

EXHIBIT "A"  
TO  
CONDOMINIUM DECLARATION  
FOR  
VALHALLA ONE ASSOCIATION

326771

<u>Unit Number</u>	<u>Declared Statutory Value of Unit</u>	<u>Per Cent of Undivided Interest</u>
11	13,000	6.0
12	11,000	5.1
13	11,000	5.1
14	13,000	6.0
15	11,000	5.1
16	13,000	6.0
21	13,000	6.0
22	11,000	5.1
23	11,000	5.1
24	13,000	6.0
25	11,000	5.1
26	13,000	6.0
31	13,000	6.0
32	11,200	5.2
33	11,000	5.1
34	13,000	6.0
35	11,000	5.1
36	13,000	6.0
Value of Property	\$216,200	100.0%

The balconies adjoining and associated with a unit, as shown on the Floor Plan, are limited common elements as is provided in paragraph 4 of the Declaration.

PROOFED  
GRANTOR ✓  
GRANTEE ✓  
TRAGED ✓  
PAID ✓  
CHG. ✓  
REV. STAMP  
MTG. TAX

326771

REGISTER OF DEEDS OFFICE } ss.  
Olmsted County, Minn.  
I hereby certify that the within instrument  
was filed in this office for record on

DEC 23 1970

at 1:29 o'clock P.M.  
Book T-3 of Pages on page 694  
Deputy Register of Deeds  
By [Signature] Deputy

Metro Development

34

AMENDMENT NUMBER 1  
TO CONDOMINIUM DECLARATION  
FOR VALHALLA ONE

The undersigned, being the owner of 80% or more of the total percentage of undivided interests in the general common elements of the condominium project created by the Condominium Declaration for Valhalla One recorded in the office of the Register of Deeds, Olmsted County, Minnesota, in Book T-3 on page 694 as Document No. 326771, and covering the property situated in said county described as follows:

Lot 1, Block 4, Valhalla Fourth Subdivision, according to the recorded plat thereof, Olmsted County, Minnesota,

and the holder of all recorded first mortgages covering or affecting all condominium units in said condominium project, do hereby, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree to amend said Condominium Declaration as follows:

1. By adding to paragraph 17 additional sentences as follows:

"To the extent there are insurance proceeds payable due to any damage or destruction, such proceeds shall be used by the Association to the extent authorized by the provisions of applicable statutes and provisions of this Declaration and the Bylaws of the Association, to repair the general and limited common elements and damaged units, and to the extent there are any insurance proceeds which were payable due to damage to or destruction of any unit, the Board of Directors may deliver them to the owner and first mortgagee of that unit for the repair of the damaged unit pursuant to paragraph 18, or, at the discretion of the Board of Directors, may retain such proceeds and repair the damaged unit to the extent of such proceeds and pay the cost thereof from such proceeds. No owner shall be liable for any damage to any unit or the general or limited common elements to the extent such liability is waived by paragraph 24 hereof, anything to the contrary in this paragraph 17 notwithstanding."

2. By deleting paragraph 24 and inserting in lieu thereof the following:

"24. Insurance. The Manager, or if there is no Manager, then the Board of Directors, shall obtain and maintain at all

times insurance of the type and kind provided hereinabove, and at the discretion of the Board of Directors, including such other risks, of a similar or dissimilar nature, as are or may hereafter customarily be covered with respect to other condominium buildings, fixtures, equipment, and personal property, similar in construction, design, and use, issued or responsible insurance companies authorized to do business in the State of Minnesota. The insurance shall be carried in blanket policy form naming the Association the insured, as trustee for all of the condominium unit owners, which policy or policies shall provide a standard mortgage clause in favor of each first mortgagee. It shall also provide that the policy cannot be cancelled until after at least ten days' prior written notice is first given to the Association and each first mortgagee. The Manager, or if there is no Manager, then the Board of Directors, shall also obtain and maintain, to the extent obtainable, public liability insurance in such limits as may from time to time to be determined, insuring the Association and the Manager, if any. All such insurance shall be reviewed at least annually by the Board of Directors and shall be in amounts, on terms, and with companies determined by the Board of Directors except for said fire insurance with extended coverage and vandalism and malicious mischief which shall be for the full insurable replacement cost as above stated.

Each owner may obtain additional insurance at his own expense for his own benefit provided that the liability of the carriers issuing insurance shall not be affected or diminished by reason of any such insurance carried by any unit owner. Also, insurance coverage on the furnishings and other items of personal property belonging to an owner and casualty and personal

public liability insurance coverage shall be the responsibility of each owner.

Each owner, upon becoming an owner, shall be deemed to have constituted and appointed, and does hereby so constitute and appoint, the Association as his true and lawful trustee to act in all matters concerning the purchase and maintenance of all types of property and liability insurance pertaining to the condominium project. Each owner does further hereby agree, without limitation on the generality of the foregoing, and each mortgagee, upon being a mortgagee of a condominium unit, does hereby agree, that the Association, as trustee, shall have full power and authority, in addition to the powers above given to purchase and maintain such insurance, and remit premiums therefor, to collect proceeds and to use the same, and distribute the same to the Association, owners and mortgagees, as their interests may appear, all pursuant to and subject to the applicable statutes and the provisions of this Declaration and the By-Laws of the Association, and to execute all documents and do all things on behalf of each owner and the Association as shall be necessary or convenient to the accomplishment of the foregoing.

Anything herein to the contrary notwithstanding, the Association agrees that it shall make no claim against any owner, and each owner agrees that he shall make no claim against the Association, the Manager or any other owner or owners, for any loss or damage to any of the Association's property or other owner's personal property or to the owner's condominium unit, even if caused by the act or neglect of the Association, the Manager or such other owner or owners, due to a peril insured against by the insurance obtained and maintained by the Manager or Board of Directors, or by such owner, pursuant

to this paragraph 24, to the extent of any recovery collectible under all such insurance policies, and all such claims, to the extent of such recovery, are hereby waived and released; provided, however, that this waiver shall not apply to damage due to vandalism or malicious mischief and shall apply only during such time as the applicable policy or policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policy or policies or prejudice the right of such owner to recover thereunder, and each owner, and the Board of Directors, agrees that their respective insurance policies shall contain such a clause or endorsement.

3. By deleting paragraph 29 and inserting in lieu thereof the following:

"29. Disposition of Property Where It Is Damaged By Fire or Other Disaster. In case of fire or other disaster, if a majority of the unit owners (as defined by Minnesota Statutes (1969) Section 515.02) and all other parties in interest do not voluntarily make provision for reconstruction within 180 days from the date of damage or destruction then notice shall be filed for record and the condominium project disposed of, all pursuant to Minnesota Statutes (1969) Section 515.26."

4. Said Declaration, as hereby amended, shall otherwise be in full force and effect.

This instrument is exempt from State Deed Tax.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed this 20<sup>th</sup> day of April, 1973.

In Presence of:

Aita B. Lornish

Deane Yahr

VALHALLA PARK CO., a partnership

By Quality Homes, Inc.

By [Signature]

Its [Signature]

Owner of 80% or more of the total percentage of undivided interests in the general common elements.

The undersigned, Olmsted Federal Savings and Loan Association consents to the within Amendment No. 1 to Condominium Declaration for Valhalla One. This consent shall in no way constitute a waiver by said Olmsted Federal Savings and Loan Association of its right to require satisfactory insurance on Condominium loans made by it which said insurance must comply with the policies of said Olmsted Federal Savings and Loan Association and with the rules and regulations pertaining to the operation of said Association.

*[Signature]*  
*[Signature]*

OLMSTED FEDERAL SAVINGS AND LOAN ASSOCIATION

By *[Signature]*  
 Its *As Vice President*  
 And *[Signature]*  
 Its *Secretary*

Holder of all first mortgages  
 on all condominium units.

STATE OF MINNESOTA)  
 ) SS.  
 COUNTY OF HENNEPIN)

On this 20<sup>th</sup> day of April, 1973, before me, a Notary Public within and for said County personally appeared Kenneth L. Westlund to me personally know, who being by me duly sworn did say that he is the President of Quality Homes, Inc., the corporation named in the foregoing instrument as a general partner of VALHALLA PARK CO., and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed by said corporation by authority of its Board of Directors and on behalf of said partnership by authority of its partners and said Kenneth L. Westlund acknowledged said instrument to be the free act and deed of said partnership.

*[Signature]*

DIANE YAHR  
 Notary Public, Hennepin County, Minn.  
 My Commission Expires Aug. 18, 1973.

STATE OF MINNESOTA)  
 ) SS.  
 COUNTY OF OLMSTED )

On this 20<sup>th</sup> day of April, 1973, before me, a Notary Public within and for said County, personally appeared Wm. H. Apple and Lulla Holand to me personally known, who, being each by me duly sworn did say that they are respectively the As. Vice President and the Secretary of OLMSTED FEDERAL SAVINGS AND LOAN ASSOCIATION, the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Wm. H. Apple and Lulla Holand acknowledged said instrument to be the free act and deed of said corporation.

*[Signature]*

ROSE ELLEN MCKINNEY  
 Notary Public, Olmsted County, Minn.  
 My Commission Expires Dec. 16, 1976

3472

ACCEPTANCE, CONSENT AND ADOPTION

WHEREAS, Valhalla Park Co., a partnership, has filed Amendment Number 1 ("Amendments") to the Condominium Declaration for each of the condominiums on the respective lots below described ("Lots") situated in Olmsted County, Minnesota, which Amendments have been recorded in the office of the Register of Deeds, Olmsted County, Minnesota, and bear the respective document numbers set out below for the respective condominiums:

<u>Condominium Declaration For:</u>	<u>Lot Description</u>	<u>Document Number of Amendment Number 1</u>
Valhalla One	Lot 1, Block 4, Valhalla Fourth Subdivision	347051
Valhalla Two	Lot 2, Block 4, Valhalla Fourth Subdivision	347052
Valhalla Three	Lot 3, Block 4, Valhalla Fourth Subdivision	347053
Valhalla Four	Lot 4, Block 4, Valhalla Fourth Subdivision	347054
Valhalla Five	Lot 5, Block 4, Valhalla Fourth Subdivision	347055
Valhalla Six	Lot 6, Block 4, Valhalla Fourth Subdivision	347056
Valhalla Seven	Lot 7, Block 4, Valhalla Fourth Subdivision	347057
Valhalla Eight	Lot 8, Block 4, Valhalla Fourth Subdivision	347058

and;

WHEREAS, By inadvertence and mistake, said Amendments were signed by Valhalla Park Co., a Minnesota partnership, instead of Valhalla Park, Inc., a Minnesota corporation, said Valhalla Park, Inc. being the owner of said Lots; and

347031

WHEREAS, Valhalla Park, Inc. now desires to accept, consent to and adopt said Amendments as its own act.

NOW, THEREFORE, Valhalla Park, Inc., a Minnesota corporation, does hereby accept, consent to and adopt as its own act, the terms and provisions of each and all of said Amendments, does hereby incorporate herein all of the terms and provisions of each and all of said Amendments and does hereby declare that the terms and provisions of said Amendments are hereby made a part of, and are in full force and effect as to, the respective Condominium Declarations.

IN WITNESS WHEREOF, The undersigned has caused this instrument to be executed this 21<sup>st</sup> day of MAY, 1973.

IN PRESENCE OF:

Rita B. Carnish

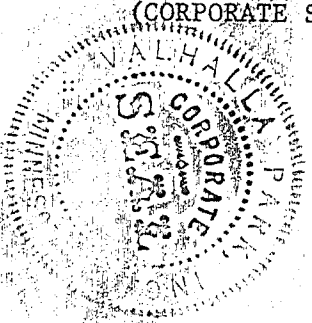
Deane Yahr

(CORPORATE SEAL)

VALHALLA PARK, INC.

By [Signature]  
Its V.P.

And [Signature]  
Its Sec. Treas.



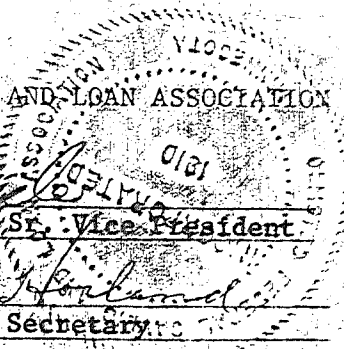
CONSENT

The undersigned, Olmsted Federal Savings and Loan Association, consents to the foregoing Acceptance, Consent and Adoption and accepts and consents to the Amendments made by the foregoing Acceptance, Consent and Adoption to each and all of the foregoing Condominium Declarations. This consent shall in no way constitute a waiver by said Olmsted Federal Savings and Loan Association of its right to require satisfactory insurance on Condominium loans made by it which said insurance must comply with the policies of said Olmsted Federal Savings and Loan Association and with the rules and regulations pertaining to the operation of said Association.

OLMSTED FEDERAL SAVINGS AND LOAN ASSOCIATION

By [Signature]  
Its Sr. Vice President

And [Signature]  
Its Secretary



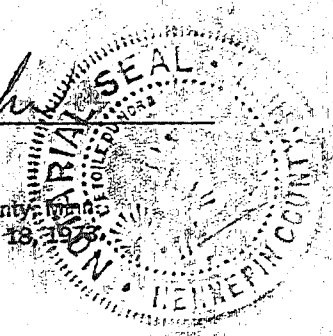


STATE OF MINNESOTA )  
 ) SS:  
COUNTY OF HENNEPIN )

On this 27<sup>th</sup> day of May, 1973, before me, a Notary Public within and for said County, personally appeared Kenneth L. Westrand and Albert E. Wischmann to me personally known, who, being each by me duly sworn did say that they are respectively the Vice President and the Secretary-Treasurer of VALHALLA PARK, INC., the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Kenneth L. Westrand and Albert E. Wischmann acknowledged said instrument to be the free act and deed of said corporation.

Diane Yahr

DIANE YAHR  
Notary Public, Hennepin County, Minn.  
My Commission Expires Aug. 18, 1976

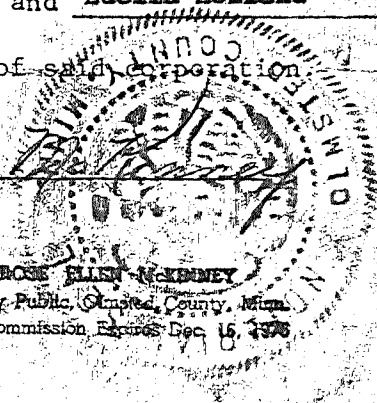


STATE OF MINNESOTA )  
 ) SS:  
COUNTY OF OMSTED )

On this 21st day of May, 1973, before me, a Notary Public within and for said County, personally appeared Wm. H. Sipple and Luella Hoiland to me personally known, who, being each by me duly sworn did say that they are respectively the Sr. Vice President and the Secretary of OLMSTED FEDERAL SAVINGS AND LOAN ASSOCIATION, the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Wm. H. Sipple and Luella Hoiland acknowledged said instrument to be the free act and deed of said corporation.

Rose Ellen McKinney

ROSE ELLEN MCKINNEY  
Notary Public, Olmsted County, Minn.  
My Commission Expires Dec. 16, 1976



300

347331

RECORDED	<input checked="" type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
PAID	<input checked="" type="checkbox"/>
GENL	<input checked="" type="checkbox"/>

REGISTER OF DEEDS OFFICE } ss.  
 Olinsted County, Minn.  
 I hereby certify that the within instrument  
 was filed in this office for record on

MAY 24 1973  
 at 10/2 o'clock AM  
 Book 103 of Minn. on page 931  
 Harry S. Evans, Register of Deeds  
 By Charles M. Behr, Deputy

Urbahalla Park Co.

BY-LAWS  
OF  
VALHALLA ONE

The name of the organization shall be the VALHALLA ONE ASSOCIATION (hereinafter called the "Association").

ARTICLE I  
OBJECT

1. This non-profit Association is formed to govern the condominium property situate in the County of Olmsted, State of Minnesota, described as follows:

Lot 1, Block 4, Valhalla Fourth Subdivision, according to the recorded plat thereof, Olmsted County, Minnesota,

and which property has been submitted to the provisions of the Apartment Ownership Act of the State of Minnesota pursuant to document entitled "Condominium Declaration for Valhalla One" (hereinafter called the "Declaration").

2. All present or future owners, tenants, future tenants, or any other person that might use the facilities of the project in any manner, including contract for deed buyers, are subject to the provisions of the Declaration, these By-laws and Resident Policies adopted pursuant hereto. The mere acquisition or rental of any of the condominium units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units will signify that the provisions of the Declaration, these By-laws, and such Resident Policies are accepted, ratified, and will be complied with.

3. This Association shall have no corporate seal.

ARTICLE II

MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

1. Membership. Any person on becoming an owner of such unit shall automatically become a member of this Association and be subject to these By-laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a unit, but such termination shall

not relieve or release any such former owner from any liability or obligation incurred under or in any way connected with the Association during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligation incident thereto. No certificates of stock shall be issued by the Association but the Board of Directors may, if it so elects, issue one membership card to the owner(s) of a unit. Such membership card shall be surrendered to the Secretary whenever ownership of the unit designated thereon shall terminate.

2. Voting. Voting shall be based upon the percentage of the undivided interest of each unit owner in the general common elements as set out in Exhibit A to the Declaration. An owner of an undivided fractional interest in and to a condominium unit shall be entitled to a vote equal to his fractional ownership interest in such unit. The votes attributable to each unit shall not be split for voting purposes. Cumulative voting is prohibited. A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members only if he shall have executed and filed a proxy pursuant to paragraph 3 of Article VIII hereof, if required thereby, fully paid all assessments made or levied against him and the condominium unit owned by him, and shall have filed evidence of ownership of his unit as required by Article VIII, paragraph 1 hereof.

3. Majority of Unit Owners. As used in these By-laws the term "majority of unit owners" shall mean those owners with 51% or more of the votes in accordance with the undivided interests in the general common elements.

4. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of unit owners" as defined in paragraph 3 of this Article shall constitute a quorum. An affirmative vote of a majority of the unit owners present, either in person or by proxy, shall be required to transact business; provided, however, that no business shall be transacted unless a minimum of one-third of all of the owners, either in person or by proxy, vote affirmatively.

5. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

### ARTICLE III

#### ADMINISTRATION

1. Association Responsibilities. The owners of the units will constitute the Association, which will be administered by a Board of Directors.

2. Place of Meetings. Meetings of the Association shall be held at such place as the Board of Directors may determine.

3. Annual Meetings. The first annual meeting of the Association shall be held on December 1, 1971. Thereafter the annual meetings of the Association shall be held on the first Monday of December of each year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of paragraph 5 of Article IV of these By-Laws. The owners may also transact such other business of the Association as may properly come before them.

4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by Resolution of the Board of Directors or upon a petition signed by a majority of unit owners and having been presented to the Secretary. The notice of any special meeting shall be given to all members by delivery to the unit of the member or by mailing to the registered mailing address of the member. Such notice shall be delivered or mailed at least three days prior to the meeting and shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of the owners of sixty per cent or more of the total undivided interest in the general common elements, either in person or by proxy.

5. Adjourned Meeting. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight hours from the time the original meeting was called.

6. Order of Business. The order of business at all meetings of the owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Report of manager.
- (g) Unfinished business.
- (h) New business.

#### ARTICLE IV

##### BOARD OF DIRECTORS

1. Number and Qualification. The affairs of this Association shall be governed by a Board of Directors composed of a minimum of three and a maximum of five persons. Directors need not be owners of units. The following persons shall act in such capacity and shall manage the affairs of the Association until their successors are elected at the first annual meeting and have held their first meeting, to-wit:

Kenneth Weestrand  
Craig Burnham  
Larry Couture

2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, the operation and maintenance of a first class residential condominium project and the protection and defense of the same.

3. Other Powers and Duties. The Board of Directors shall be empowered and shall have the duties as follows:

(a) To administer and enforce the provisions of the Declaration and these By-laws.

(b) To establish and enforce compliance with such reasonable rules (herein called "Resident Policies") as may be necessary for the

operation, use and occupancy of this condominium project with the right to amend same from time to time. A majority of the unit owners may, either at any annual meeting or at a special meeting called for such purpose, amend existing or adopt new Resident Policies. A copy of the Resident Policies shall be delivered or mailed to each member promptly upon adoption.

(c) To keep in good order, condition and repair all of the general common elements and limited common elements, and all items of personal property, if any, used in the enjoyment of the Condominium project.

(d) To obtain and maintain such insurance as is required by applicable statutes and the Declaration and such other insurance as the Board deems necessary or advisable in the best interests of the Association members.

(e) To prepare and adopt a budget. To determine, levy, collect and enforce prompt payment of the assessments to be paid by each of the owners towards the gross expenses of the condominium project, including the costs of renting or purchasing the Recreational Area as set out in the Declaration. To levy and collect, in advance or after incurred, at any time and from time to time, special assessments whenever in the opinion of the Board it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All assessments for actual or estimated expenses shall be in itemized statement form, shall set forth in detail the various expenses for which the assessments are being made and shall be mailed to the registered mailing address of the owner or delivered to the owner's unit once each month or at such other times as the Board determines is necessary or desirable, and shall be due on the date or dates stated in the notice or on the first day of the following month if no dates are stated.

(f) To borrow funds but only when so authorized by unanimous authority of all of the unit owners, and when so authorized to authorize

the officers of this Association to execute all such instruments evidencing such indebtedness as is expressly authorized. Any such authorized indebtedness shall be the several obligation of all of the unit owners only in the same proportion as their interest in the general common elements.

(g) To authorize the officers of this Association to enter into contracts and leases.

(h) To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.

(i) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the owners.

(j) To prepare and deliver at least annually to each owner a statement showing all receipts, expenses or disbursements since the last such statement.

4. Manager. The Board of Directors may employ a Manager at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in paragraph 3 of this Article, and those of the Secretary and Treasurer set out in Article V.

5. Election and Term of Office. At the first annual meeting of the Association the term of office of the Directors then elected shall be staggered so that the terms of one-third of the Directors expires annually. At the expiration of the initial term of office of each Director elected at the first annual meeting, his successor shall be elected to serve a term of three years. The Directors shall hold office until their successors have been elected and have held their first meeting.

6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even



though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. Such successor shall serve only for the then unexpired term of the Director whose vacancy is being filled.

7. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority vote of the owners, and a successor may then and there be elected to fill the vacancy thus created for the unexpired term of the removed Director. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

8. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

9. Regular Meeting. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least four such meetings shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph; at least three days prior to the day named for such meeting.

10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days' notice to each Director, given personally, or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two Directors.

11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

12. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

13. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

## ARTICLE V

### OFFICERS

1. Designation. The officers of the Association shall be a President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors.

2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either

with or without cause, and his successor elected, at any regular meeting of the Board of Directors, or any special meeting of the Board called for such purpose.

4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint Committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

5. Secretary. The Secretary shall keep all the minutes of the meeting of the Board of Directors and of meetings of the Association; shall keep such books and papers as the Board of Directors may direct; and shall perform all the duties incident to the office of Secretary.

The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and of holders of first mortgages on the units, and their registered mailing addresses. Such list shall also show the number of the apartment unit owned by such member. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

6. Treasurer. The Treasurer shall keep the financial records and books of account of the Association and be responsible for deposit of Association funds.

#### ARTICLE VI

##### INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify every Director and officer, his heirs, executors and administrators, against all loss, cost and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of

his being or having been a Director or officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses; provided, however, that nothing in this Article VI contained shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit, who is or has been a Director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration as a member or owner of a condominium unit covered thereby.

#### ARTICLE VII

##### AMENDMENTS

These By-Laws may be amended by the Association at a duly called annual meeting, or at any duly called special meeting called for such purpose, and shall be amended only in the same manner as the Declaration may be amended as set out in paragraph 20 thereof.

#### ARTICLE VIII

##### EVIDENCE OF OWNERSHIP, MAILING ADDRESS AND REQUIRED PROXIES

1. Proof of Ownership. Any person on becoming an owner of a condominium unit shall furnish to the Manager or Board of Directors, for the records of the Association, a photocopy or a certified copy of the instrument vesting that person with an interest or ownership.

2. Mailing Address. For purposes hereof, the registered mailing address of each owner and member shall be the address of his unit in the Condominium Project unless written notification of some other address is given to the Secretary, but all owners of a unit shall have only one registered mailing address. Any notice of a registered mailing address other than that of the unit shall be in written form and signed by all of the owners of the condominium unit or by such person as is authorized by law to represent the interests of all owners thereof.

3. Required Proxies. If a proxy is not required to be given to the vendor of a unit pursuant to the terms of a contract for deed or other instrument evidencing the sale of a unit, and if title to a condominium unit is held by more than one person or by a firm, corporation, partnership, association, or other legal entity, or any combination thereof, such owners shall execute and file as herein required a proxy appointing and authorizing one person or alternate persons to attend all annual and special meetings of members and thereat to cast whatever vote the owner themselves might cast if personally present.

#### ARTICLE IX

#### COMPLIANCE

These By-Laws are set forth to comply with the requirements of the State of Minnesota Apartment Ownership Act. If any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will control.

AMENDMENT NUMBER ONE  
TO CONDOMINIUM BYLAWS  
FOR VALHALLA ONE ASSOCIATION

375002  
The undersigned, being the owner of 80% or more of the total percentage of undivided interests in the general common elements of the condominium project created by the Condominium Declaration for Valhalla and recorded in the office of the Register of Deeds, Olmsted County, Minnesota, in Book T3 on Page 694 as Document No. 326771, and covering the property situated in said county described as follows:

Lot 1, Block 4, Valhalla Fourth Subdivision,  
according to the recorded plat thereof, Olmsted  
County, Minnesota,

and the holder of all recorded first mortgages covering or affecting all condominium units in said condominium project, do hereby, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree to amend said Condominium Bylaws as follows:

1. By adding to Article IV a Paragraph #14 as follows:

"The Board of Directors shall have the authority to join a Valhalla Management Association formed for the purpose of performing on behalf of this Association any or all of the duties and services listed in Paragraph #3 and Paragraph #4 including the hiring of a manager to perform any of the duties listed in Paragraph #3 and Paragraph #4. Upon joining the Valhalla Management Association, the Board shall elect from its Board one of its members to serve as a Director on the Valhalla Management Association Board. The first set of Directors of the Valhalla Management Association shall serve staggered terms so that one-third of the terms shall expire each year. The Valhalla Management Association shall be incorporated as a Minnesota non-profit corporation. The Board may withdraw from the Valhalla Management Association with or without cause if such withdrawal is first approved

375002

by a vote representing 80% of the owners at a special meeting of its owners called for such purpose. The person elected to the Valhalla Management Association Board may be removed and replaced with or without cause by a 51% vote of the owners of this Association or with or without cause by a 51% vote of the Directors of this Association or upon a majority vote of the Valhalla Management Association Board if the Director has been absent from three consecutive regularly scheduled monthly meetings of the Valhalla Management Association Board. The Valhalla Management Association Board shall have the authority to appoint to its Board as Directors for one year terms up to three persons selected by the Manager."

2. Said Bylaws, as hereby amended, shall otherwise be in full force and effect.

This instrument is exempt from State Deed Tax.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed this 11<sup>th</sup> day of May, 1976.

<u>Unit #</u>	<u>Owner</u>	<u>Mortgage Company</u>
<u>11</u>	<u>Patricia Holmes</u>	
<u>12</u>	<u>REO INC. MA</u>	
<u>13</u>	<u>REO INC. MA</u>	
<u>14</u>	<u>Gerald E Erickson</u>	
<u>15</u>	<u>REO INC. MA</u>	
<u>16</u>	<u>REO INC. MA</u>	
<u>21</u>	<u>m.e. curry MA</u>	
<u>22</u>		
<u>23</u>	<u>REO INC. MA</u>	
<u>24</u>	<u>P. Dan Whipple</u>	
<u>25</u>		

HOME FEDERAL SAVINGS AND LOAN ASSOCIATION, INC.

By: [Signature]  
Its Vice President

By: [Signature]  
George M. Libera  
Its Assistant Vice President

375002

Unit #

Owner

Mortgage Company

26

tw Rubenstein

31

R.A. Schaffer

32

33

REO INC. MA

34

Donald C. Taylor

35

Clement Michel MD.

36

OLMSTED FEDERAL SAVINGS & LOAN ASSOCIATION

By: [Signature]  
Wm. H. Spole, Jr.  
Its Executive Vice President

By: [Signature]  
Rose E. McKinney  
Its Ass't. Secretary

Owners of 80% or more of the total percentage of undivided interests in the general common elements.

Holders of 100% of the first mortgages covering or affecting these condominium units.







AMENDMENT NUMBER TWO  
TO CONDOMINIUM BYLAWS  
FOR VALHALLA ONE ASSOCIATION

370003

The undersigned, being the owner of 80% or more of more of the total percentage of undivided interests, in the general common elements of the condominium project created by the Condominium Declaration for Valhalla and recorded in the office of the Register of Deeds, Olmsted County, Minnesota, in Book T-3 on Page 694 as Document No. 326771, and covering the property situated in said county described as follows:

Lot 1, Block 4, Valhalla Fourth Subdivision,  
according to the recorded plat thereof, Olmsted  
County, Minnesota,

and the holder of all recorded first mortgages covering or affecting all condominium units in said condominium project, do hereby, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree to amend said Condominium Bylaws as follows:

1. Article IV, Paragraph #1 is amended to increase the maximum number of Directors to eleven persons.
2. By adding to Article IV, Paragraph #3 as follows:
  - (k) To furnish to a first mortgagee at his request written notification of any default by the mortgagor of such mortgaged unit which is not cured within thirty (30) days.
  - (l) The Board shall not have the right by act or omission to seek to abandon, partition, subdivide, encumber, sell or transfer the common elements unless at least 75% of the first mortgagees (based upon one vote for each first mortgage owned) of condominium units have given their prior written approval. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause.

375003

- (m) To allow first mortgagees to examine the books and records of the Condominium Owners Association or the condominium project.
- (n) To establish an adequate reserve fund for replacement of the common elements which fund must be funded by regular monthly payments.
- (o) To furnish to the Federal Home Loan Mortgage Corp. a notice (c/o a first mortgagee at first mortgagee's address) in writing of any loss to or taking of, the common elements of the condominium project if such loss or taking exceeds \$10,000.

3. Said Bylaws, as hereby amended, shall otherwise be in full force and effect.  
 This instrument is exempt from State Deed Tax.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed this 11 day of May, 1976.

<u>Unit #</u>	<u>Owner</u>
<u>11</u>	<u>Patricia Holman</u>
<u>12</u>	<u>REO Inc NY</u>
<u>13</u>	<u>REO Inc NY</u>
<u>14</u>	<u>Gerald Erickson</u>
<u>15</u>	<u>Reo Inc NY</u>
<u>16</u>	<u>Reo Inc NY</u>
<u>21</u>	<u>m. c. curry md.</u>
<u>22</u>	
<u>23</u>	<u>REO Inc NY</u>
<u>24</u>	<u>P. P. Whipple Key</u>
<u>25</u>	
<u>26</u>	
<u>31</u>	<u>Teuberstein</u>

Mortgage Company  
 HOME FEDERAL SAVINGS & LOAN ASSOCIATION  
 By: [Signature]  
 Its Vice President  
 By: [Signature]  
 Its Assistant Vice President  
 George M. Rivera

500175

Unit #

Owner

Mortgage Co.

32

R. A. Shaffer

33

REC. INC. MA

34

~~Handwritten signature~~  
Clement Michel MD.

35

36

OLMSTED FEDERAL SAVINGS & LOAN ASSOCIATION

By: Wm. H. Siple  
Its Executive Vice President

By: Rose E. McKinney  
Its Ass't. Secretary

Owners of 80% or more of the total percentage of undivided interests in the general common elements.

Holders of 100% of the first mortgages covering or affecting these condominium units.





375003

PROOFED  
GRANTOR  
GRANTEE  
TRACKED  
PAID  
CHG. ✓

REGISTER OF DEEDS OFFICE } ss.  
Olmsted County, Minn.  
I hereby certify that the within instrument  
was filed in this office for record on

MAY 21 1976

at 10:13 A on page 280  
Book B-4 of 1976  
By *Henry H. Gering* Register of Deeds  
*Charles M. Bahr* Deputy