday through Friday. There is no work permitted on major holidays.
- 3. Service personnel must park in the owner's parking space or guest parking areas.
- 4. The owner is responsible to provide access where needed. No person will be allowed access unless authorized by the unit owner.
- 5. There is no propping of entry doors.
- 6. All work must be performed in the owners; unit, garage or patio spaces. No work materials are permitted to be placed, (even temporarily) in the interior lobbies or exterior grounds.
- 7. Work performed on balconies must not result in materials falling to the patio below, including but not limited to water, soap, dust, and chemicals (Notify the homeowner living below before work commences.) If materials drop to patio below you are responsible for the cleanup of the patio and cost of any damage that may occur.
- 8. Use of sinks, lavatories, showers or toilets for cleaning tools or disposing of debris is prohibited. Any stoppages resulting in the main line will be the responsibility of the owner.
- 9. Painting products must be properly ventilated to avoid respiratory discomfort to those residing in the building.
- 10. It is the responsibility of the unit owner/resident to make sure the common areas are completely restored to the preconstruction state (exterior and/or interior) by their contractors and service persons.
- 11. All materials removed, and unused new materials or left-over materials shall not be left on the property. Construction debris shall not be disposed of in any Greensboro containers.
- 12. The owner will be charged accordingly for damages to the common areas (exterior and/or interior) by their contractors and service persons.
- 13. Failure to follow these rules will result in workman being denied access to the property, including fines and fees to the owners for damages.

HOMEOWNERS ARE RESPONSIBLE TO MAINTAIN A "LIMITED COMMON ELEMENT" PER THE GOVERNING DOCUMENTS. IF AN OWNER DOES NOT MAINTAIN THIS, THE ASSOCIATION RESERVES THE RIGHT TO MAINTAIN/REPAIR AND CHARGACK THE OWNER.

ARCHITECTURAL MODIFICATION AGREEMENT GREENSBORO CONDOMINIUM OWNERS ASSOCIATION

(For use with requests for new patios only)

THIS	ARCHITI	ECTURAL MO	DIFICATION A	AGREEMENT ("	Agreement ") is entered	into this
day of			_, 20, by	and between Gr	eensboro Condominium	Owners
Association,	a	Minnesota	non-profit	corporation	("Association"),	and
("Owner(s)").						

RECITALS

WHEREAS, the Association is the homeowner's association that maintains, operates and manages the Greensboro Condominium, Apartment Ownership No. 41, located in St. Louis Park, Minnesota ("Greensboro"). The Owner(s) is/are the record owner(s) of the real estate and condominium unit that is part of the Greensboro Condominium and that is located at _________, St. Louis Park, Minnesota (the "Unit"). The Unit is legally described on the attached Exhibit A; and

WHEREAS, pursuant to Article VI, Section 9 and Article X, Section 3 of the Amended and Restated Declaration of Condominium for Greensboro Condominium Owners Association, Apartment Ownership Number 41, recorded March 20, 1984, in the office of the Hennepin County Recorder as Document No. 4876302, as amended from time to time thereafter ("Declaration"), the Amended and Restated Bylaws of the Association, recorded as an Exhibit to the Amended and Restated Declaration, and the other governing documents of the Association (collectively, the "Governing Documents") the owner(s) of a unit at Greensboro Condominium who intend(s) to modify the exterior of the unit and/or any portion of the Common or Limited Common Areas of the Association (hereinafter collectively referred to as the "Modifications") must receive approval from the Association or by an Architectural Committee ("AC") appointed by the Association's Board of Directors, prior to performing the Modifications;

WHEREAS, the Association has established certain policies and procedures for applying to perform, and the approval of, proposed Modifications by the owners at Greensboro Condominium, all in accordance with the terms of the Declaration. The policies and procedures for approval of the Modifications require that approval of the application for the Modifications is contingent upon, among other things, the execution of this Agreement by the Owner(s);

WHEREAS, the Owner(s) have applied to the Association for the Modifications to the Unit to install a patio outside the Unit, as is more specifically described in **Exhibit B** hereto, which is incorporated by reference herein and made a part hereof; and

WHEREAS, the Association or the AC have approved the Owner'(s) application for the Modifications, which approval is contingent upon the Owner(s) executing this Agreement.

AGREEMENTS

NOW, THEREFORE, the Association and the Owner(s), in consideration of the agreements contained herein, the Recitals, above, which are part of the agreements contained herein, and for other valuable consideration, the receipt of which is hereby acknowledged by the Owner(s) and the Association, agree to the following:

- 1. The Owner(s) shall abide by, and comply in all respects with, the guidelines and procedures of the Association or the AC in approving the Modifications, including but not limited to all provisions of the Governing Documents.
- 2. The Owner(s) agree(s) that the Modifications will not encroach upon the Common Elements of Greensboro Condominium Owners Association (as such are defined on the Governing Documents), unless such encroachment is specifically approved in advance and in writing by the Association.
- 2. Construction or implementation of the Modifications will not be commenced until this Agreement is executed by the Association and the Owner(s).
- 3. All costs and expenses relating to the Modifications, including, but not limited to, the costs and expenses for maintenance, repair, replacement, reconstruction and insurance, shall be completely borne by, and be the expense of, the Owner(s).
- 4. The Association shall be solely and completely responsible for the construction standards and specifications relating to the Modifications, and for the construction work. The Association will ensure that the Modifications are not in violation of any restrictions imposed by any governmental authority having jurisdiction over Greensboro Condominium, the Unit, and the Modifications.
- 5. The Association shall be responsible for performing all maintenance, repair and replacement of the Modifications, but the cost thereof shall be assessed against the Owner's Unit as an expense benefitting fewer than all Units in the same manner as any other assessment and shall become the personal obligation of the Owner(s) and be a lien against the Unit. A lien for any maintenance expenses hereunder or other amounts due and owing to the Association under any terms of the Declaration may be foreclosed against a Unit under the laws of the State of Minnesota (i) by action, or (ii) by advertisement as a lien under a mortgage containing a power of sale. The Association, or its authorized representative, shall have the power to bid in at the foreclosure sale and to acquire, hold, lease, mortgage and convey any Unit so acquired. The Owner and any other Person claiming an interest in the Unit, by the acceptance or assertion of any interest in the Unit, grants to the Association a power of sale and full authority to accomplish the foreclosure. The Association shall, in addition, have the right to pursue any other remedy at law or in equity against the Owner who fails to pay any assessment or charge against the Unit. The commencement of an action to recover the sums is not an election of remedies if it is dismissed before commencement of foreclosure of the lien. The Association has the right to enter the Unit to perform the Maintenance.
- 6. The Owner hereby acknowledges and agrees that any Modifications constructed with the Association's approval partially or wholly within the Association's Common Areas will not convert said Common Areas into Limited Common Areas and that such conversion may only be accomplished through a proper amendment to the Declaration and the Condominium plat/site plan. Any such Modifications shall remain

part of the Common Areas and shall be treated as such under the Association's governing documents except to the extent such documents are modified by this Agreement. However, in the case of a Modification consisting of the construction of a new patio for the benefit of the requesting Owner, the Association shall and hereby does grant the Owner(s) an exclusive license to use said Common Areas to the exclusion of other Owners or residents for so long as the patio remains in place, with said license becoming effective at the time that said Modification has been completed in accordance with the plans and specifications that were approved by the Board. No additional notice of completion is required for said license to become effective. However, if a notice is sent to the Owner by the Board, the license shall become effective as of the date that said notice was sent. The Owner further agrees and acknowledges that the Association retains control over said Common Areas and that the Association may, in its sole discretion, require that the Modifications be altered or removed if doing so is necessary to prevent damage and/or will further the overall goals of the Association. The Association shall not require alteration or removal of said Modifications except for good cause shown and for the reasons stated herein. Except in the case of an emergency, for any Modifications for which the Association has granted the Owner an exclusive license, said Modifications may not be altered or removed or required to be altered or removed by the Association except with approval from a majority of Owners present in person or by proxy at an annual or special meeting of the Members.

- 7. This Agreement shall be binding jointly and severally upon the parties hereto, their heirs, personal representatives, successors (in title to the Unit, or otherwise), assigns and all subsequent owners of the Unit. Any agreement for the sale or conveyance of the Unit shall specifically provide for the assumption by the purchaser(s) of the Owner'(s) obligations under this Agreement, and a copy of this Agreement shall be delivered by the Owner(s) to the purchaser(s) prior to the signing of the purchase agreement.
- 8. The provisions of this Agreement shall be severable, and in the event any provision hereof is declared unenforceable, the remaining provisions shall remain in full force and effect. This Agreement shall be interpreted, controlled, governed and construed in all respects by the laws of the state of Minnesota.
- 9. This Agreement constitutes the full and complete understanding and agreement of the parties with respect to the matters contained herein and supersedes any prior understanding or agreement between the parties relating thereto. No amendment, waiver or modification of any provision of this Agreement shall be binding on the parties unless made in writing and signed by all parties hereto.
- 10. No waiver of any term, condition or covenant of this Agreement by a party hereto shall be deemed to be a waiver of any subsequent breaches of the same or other terms, covenants or conditions hereof by such party. The failure of either party hereto to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of any such right or remedy with respect to subsequent defaults. Every right and remedy given this Agreement to the parties hereto may be exercised from time to time and as often as may be deemed expedient by those parties.
- 11. The Association or the Owner(s) have the absolute right to record this Agreement in the office of the Hennepin County Recorder. The Owner(s) also agree(s) to consent to or join in any court or administrative proceeding that may be necessary to record this Agreement. All costs and expenses, including attorney's fees, incurred by the Association in connection with such recording and any such court or administrative proceeding shall be borne by and be the personal obligation of the Owner(s) and be a lien against the Unit.
- 12. The Owner(s) agree(s) that any and all claims by, and subsequent judgments in favor of, the Association

against the Owner(s) for any costs, expenses, damages, or other losses incurred by the Association, as provided for under this Agreement, including but not limited to its reasonable attorneys' fees, are excepted from the homestead exemption on or to the Unit from seizure or sale, pursuant to Minn. Const. Art. 1, Section 12, and Minn. Stat. § 510.01. The Owner(s) specifically agree(s) that any lien in favor of the Association, as provided for under this Agreement, shall also be excepted from the homestead exemption on or to the Unit from seizure or sale, pursuant to Minn. Const. Art. 1, Section 12, and Minn. Stat. § 510.01.

13. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same instrument.

[Signature page to follow]

[This is the Signature Page for that certain Architectural Modification Agreement for Greensboro Condominium Owners Association]

IN WITNESS WHEREOF, the parties have caused this Architectural Modification Agreement to be executed as set forth below.

	OWNER(S):		
	[Name]		
STATE OF MINNESOTA)) ss. COUNTY OF HENNEPIN)	[Name]		
The foregoing instrument was acknowledged beform and [Name], [husband and wife] or [single person	ore me this day of, 20, by [Name] n].		
	Notary Public		
	ASSOCIATION:		
	GREENSBORO CONDOMINIUM OWNERS ASSOCIATION		
	President		
STATE OF MINNESOTA)) ss. COUNTY OF HENNEPIN)			
	ore me a notary public this day of, of Greensboro Condominium Owners Association, a corporation.		
	ry Public		
This instrument was drafted by: HELLMUTH & JOHNSON, PLLC 8050 West 78 th Street Edina, MN 55439			

(952) 941-4005 File #11056.0001

EXHIBIT A TO ARCHTECTURAL MODIFICATION AGREEMENT

GREENSBORO CONDOMINIUM OWNERS ASSOCIATION

LEGAL DESCRIPTION

Apartment No	, Apartment Owne	ership No. 41, 0	Greensboro (Condominium,	Hennepin C	County
Minnesota						
[Property Address: _			, St. Loui	is Park, Minnes	sota]	

EXHIBIT B TO ARCHTECTURAL MODIFICATION AGREEMENT

GREENSBORO CONDOMINIUM OWNERS ASSOCIATION

The Owner(s) have applied to the Association for approval of the following Modifications to be performed by the Association on or to the Unit and/or the Common or Limited Common Areas surrounding the Unit:

RENTAL POLICY & PROCEDURES

TENANT/RENTAL CHECKLIST

 Copy of signed lease
 City of St. Louis Park rental license
 Proof of criminal background checks on all occupants and Owner Certification
 Copy of signed "Crime Free Lease Addendum"
 Completed Landlord/Tenant Information Sheet
 Move-in/Move-out Fee
Signed copy of "Receipt of the Rules and Regulations" to tenants (make sure your renter is familiar with the move-in and out procedures).

All these items <u>MUST</u> be received by The Management Company for the Association <u>PRIOR</u> to move in by your tenants or you will be subject to fines for violation of the Rental Policy and Procedures. No owner shall allow possession of a unit by a tenant until all the above items/information has been submitted to the Management Company or the Board of Directors.

GREENSBORO CONDOMINIUM OWNERS ASSOCIATION RENTAL POLICY

The condominium unit and any limited common element associated therewith shall be used in such a manner so as not to disturb the use or enjoyment of any other unit owner. Special attention must be given to the level of noise, type of odors, method of decoration and use applicable to the condominium unit and limited common elements; and in that connection each person agrees to comply with provision of the Declaration, Articles of Incorporation, By-Laws, and Rules and Regulations of the Association, as lawfully amended from time to time.

A. OCCUPANCY

Each condominium unit shall be occupied and used only as a private dwelling for the owner, his or her family, tenants, and/or social guests and for no other purpose. No business, trade, occupation or profession of any kind shall be conducted, maintained or permitted in any unit except as permitted under the Declaration for the maintenance of a home office.

B. RENTAL OF UNITS

- 1. The Unit and/or garage must be leased in its entirety and cannot be subleased.
- 2. Garages may be leased to another Owner or occupant of a residential unit pursuant to a written lease. A copy of the lease must be provided to the Board or Management Company prior to the commencement of the lease term. A garage may not be leased to or used by any person other than an Owner or tenant of a residential unit.
- 3. All leases for residential and garage units must be in writing and a copy thereof provided to the Association prior to the commencement of the lease term.
- 4. Owners must inform the Association, with written notice to the Association Manager or Board of Directors, whenever they lease/rent their Unit(s). Information is to be supplied to the Association no later than the commencement of the lease. This must include:
 - a. A copy of the rental/lease agreement with executed Crime-Free Addendum, which must be in writing (Crime-Free Addendum forms are available from the Association Manager).
 - b. The name(s) of all tenant(s) and occupants of the Unit, along with vehicle type(s) and license numbers for all vehicles owned or used by tenants. Tenants must abide by all parking Rules and Regulations of the Association, as may be amended from time to time.
 - c. The term of the rental agreement (if not otherwise apparent from Lease). As transient leasing is not allowed, all leases must be for a minimum lease term of at least one hundred eighty (180) days.
 - d. A completed Landlord/Tenant Information Sheet, as provided by the Association.
 - e. A "Receipt of Rules and Regulations" form signed by all tenant(s) indicating receipt of a copy of the Association's governing documents from the Owner.

- f. A copy of the Landlord's Rental License as issued by the City of St. Louis Park for their Unit.
- g. Proof that the Owner has conducted a criminal background check on each tenant or occupant prior to entering any lease. Background checks must be completed on each adult occupant of the unit whether or not such occupant is or will be a party to the written lease. Proof may be in the form of a receipt issued to the Owner for the cost of such background searches as performed by a reputable screening company. Additionally, the Owner must complete and execute a Background Check Certification (Certification forms are available from the Manager).
- h. Any other information or documents deemed necessary by the Board which relates to the operation of the Association as indicated on the Rental Checklist.
- 5. The Unit Owner must supply a copy of the Landlord/Tenant Information Sheet, each time a Unit is leased/rented to a new renter/occupant, or whenever the rental period is extended or renewed with an existing renter.
- 6. All tenants and guests are subject to the Declaration, By-Laws, Rules/Regulations and Policies of the Association and language to that effect shall appear in the lease of any unit. The owner of a rental unit is responsible to provide the occupants with a current copy of the Association's Rules and Regulations and all other governing documents. The owner will be responsible for any and all infractions of the rules, regulations, and guidelines by a tenant or guest, along with any resulting fine or assessment. Owners should advise renters of the organizational structure of the Condominium Association, including what their responsibilities are and who should be contacted in the event any problems arise.
- 7. The Owner of any rental unit has sole financial and legal responsibility for any and all assessments, fines and other amounts owed to the Association, as well as for any property damage resulting from the actions or omissions of his/her tenant(s) and/or guests. Please refer to Chapter 7 of these Rules regarding Sanctions and fines for violations of Association rules.
- 8. Any maintenance requests to the Association in connection with a Unit must be submitted by the Owner and not by any tenants.
- 9. All Owners and tenants are strongly encouraged to obtain their own insurance covering loss or damage to their Unit and personal property. The Association's master insurance policy does not cover a loss to personal property of an Owner or tenant.

CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of the lease of the dwelling unit identified in the attached lease, Property Owner/Manager and Resident agree as follows:

- Resident, any members of the resident's household, a guest or other person under the resident's control, shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related activity" means the **illegal manufacture**, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act {S.C. 802}.
- 2) Resident(s), any member of the resident's household, a guest or other person under the resident's control, shall not engage in **any act intended to facilitate criminal activity**, including drug-related criminal activity, on or near the said premises.
- 3) Resident or members of the household **will not permit the dwelling unit to be used for, or to facilitate criminal activity**, including drug-related criminal activity regardless of whether the individual engaging in such activity is a member of the household, or a guest.
- 4) Resident, any member of the resident's household, a guest, or another person under the resident's control, shall not engage in the **unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance** at any location, whether on or near the dwelling unit or otherwise.
- Resident, any member of the resident's household, a guest, or another person under the resident's control, shall not engage in any criminal activity, including **prostitution**, **criminal street gang activity**, **threatening**, **intimidating**, **or assaultive behavior** including, but not limited to, the **unlawful discharge of firearms**, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent or other residents and/or involving imminent or actual serious property damage.
- 6) VIOLATIONS OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR <u>IMMEDIATE</u> TERMINATION OF TENANCY.
- 7) In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum, shall govern.
- 8) This lease addendum is incorporated into the lease executed or renewed this day between Property Owner/Manager and Resident(s).

It is understood and agreed that <u>a single violation shall be good cause for termination</u> of this lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by the preponderance of the evidence.

Owner/Landlord Signature	Tenant Signature	
Date	Date	

RECEIPT OF RULES AND REGULATIONS

I,	ACKNOWLEDGE RECEIPT OF AND
TENANT	
	DECLARATION, BYLAWS, RULES AND REGULATIONS OF UM OWNERS ASSOCIATION, AS MAY BE AMENDED
I FURTHER AGREE AND UN AND	DERSTAND THAT IF I VIOLATE ANY OF THE RULES
	VICTED IMMEDIATELY. (Subject to rental laws of the State of
TENANT	DATE
TENANT	DATE
LANDLORD	DATE

LANDLORD/TENANT INFORMATION SHEET

GREENSBORO CONDOMINIUM OWNERS ASSOCIATION

This Information Sheet must be completed and submitted to the Board of Directors or Property Manager, along with a copy of the signed lease and other required documents, as soon as possible prior to the commencement of the lease term.

Owner Name:		
Owner Address:		
Owner Telephone Number:		(home)
		(work)
		(cellular)
Property Address:		
Tenant Name:		
Tenant Telephone Number:		(home)
		(work)
		(cellular)
Names of All Occupants:		
Make, Model and License plate No. of A	All Vehicles of Tenant/Occupant(s):	
Vehicle #1:		
Vehicle #2:		
Vehicle #3:		
Term of Lease:		
Commencement Date of Lease:		
Termination Date of Lease		
FOR AS	SSOCIATION USE ONLY	
Date Received:	Move In Fee Paid? Y/N Date:	
Move Out Fee Paid: V/N Date:		

CERTIFICATION OF OWNER

Owner(s) Name(s):		
Property Address:	, Unit,	, MN
Prospective Tenant Name(s):		
I/we, the above-named Owner(s) Condominium Owners Association (and representatives, as follows:		
1. I/we have undertaken to ha above-named prospective tenants.	ve a nationwide background check	performed on each of the
2. Such background check v professional.	was performed by an independen	it, reputable, experienced
3. The agency conducting the conduct such background checks as	e background check holds any and may be required by state or federal	
4. I/we have reviewed the infithere is nothing identified in those health or safety risk or pose any oth Greensboro Condominium communithe following criminal activities:	her type of danger to the other Own	ive tenant(s) would pose a ners and Occupants of the
Sexual assault or otStalking, harassmer	murder, rape, or other violent f	
I/we understand that the above-descr of evidence of such activity does not or safety risk or other type of dang community.	necessarily indicate that the prospec	ctive tenant poses no health
I/we hereby certify the above to be t	rue as of the date hereof.	
Dur		
Date:	Name	
Date:	Name	
	Name	

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

STATE OF MINNESOTA COUNTY OF HENNEPIN)) ss.)	
On theappeared	_ day of	
		as his / her free act and deed.
		Notary Public
STATE OF MINNESOTA COUNTY OF HENNEPIN)) ss.)	
On theappeareddescribed in and who executed	day of uted the same	, 20, before me, to me personally known to be the personal has his / her free act and deed.
		Notary Public