

Valhalla Park Condominiums

Resident Policies



Valhalla Management Association
342 Elton Hills Drive NW
Rochester, MN 55901-2417

RESIDENT POLICIES

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ARTICLE I

GENERAL RESIDENT POLICIES

- 1.1 Unit owners and Occupants are responsible for all actions of themselves, their families, tenants, and guests anywhere on Valhalla Park Condominium Property. Hereinafter the word "Property" shall mean Valhalla Park Condominium Property.
- 1.2 No person shall acquire or keep a dog, cat or another animal of any nature except pet fish on the Property. This policy also applies to pets belonging to visitors. An exception would be for service or companion animals.
- 1.3 Non-Resident Unit Owners, their families, and guests may not use any recreational amenities on the Property unless they are a Director representing an association.
- 1.4 Security is very important to our residents. Do not allow uninvited solicitors or strangers to enter the buildings. Never let strangers follow you into the building. Encourage them to use the security phone or intercom system to contact the person they wish to visit. Security is everyone's concern and responsibility.
- 1.5 No person shall interfere with or adjust any common systems or common systems controls such as heating, lighting, garage door equipment, timers, fixtures, thermostats and/or the like unless authorized by the Master Board of Directors.
- 1.6 Antennae for radio, TV, CB or other electronic devices shall not be installed on the outside of any structure on the Property, or in or on Common Areas or Limited Common Areas, unless authorized by the Master Board of Directors.
- 1.7 No person shall permit anything to be done or kept in a Unit or in the Limited Common Areas which will result in a cancellation or increase in the cost of insurance on the Property or the contents thereof, or which would be in violation of any law, ordinance or governmental regulation. (Examples of what increases insurance: storage of explosives or highly flammable materials, grilling on balconies or patios, certain auto repairs.)
- 1.8 No person shall alter, impair or remove any item from the Common Areas without the prior written consent of the Master Board of Directors. No person shall install room deodorizers of any sort in the common areas (including hallways and stairwells).
- 1.9 No person shall paint, stain or otherwise change the color appearance of any exterior door to a Unit, or another exterior building surface without the prior written consent of the Building Board of Directors.
- 1.10 Loud noises or other activities that disturb Owners and/or Occupants are prohibited, except that remodeling in Units is permitted from 8 a.m. to 8 p.m. weekdays and Saturdays. Violation of the Rochester noise ordinance will result in complaints channeled to the law enforcement center.

GENERAL RESIDENT POLICIES (cont.)

- 1.11 The Association shall have no responsibility for personal property left or lost on the Property.
- 1.12 Smoking is prohibited at all times in all building entrance areas, lobbies, stairways, hallways, elevators, laundry rooms, storage locker rooms, common garage areas, the exercise room, the indoor pool, saunas, public dressing areas and toilets, and the party room. Additional policies in individual buildings may apply.
- 1.13 Rollerblading and/or skateboarding are not permitted in the Common Areas of the Property. Common Areas include hallways, sidewalks, parking lots, stairways, driveways and the underground garages.
- 1.14 There is a \$35.00 charge for letting a resident into his/her Unit before or after office hours. Valhalla Management Office hours are Monday – Friday, 8:00 a.m. to 5:00 p.m., closed Saturday, Sunday and holidays.
- 1.15 Association fees are due on or before the 1st of each month. When association fees have not been received by the 10th day of the month, a late fee will automatically be debited on the owner's ledger. On the next business day, a letter (or email) will go out to the property owner notifying them of the non-payment and late fee charge. A hearing before the Valhalla Executive Committee is the only avenue to waive or forgive any part of this process including fees or penalties.

Late Fees

Monthly or Special Assessment	\$50
All other charges by Management	\$50
Garage.....	8% of the rent amount

If no payment is received 31 days after payment is due, a Second Notice of non-payment will be sent. If no payment is received 31 days after the Second Notice a Third and Final letter will be sent with a promise of a lien filing in 31 days if an arrangement for payment is not made. If no payment is received after the due date in the Third and Final letter Management will refer the account to the Association's attorney for legal action. Once an account is turned over to the Association's legal counsel, Management will refer any and all communication and correspondence from an owner directly to the attorney. In the event an owner defaults on their payment obligations, the owner is responsible to pay all costs and expenses of collection, including but not limited to, reasonable attorneys' fees and expenses.

- 1.16 Effective September 1st, 2023. The Valhalla Master Board has approved a buy in fee, all new owners buying a condo in Valhalla will be charged a flat \$500 fee.
- 1.17 There shall be no soliciting on the Property.

Revised 8.2023

Valhalla Management Association Resident

ARTICLE II USE OF UNITS

Since the residents of a condominium community live in close proximity to one another, it is essential that activities within individual Residential Units reflect a respect for the rights of neighbors to enjoy a peaceful, safe and attractive home.

- 2.1 The Units shall be used and occupied solely for residential purposes and Unit Owners must abide by the State Housing Code as defined in Section 34: 28-36 for occupancy.
- 2.2 Unit Owners and/or Occupants are responsible for keeping their respective Units in a good state of repair and cleanliness, in compliance with all governmental laws, ordinances, codes and regulations relating to residential dwellings. A fine of One Hundred Dollars (\$100.00) will be assessed against a Unit Owner and/or Occupant for keeping a grill on a balcony or patio on the Property.
- 2.3 Water closets, sinks, garbage disposals and bathtubs are to be used only for their intended domestic purposes, and any damage resulting from misuse shall be the responsibility of the Unit Owner in whose Unit they are located.
- 2.4 For multiple reasons that compromise the integrity of our buildings and balconies or patios, the installation of a hot tub, Jacuzzi or other water recreation device is prohibited anywhere on the Property.
- 2.5 No identification or signs may be displayed anywhere in the Common Areas, or in a Unit such that they are visible outside the Unit, except as authorized by the Building Board of Directors.
- 2.6 The color, style or hardware on any exterior Unit door or window, including sliding glass doors, may not be changed, except as authorized by the Building Board of Directors.
- 2.7 The Association is responsible for the maintenance, repair, and replacement of Common Areas. However, the Association may charge the Unit Owner for the reasonable cost of repair and replacement if the repair or replacement is necessitated by the act or neglect of the Owner and/or Occupant, or their families or guests. Maintenance and repair of exterior doors and windows of each Unit shall be done only by, or under the supervision of, the Association. The cost of such maintenance and repair necessitated by the act or neglect of the Owner and/or Occupant, or their families or guests, shall be charged back to the Unit Owner.
- 2.8 Exterior window or patio door covering material other than drapes, shades or blinds is prohibited; except for the first 60 days of occupancy of the Unit by a new Unit Owner and/or Occupant, during which a different material may be temporarily used.

USE OF UNITS (cont.)

- 2.9 All windows, including storm windows and exterior doors, should be kept closed when necessary to avoid storm or water damage, frozen pipes, and unnecessary energy loss. Owners are liable for damage to the Common Area and other Units resulting from open windows or doors in their Unit. Windows and balconies are not to be use for unit access of any kind.
- 2.10 All electrical equipment and appliances used in a Unit must comply with the rules and regulations of Underwriters Laboratories as to fire protection, and with the regulations of all public authorities. Under no circumstances are kerosene or other types of non-electric space heaters permitted in any Unit.
- 2.11 Unit owners can install appropriately cushioned float type flooring with the understanding that all unit owners are responsible for noise abatement should complaints arise. This applies to current and all future occupants and owners of the Unit.
- 2.12 Access to building roofs of the Property is prohibited except when accompanied by a member of Valhalla Maintenance staff.
- 2.13 Combustible or explosive substances may not be stored within any Unit. Common household substances that are flammable should be stored in approved containers and under proper conditions.
- 2.14 Musical instruments, radios, televisions, tape recorders, CD players or the like shall not be played in a manner that disturbs other residents.
- 2.15 Residents are responsible for the actions of people they admit to the building.
- 2.16 Reimbursements to an owner or contractor for work done within a unit at Valhalla must first be approved, in writing by the General Manager, prior to work beginning.
- 2.17 Lockboxes are to be used for units in the process of selling only. Sale of units must be listed in a public domain. The lockboxes must be labeled and placed on the outside front railing of the building's entrance.

Revised 8.2020

ARTICLE III COMMON AREAS

The functional and aesthetic longevity of Common Areas, facilities and amenities are dependents on orderly and responsible use. Careful use of these areas will ensure the general safety of the residents.

- 3.1 Stairways and hallways shall be used only for entrance and exit to and from Units and may not be obstructed by the storage of personal property or otherwise. Hallways must be kept free of all items such as overshoes, toys, rugs, boxes, shopping carts, etc. Fire doors and Unit doors are to be kept closed. Organized gatherings, playing or loitering in Common Area hallways is not permitted.
- 3.2 Damaging or misusing the Common Areas is prohibited. For example, the following acts are prohibited: littering, damage to plants and turf (including unauthorized pruning), removal of tables from picnic areas, damaging tables, grills or other equipment, obstructing sidewalks, erecting tents, sheds or other structures, use of off-road vehicles, placement of graffiti and erection of unauthorized signs.
- 3.3 No bird or animal feeders shall be placed anywhere on the Property without prior written authorization from the individual Building Board of Directors where the Owner and/or Occupant resides.
- 3.4 Picnic tables and grills located in the recreation area shall be used on a "first come, first served" basis. No person shall barbecue, smoke or grill anywhere else on the Property of Valhalla Park Condominiums using a gas, charcoal, or electric grill or cooker of any kind.
- 3.5 Potted plants equipped with a water catching reservoir may be placed in individual Unit patio areas and porches. However, there will be no "in the ground" planting or sod or grass removal done by residents on Common Area grounds without prior approval from the individual Building Board of Directors where that resident resides. When and if approval is granted, the approved plantings (1) must be for beautification purposes, (2) cannot exceed 24 inches in height at maturity, (3) will include no climbing vines that could attach to building exterior and (4) must lie within 3 feet (36 inches) of building exterior.
- 3.6 Security doors shall not be blocked in any open position, except when supervised or attended during the making of deliveries or moving household goods into or out of any building.
- 3.7 No person shall alter any name displays, directories or bulletin boards located in any lobby or entrance area, and no person shall post or display any name or sign on any bulletin board or elsewhere in any entrance or lobby area, except as authorized by the Building Board of Directors.
- 3.8 No person shall tamper with or damage the security phones located at entrances.

COMMON AREAS (cont.)

- 3.9 No person shall extend an electric cord or cable from any Unit into or through indoor or outdoor Common Areas.
- 3.10 No person shall adhere, tape, tack, nail or otherwise affix or erect any decoration, poster or sign in any Common Area, including the exterior surface of any Unit door; except that decorations may be attached to Unit doors with an approved fastener available at the Valhalla Management Office. The cost to repair any damage to a door surface attributed to a mounted decoration shall be paid by the respective Unit Owner.
- 3.11 All personal property in the Owner's and/or Occupant's Unit or in any other part of the building or elsewhere on the Property, including motor vehicles, boats, bicycles, etc., shall be at the risk of the Owner and/or Occupant owning such property.

ARTICLE IV

PARTY ROOM

The party room in the recreation building of Valhalla Park Condominiums is available for rent by Valhalla Unit Owners and/or Occupants for a charge established by the Master Board of Directors. The party room enables residents to accommodate groups and guests outside the limited space of their Residential Units. Users should accord the same respect for the facility and furnishings that normally is extended in a home.

- 4.1 The party room is available for rent from 10:00 a.m. to 1:00 a.m. The person reserving the facility must be present during the scheduled function. The swimming pools, exercise areas, showers, and saunas are not to be used by party guests.
- 4.2 Party room reservations must be made by contacting the Valhalla Management Office with information on the date and time of the function. At least 48 hours before the scheduled date of the party, an established rental rate fee/deposit must be paid along with signing a "Valhalla Party Room Agreement".
- 4.3 Occupancy in the party room shall be limited to no more than 35 persons at any given time. Parking is limited to two (2) vehicles in the Valhalla Management Office parking area. All other vehicles without a valid Valhalla Parking Sticker must park on the street during restricted hours. (Restricted Hours are 5:00 p.m. to 7:00 a.m.)

ARTICLE V

EXERCISE ROOM, SAUNAS, AND PUBLIC TOILETS

The Exercise Room, Saunas, Public Toilets, and all equipment therein (collectively the "Facilities") are provided for the exercise and enjoyment of residents. The Facilities are not supervised and have limited capacity.

The Association recommends that Residents and their guests consult with a physician before using the Facilities. Residents and their guests are responsible for consulting with a physician to determine if any of these medical conditions exist and if so, whether the use of the Facilities poses a direct threat to the health or safety of themselves or others. Residents and their guests shall not use the Facilities if doing so would pose a direct threat to the health or safety of themselves or others.

The use of the Facilities carries an inherent risk of injury. To protect the health and safety of all users, all persons using any of the Facilities must be knowledgeable on their proper use and physically able to properly use the same. To further protect the health and safety of all users, any resident or guest who is not fully knowledgeable on the proper use of the Facilities must be supervised by a person who is knowledgeable and able to help in the event of an emergency

Residents and their guests must use the equipment only in the manner intended by the manufacturer. Please follow all instructions and posted signs carefully. If you believe a piece of equipment is malfunctioning, please notify the Association and/or its management company immediately.

The Association assumes no responsibility for personal injuries or property damage. Residents and their guests shall hold the Association harmless and indemnify the Association, its agents, officers, management company representatives, and other Residents and their guests against loss, claims, or liability of any kind.

For the health, safety, and welfare of the residents as well as the equipment in the Facilities, it is necessary that residents and their authorized guests follow these rules and are courteous and cooperative when using the Facilities.

- 5.1 Smoking and eating are prohibited.
- 5.2 Alcoholic beverages are prohibited.
- 5.3 Removal of equipment is prohibited.
- 5.4 The exercise room and sauna shall only be used for their intended use (for example, no exercise is allowed in the sauna).

EXERCISE ROOM, SAUNAS, AND PUBLIC TOILETS (cont.)

- 5.5 When using the sauna, please use a towel.
- 5.6 Litter and refuse shall be placed in the containers that are provided.

Revised 6.2018

ARTICLE VI

SWIMMING POOLS AND RECREATION AREA

The indoor and outdoor swimming pools (collectively referred to as the "Pool Area") provide residents and their authorized guests an opportunity for relaxation and active exercise.

Access to the Recreation Building and outdoor pool is by a special key identified as a 'pool/recreation' key. The key is identified with the building and unit number and only one key is issued per Unit. If a pool key is lost, there is a \$35.00 non-refundable charge to obtain a new one. Pool keys must be signed for at the Valhalla Management Office at the time of move-in and must be returned to the office at the time of departure.

The Master Board of Directors is empowered to create and enforce Rules related to the Pool Area and its use. These Rules apply to all users of the Pool Area. Any resident or guest who violates these rules will be subject to fines and may be removed from the pool.

- 6.1 The indoor pool is open 24 hours 7 days a week. The pool may be declared closed at any time or for any interval of time by management for reasons of health, safety, or maintenance.
- 6.2 The outdoor pool shall be open for use during the swimming season, on dates designated by the Master Board of Directors, between the hours of 9:00 a.m. and 9:00 p.m. The pool may be declared closed at any time or for any interval of time by management for reasons of health, safety, or maintenance. The outdoor pool must be vacated during periods of rainfall, when lightning is visible, or when thunder is audible.
- 6.3 The Pool Area is often unattended with no lifeguard on duty. Residents are solely responsible for the safety and well-being of themselves and their guests while in the Pool Area. The Association assumes no responsibility for personal injuries or property damage. Residents shall hold the Association harmless and indemnify the Association, its agents, officers, management company representatives, and other Residents and their guests against loss, claims, or liability of any kind. **Inappropriate behavior by a resident or guest is grounds for immediate dismissal from the pool area.**
- 6.4 Lifesaving equipment provided in the Pool Area must remain in place except when in use for an emergency.
- 6.5 Residents and guests who have not passed and retained the skills from an American Red Cross-certified Intermediate Swimmers course or equivalent, or whose skills have not been otherwise approved by Management shall not be allowed in the pools unless accompanied by a responsible person capable of assisting in the event of injury or incapacity.

SWIMMING POOLS AND RECREATION AREA (cont.)

- 6.6 Swimming suits are considered proper Pool attire. Street clothes are not allowed in the Pool. Any person using diapers is required to wear swim diapers while in the Pool.
- 6.7 Residents and guests must shower before entering the pools.
- 6.8 Residents and guests with an infectious or communicable disease are prohibited from using the pools. Spitting, nose blowing, or other similar behaviors are prohibited.
- 6.9 Running, jumping, and diving anywhere in the pool is strictly prohibited.
- 6.10 Residents must accompany their guests in the Pool Area at all times.
- 6.11 All garbage and recycling must be deposited in the appropriate containers prior to leaving the Pool Area.
- 6.12 No running or boisterous play is permitted in the Pool Area.
- 6.13 Loud or disruptive noises are prohibited in the Pool Area.
- 6.14 Rafts or other floating objects are prohibited in the pools, other than those provided by the Association.
- 6.15 Glassware of any kind is prohibited in the Pool Area.
- 6.16 Smoking is prohibited in the Pool Area.
- 6.17 Pets are prohibited in the Pool Area.
- 6.18 Only authorized motorized vehicles are allowed in the Pool Area.
- 6.19 Any parties and organized sporting events held in the Party Room or the area directly behind the Party Room must be approved by management.
- 6.20 Absolutely no glass allowed in the indoor or outdoor pool areas. Beverages must be in non-breakable containers.
- 6.21 Food is only allowed on the Recreational Building's deck or approved by management.
- 6.22 Any unit found climbing the pool fence will be automatically assessed a \$100 fine.

Revised 7.2020

ARTICLE VII

MOVE-IN/MOVE-OUT

- 7.1 Prior to your move-Schedule your Valhalla Orientation, this is REQUIRED.
- a. Each Owner/Agent must schedule their move at least three (3) office days in advance to reserve time for orientation, and to notify the building. If moving out, provide Management with a forwarding address.
 - i. New Owner must provide (1) Register mailing address (2) Proof of ownership (3) Name of the first mortgage holder (4) Accurate name of occupant registration. *
 - ii. During Valhalla Orientation the new resident receives (1) Copies of current resident policies, procedures, and notices. (2) keys to the Unit, security building doors, storage locker and recreational fob; if applicable. (3) 2 parking stickers
- 7.2 If keys are not turned in after the resident's Move-Out additional expense; such as rekeying the building will be the Owner's financial responsibility.
- 7.3 Times you may move.
- a. Move-in/Move-outs will be conducted between 8 am and 8 pm daily
 - b. Each Owner/Agent must schedule their moves at least three (3) office days in advance.
- 7.4 Parking
- a. Fire exits must remain clear at all times. Fire exits include but are not limited to the driveway and all stairwells.
 - b. As certain areas must be kept free of parked vehicles it is essential that the arrival time for the move is confirmed with Management.
 - c. Any fees or tickets imposed are the responsibility of the Owner.
- 7.5 Building
- a. The Owner is responsible for all costs for repairs necessitated by the move and shall notify Management regarding any damage incurred.
 - b. Nothing is to be pushed or dragged on the carpet. Special care should be taken not to mar the walls.
 - c. Moving equipment with rollers is permissible.
 - d. Monitor the security doors whenever these doors are open. A responsible adult must monitor doors to prevent unauthorized access to the building.

MOVE-IN/MOVE-OUT (cont.)

- e. Clean up of any debris inside and outside of the building. Vacuum and/or sweeping up moving debris must be done at the end of each moving day prior to 8 pm.
- f. Residents are prohibited from placing any items within eighteen inches of any sprinkler heads or light fixtures within the Association.

7.6 After Moving In

- a. Boxes and packing materials must be cleared. Buildings 1-11 are asked to use the garbage enclosures closest to their building.

Revised 8.2018

* Proof of ownership (as printed in Article VIII number 1 of Valhalla Declaration and By-Laws)
"Any person on becoming an owner of a condominium Unit shall furnish to the Manager or Master Board of Directors, for the records of the Association, a photocopy or certified copy of the instrument vesting that person with an interest of ownership."

ARTICLE VIII

POLICY ON SERVICE OR COMPANION ANIMALS

Although Valhalla has a long-standing "no pet" policy, Valhalla management recognizes that under certain circumstances, state and federal law may allow people with qualifying disabilities to have service or companion animals for appropriate purposes as a reasonable accommodation.

Valhalla requires verification from an appropriate health care provider that there is a disability and the need for a service or companion animal as a reasonable accommodation. Valhalla management will require annual written verification of the need on January 1st of each year. Visitor companion animals are not allowed.

People who have service or companion animals as a reasonable accommodation at Valhalla will be required to care for and control the animal at all times and to comply with reasonable rules related to animal ownership including such things as the following:

- 8.1 Comply with all municipal animal control and noise ordinances.
- 8.2 Immediately pick up all waste deposits.
- 8.3 The animal must be kept in the owner's Unit. The animal must be on a leash and under the control of the owner while in common areas of the buildings and on the grounds.
- 8.4 The owner will be required to pay for any damage to carpeting or other building components resulting from the animal's activity.
- 8.5 The owner will be required to obtain and show proof of liability insurance to cover property damage or injuries to others caused by their animal.
- 8.6 Notice of issues of non-compliance will be addressed in writing via letters of warning. Potential financial penalties may apply similarly to those of other standing resident policies.

Revised 4.2018

ARTICLE IX

COMPLAINT AND ENFORCEMENT PROCEDURES

It has occasionally been necessary for the Master Board of Directors to deal with situations where voluntary compliance is not achieved. The policy outlined below is an attempt to formalize the handling of violations of the Resident Policies. Members of the Master Board are under no special obligation to arbitrate disputes between neighbors, except in the cases where their authority is required to obtain compliance with the Association rules. Complaints may be initiated by the Association or by an individual. Before submitting a complaint, the complaining party should first attempt to obtain voluntary compliance by talking to the offender.

9.1 Complaint procedure.

- a. The complaint from the owner of the Unit is given to the Valhalla Office.
 1. Complaint can be in written/email.
 2. Complaint is kept confidential.
- b. Verification of complaint
 1. Residents may provide audio/photo/video.
 2. Management verification, i.e., visual inspection.
 3. Reports from more than one owner are required.
- c. After verification
 1. The owner/landlord is called by Valhalla Management outlining the complaint and/or violation.
 2. A courtesy/warning letter is mailed via post office to the owner/landlord outlining the complaint, and a conversation is held.
 3. Copy of the letter is emailed to the Association's President.
- d. On the second formal complaint, the offending owner/landlord is invited to an executive committee meeting where a violation hearing is held. The offender is urged to attend and represent themselves.
 1. If the hearing invite is within 7 business days of the Executive Committee/Master Board meeting, the hearing will be added to the next month's hearings.
- e. Following the Executive Committee's hearing, their recommendation is heard and voted on by the Valhalla Master Board, determining if fines are levied against their Unit.

9.2 Hearing Procedure. Any violation of the Governing Documents or the Resident Policies (except delinquent dues and late charges) and for which fines may be imposed will be subject to the following hearing procedures.

COMPLAINT AND ENFORCEMENT PROCEDURES (cont.)

- a. Upon receipt of a written complaint, the offending Unit Owner and/or Occupant, when applicable, will be notified of the violation. The Unit Owner and/or Occupant will have the right to a hearing by the Master Board of Directors.
 - b. At the hearing, the offending person or persons will be provided an opportunity to be heard and to present evidence. Following the hearing, the Master Board will determine appropriate and reasonable action. The Master Board's decision is final and binding. If the Unit Owner does not request or attend the hearing, the Master Board will enforce the Resident Policies based on the information available.
- 9.3 Fines. If the previous efforts have not resulted in full compliance after some time, then a series of financial fines will be implemented on a sequential basis. This series of potential fines will be presented in writing to the offending Unit Owner and/or Occupant.
- a. The initial fine may be up to \$250.00 for the first episode of non-compliance.
 - b. In the event of continued non-compliance for the same issue(s), a subsequent hearing will result in a fine of up to \$500.00.
 - c. If non-compliance continues, fines may be increased at the rate of up to \$250.00 per occurrence following a separate hearing.

It is the prerogative of the Master Board to set fines that are reasonable and appropriate.

Unpaid fines are liens upon a condominium unit in the same manner as unpaid monthly dues and assessments and are subject to foreclosure actions against the Unit for collections as authorized by Minnesota law.

ARTICLE X ADMINISTRATION

- 10.1 The power and authority of the Association are vested in the Master Board of Directors unless expressly provided to the contrary in the Governing Documents. All references to the Association mean the Association acting through the Master Board of Directors.
- 10.2 All applications for approval or complaints regarding the operation of the Property must be made in writing to the Master Board of Directors or its designated representative. The Master Board will regularly and uniformly process applications and complaints.
- 10.3 The Master Board of Directors has authority to enforce these Resident Policies as provided in the Declaration.
- 10.4 Waivers of the provisions of these Rules and Regulations may be granted by the Master Board of Directors for good cause shown if, the judgment of the Master Board of Directors, such waiver will not interfere with the rights of other Unit Owners or Occupants or violate any provision of the Governing Documents. Waivers will not be granted unless an emergency or highly extenuating circumstances exist. The Master Board cannot grant waivers of specific requirements contained in the Declaration, Articles of Incorporation or By-Laws.
- 10.5 The Master Board of Directors has the authority to amend these Resident Policies and make such other Rules and Regulations from time to time as may be deemed necessary for the operation, use and maintenance of the Property, and for securing the comfort and safety of all the Unit Owners and Occupants.

Adopted 8.2002
Revised 7.2003
Revised 10.2003
Revised 11.2011
Revised 2.2013
Revised 20.2015
Revised 3.2015
Revised 7.2015
Revised 2.2017

ARTICLE XI

RENTAL RESTRICTIONS

Valhalla Management has no authority to either enforce rules or to levy fines directly on Tenants of rental properties, as this is the responsibility of the Owner.

11.1 The following definitions are provided for use with this article and any related materials.

- a. Agent means another person or company that is not the owner and is responsible for managing the renting of the Unit.
- b. Landlord means the owner of the Unit that is renting their Unit to a tenant.
- c. Tenant means a non-owner resident of the Unit.
- d. Renting means any situation where Rochester City Ordinances require Rental Unit Registration.

11.2 Landlord is required to provide the following to Valhalla Management prior to renting their Unit:

- a. Signed Valhalla Landlord Orientation Acknowledgment Form.
- b. Copy of current Housing Registration (rental) Certificate, or proof of application, which must be maintained throughout rental of the Unit.
- c. Copy of the signed lease with a minimum term of 30 days.
- d. Copy of the signed lead-based paint disclosure for units in buildings 1-10.
- e. Copy of the signed Crime Free Lease Addendum.
- f. Copy of the tenant's photo ID for each tenant 18 years of age or older.
- g. Signed Valhalla Management Landlord/Agent Acknowledgment Form.
- h. Signed Valhalla Orientation Rental – Intake Form.

11.3 All key transactions must be with Valhalla Management. Direct key distribution between Landlord/Agent and Tenant is not allowed. Valhalla Management will only distribute keys to Tenants when all elements within section 11.2 have been completed.

11.4 All complaints and maintenance requests, except for problems identified by Valhalla Management as Emergencies, must be submitted by the Landlord or Agent. The Tenant must report Emergencies immediately, directly to Valhalla Management or resulting damage from not reporting the Emergency in a timely manner, becomes the responsibility of the Owner. Landlords may give written prior approval to the office for all future maintenance requests by the landlord's tenants.

11.5 Any changes in the terms of the lease or change in occupants of the Unit must be provided to Valhalla Management. The following must be provided regarding new occupants 18 years of age or older:

- a. Copy of the tenant's photo ID.
- b. Signed Valhalla Management Landlord/Agent Acknowledgment Form.

RENTAL RESTRICTIONS (cont.)

- c. Signed Valhalla Orientation Rental – Intake Form.

Any changes in the Agent of the Owner must be provided to Valhalla Management and along with a new signed Valhalla Landlord/Agent Orientation Acknowledgment Form.

- 11.6 An invoice will be sent, and the owner's ledger will be charged \$50 after each new leased tenant has completed the required Valhalla Management Orientation.

Revised 8.2023

ARTICLE XII

REMODELING

The following rules are in addition to any requirements or restrictions set forth by the governing documents held by Olmsted County. Additionally, all windows, balcony/patios are common elements and repair, or replacement requires board approval through Management.

- 12.1 The owner and its contractors shall store construction equipment and supplies only within the Unit. Construction material is not to be stored in common areas. If stored materials are stolen, the owner is responsible.
- 12.2 The owner shall be responsible for the costs of repair for any damage done to the common elements of Valhalla's property.
- 12.3 Owners are responsible for ensuring their vendors follow Valhalla Park's hours of construction: 8AM-8PM Monday thru Saturday, and to inform their contractors of the no-smoking policies in place. Owners are responsible to ensure all common areas (i.e. stairwells, entry areas, sidewalks, etc.) are clean of trash, dirt, dust, etc., caused by their work. This shall be done by 8 pm each day.
- 12.4 Valhalla's dumpsters are not for construction refuse. All construction materials are to be removed from the *complex* by the vendor or owner- *not* placed in with the general building refuse.
- 12.5 Valhalla Management Office shall not meet, allow access to building/unit, and/or supervise vendors.
- 12.6 The vendor may cut materials in the Unit.
- 12.7 If the work to be performed requires modification to the plumbing, electrical, building envelope or structural integrity of the space, the unit owner is required to have approval from the Management prior to beginning work. Plumbing and electrical work done beyond the owner envelope will require the appropriate license. If the water needs to be shut off, the request to Management must be at least 3 days in advance.

Adopted 8.2019