

Introduction

The purpose of these Operating Policies and Procedures is to ensure that all 710 Lofts homeowners have security, safety, privacy, comfort, convenience, cleanliness and protection of their investment.

All owners, occupants and guests shall comply with all applicable laws and the Operating Policies and Procedures, and shall hold the Association and homeowners harmless from causes of action, fines, penalties and costs incurred for any violation thereof.

The Board of Directors shall make changes to the Operating Policies and Procedures from time to time, as may be deemed necessary for the safety, care and cleanliness of the property and for securing the comfort and convenience of all owners and occupants.

A BOARD OF DIRECTORS/MANAGEMENT/STAFF PERSONNEL

A1 GENERAL

1. The Governance and Management of 710 Lofts is based on The 710 Lofts Articles of Incorporation, Declaration, By-Laws and Minnesota statute.
2. The Board of Directors has the right to revise the Operating Policies and Procedures at any time. Revisions to the Operating Policies and Procedures must be consistent with and can not supersede any of the documents referenced above.

A2 ASSOCIATION BOARD OF DIRECTORS

1. It is the responsibility of the Board of Directors, among other things, to develop the policies and procedures governing the condominium's use and operation. The Board of Director's designated responsibilities are set forth in the 710 Lofts Articles of Incorporation, Declaration, By-Laws and Minnesota statute.
2. After Declarant control is transitioned from the developer to homeowners, an annual homeowners meeting will be held each year to elect members to serve on the Board of Directors.
3. The Board of Directors will meet from time to time and homeowners will be provided notice of these meetings and are welcome to attend.

A3 BUILDING MANAGEMENT

1. The Management Agent for 710 Lofts is the Gittleman Management Corporation. The Management Agent hires, trains, supervises and is responsible for all personnel.

2. The property manager for 710 Lofts is Renee Gowan and she can be reached at 952-277-2787 or at rgowan@gittleman.com.
3. In the event of an “emergency” situation that requires immediate attention, please call 952-277-2700. This is the Gittleman Management main number and a property manager is on call 24/7.

A4 OPERATING PERSONNEL

1. When 710 Lofts is completed, it is anticipated that there will be a full time office manager located in the 730 building, an on-site caretaker in both the 720 and 730 buildings and a part time person who will help maintain the 710 building.
2. The staff is not permitted to accept gifts, gratuities or compensation from homeowners or accept part-time or off-hour employment, contract work or assignments directly from homeowners.
4. Homeowners may not ask or expect staff personnel to provide personal services or accommodations that are beyond the scope of their duties or that do not benefit the Association as a whole.

B GENERAL RULES

B1 COMMON AREAS

1. No common areas may be used by anyone in such a manner that interferes with the use and enjoyment of other homeowners.
2. Homeowners and guests should wear appropriate attire at all times when in the common areas of the buildings.
3. Smoking in any of the interior common areas is strictly prohibited. This includes elevators, lobbies, corridors, stairwells and garages.
4. Boisterous or offensive activity that may be or become an annoyance to other homeowners is not permissible.
5. Entrances, garages, stairwells and corridors should not be obstructed, encumbered or defaced in any manner or used for any purpose other than entering or leaving the premises.
6. Common areas and their contents are not to be altered, damaged or removed. All common area corridors, walls, doors and stairwells are to be kept free of all personal items that rest on the floor or hang on walls and doors such as plants, umbrella stands, decorative items, etc.

7. Garbage cans, trash barrels or any type of personal property or refuse, debris and discarded items are not to be left, even temporarily, in any common area except in the designated area in the garage.
8. The following types of activities are not permitted in the common areas of the buildings:
 - a. Public auctions or non-invitational sales or estate sales. Real estate “open houses” are permitted provided that either the homeowner or agent is in the lobby at all times to escort visitors to and from a unit; and,
 - b. Publicly advertised or non-invitational parties, entertainment or events.
9. Roller blading/skating, skateboarding and ball games such as football, basketball, etc. are forbidden in both the interior and exterior common areas of the buildings.
10. All plants or trees, including Christmas trees, must be bagged when carried into or out of the building.
11. Feeding of animals including squirrels, chipmunks, rabbits, pigeons, etc., anywhere on the premises is prohibited.
12. Bird feeders are not permitted on either the common area grounds or individual balconies.

B2 VISITORS/GUESTS

1. A telephone security entry system is located in the lobby vestibule area that allows visitors to communicate directly with homeowners.
2. Homeowners and occupants are responsible for the conduct of their guests, contractors and domestic help. These Operating Policies and Procedures as well as the governing documents apply to all guests and employees of homeowners and occupants.

B3 MOVING AND DELIVERIES

1. After the initial closings/move-ins, moving will only be permitted on weekdays, between the hours 9:00 a.m. – 4:00 p.m. Moving is not permitted on Saturdays, Sundays or legal holidays
2. Homeowners moving in or moving out of the building must schedule and confirm a specific date, in advance, with management for the use of an elevator.
3. Homeowners moving furniture, substantial quantities of household goods, major appliances, carpeting and construction material into or out of the building must schedule and confirm a specific date, in advance, with Management.

4. Security doors should never be propped open and left unattended to facilitate moving or deliveries.
5. Management has the responsibility to reasonably regulate the dates, hours and routing within the building of all move-ins or move-outs.
6. Any damage incurred by the association as a result of a move-in or move-out or a delivery is the responsibility of the homeowner.
7. At this time, UPS and Fed Ex package deliveries are made to the designated package storage area located on the 2nd floor of the 710 building. This service requires residents to complete an Authorization for Package Drop Off Form. UPS and Fed Ex will notify homeowners of a package delivery by placing a notice on the resident's mailbox.

B4 GROCERY/LUGGAGE CARTS

1. Carts are provided for carrying groceries, luggage and other items to and from dwelling units. Carts should be returned to the designated storage area immediately after each use. They are not to be left in dwelling units, corridors, elevators or lobby vestibules even for brief periods of time.

B5 PETS

1. No pets shall be permitted to be kept on the property by any Owner or occupant of a residential unit except up to two domesticated animals. No kennel, doghouse or outside run shall be constructed or maintained on the Property. No pets shall be bred for a commercial purpose on the Property. Any cat or dog, whenever outside of a residential unit, must be kept under the direct control of the pet owner or another person able to control the pet. The person in charge of the pet must clean up after it.
2. Pets are not permitted in the common areas of the building except for access to and from the outside.

B6 GARBAGE AND DEBRIS

1. General:
 - a. All refuse, garbage, debris, packing materials, discarded items, etc., must be either wrapped and deposited into the compactor chute, or carried to the dumpster located in the garage;
 - b. Newspapers, cardboard, aluminum or metal cans, plastic containers, glass bottles and jars must be placed in specified containers located in the garage;
2. Compactor Chutes:
 - a. A compactor chute room is located on each floor;
 - b. All refuse deposited into the chute must be bagged and securely tied.
 - c. Liquids should not be deposited into the refuse chute;

- d. Do not attempt to deposit (or force) boxes, heavy cardboard, plants, containers or other large items into the compactor chute. These items should be carried to the dumpster located in the garage.
3. Recycling:
- a. The recycling staging area is located in the garage;
 - b. Deposit newspapers, cardboard, aluminum or metal cans, plastic containers, glass bottles and jars in the appropriate and separately labeled containers provided.
 - 1). Paper items that can be recycled are:
 - a). Newspaper
 - b). Office paper
 - c). Books
 - d). Cardboard
 - e). Computer paper
 - f). Envelopes
 - g). File folders
 - h). Magazines
 - i). Spiral notebooks
 - 2). Metals and Plastics that can be recycled are:
 - a). Aluminum cans
 - b). Glass bottles and jars (green, brown and clear)
 - c). Metal cans
 - d). Plastic beverage containers
 - c. All bottles and jars and aluminum or metal cans must be thoroughly rinsed and any loose lids must be removed before depositing into the containers.

B7 SOLICITATIONS

- 1. Solicitors and canvassers are not allowed in the building. The only exception is access to candidates for public office (see B8 Political Campaigning). Homeowners may not solicit or canvass door-to-door for any purpose.
- 2. The notice boards in the elevator and lobby are reserved for communication from the Board of Directors and Management.
- 3. Circulars, fliers or advertisements should not be placed by or under dwelling unit doors, posted in common areas or inserted into the notice boxes in the elevators and elevator garage lobbies.

B8 POLITICAL CAMPAIGNING

To ensure security while complying with Minnesota Statute, the following shall apply:

- 1. Candidates who wish access to 710 Lofts for the purpose of campaigning, must contact management and make an appointment for a specific day(s) and time(s).

2. If a homeowner is not at home, campaign material may not be left in the corridors.

B9 PERSONAL PROPERTY AND ESTATE SALES

1. Estate or moving sales are prohibited.
2. If a homeowner wants to dispose of an occasional piece of furniture or personal property, the following rules apply:
 - a. Newspaper or other advertising forms must not contain the name 710 Lofts; the homeowner's own name, the street address and telephone number are the correct directional information for the advertising.
 - b. "For sale," or other similar signs are not permitted anywhere in the common areas of the building.
 - c. Items may not be left in common areas for viewing.

B10 OPERATING EXPENSES

1. The annual assessment for common expenses is payable, in advance, in monthly installments. These installments are due on the first day of each month. Any assessment not received on or prior to the 15th day of the month will be charged a late fee (see Fees/Fines Section J).
2. When the annual operating budget is approved, the annual assessment for a unit is determined and homeowners are notified at least 30 days in advance of the beginning of a new fiscal year.
3. Special assessments may be levied and payable as determined by the Board.

B11 INSURANCE, DAMAGE TO PERSONAL PROPERTY

1. The 710 Lofts master insurance policy does not provide coverage for the following:
 - a. Personal property: Personal property includes such things as furniture, draperies, loose rugs, clothing, personal effects, jewelry, works of art, coin collections, etc.
 - b. Real property: Real property includes attached wall-to-wall items in the units, such as carpeting and all other types of floor coverings, wall coverings, light fixtures and all types of built-ins, appliances, plumbing fixtures, cabinets, millwork and window treatments.
2. The Association does not assume liability for loss or damage to personal property or real property defined above except for damage resulting from water penetration from:

- a. The roof;
 - b. An exterior wall or common element plumbing; and,
 - c. Any waste lines located within common walls of dwelling units.
3. The Association will pay up to \$100 per bona fide claim for actual loss or damage to personal property and/or real property that is a direct result of item 2 (above) water penetration. The Association will also make necessary repair of damages to walls and ceilings, not including wall covering, resulting from the above mentioned water penetration without charge to the homeowner. The Association shall not be liable for any claims per single incident, beyond payment of up to \$100 and the repair of walls and ceilings.
 4. The Association is not responsible for water damage resulting from negligence on the part of a homeowner/occupant. Examples of negligence include:
 - a. Overflow of a sink, wash basin or bath tub; and,
 - b. Leaving a window open during a rainstorm.
 5. The Association is not liable for:
 - a. Water damage resulting from malfunction or leakage of a washing machine, dishwasher, sink faucets or traps and related plumbing or leakage through tile or marble bath tub and shower stall enclosures; and,
 - b. Water damage to real property, personal property or improvements resulting from negligence or neglect.
 6. It is essential that 710 Lofts homeowners/occupants carry an individual HO-6 Condominium Unit All Risk Homeowners Policy (and Renters Policy, if applicable) in an amount sufficient to cover the value of personal property and real property. A HO-6 All Risk Policy includes liability coverage for accidents occurring within individual dwelling units.
 7. Each homeowner is liable for the expense of any maintenance, repair or replacement made necessary by his or her act, neglect or carelessness, or by any member of his or her family, guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance coverage carried by the Association. Such liability is to include any increase in fire insurance rates from use, misuse, or abandonment of any unit or its appurtenances.

B12 NOISE

1. The building(s) was designated to exceed Minneapolis standards for sound. However, it is not sound proof.
2. As a community, all residents should respect the privacy of their neighbors.
3. Excessive noise is prohibited.
4. If a noise violation occurs, residents should take the following action:

- a. Contact unit directly (person-to-person or via phone) to request the resident lower the noise;
- b. Contact management; and, if necessary,
- c. Call 911.

Quiet hours are from 10:00 p.m. to 8:00 a.m. Sunday through Thursday and from 11:00 p.m. to 9:00 a.m. Friday and Saturday.

B13 ODOR

1. Residents are advised to be sensitive to objectionable odors that may enter common spaces or other residences, such as paints, cleaning supplies and smoking.

C GARAGE/PARKING AREA/BICYCLES

C1 GARAGE ENTRANCE/EXIT AND VEHICLE OPERATION

1. The garage door can be opened with an electronic garage door opener.
2. Care should be taken to ensure that a second vehicle or person on foot does not attempt to pass through at the same time. Any suspicious activity should be reported to management and 911.
3. Vehicles should be driven at a reduced speed commensurate with apparent hazards and prevailing conditions. A maximum speed of five (5) miles per hour is considered reasonable.
4. Lights should be turned on when driving in the garage area.
5. Electronic garage door openers are available for entering and exiting the garage areas. The following applies:
 - a. A homeowner is entitled to one transmitter for each parking space;
 - b. Homeowners may order one or more transmitters according to the Fees/Fines shown in Section J. Transmitters that are ordered will be numbered and registered to particular dwelling units;
 - c. In the event that a unit is sold, the transmitter(s) shall be turned over to the purchaser;
 - d. The Association reserves the right, with or without cause, to refuse the issuance of transmitters;
 - e. Homeowners should immediately report when transmitters are lost or stolen;

C2 INTERIOR PARKING SPACES

1. Vehicles should always remain locked when in the garage.

2. Vehicles should only be parked in spaces owned or assigned to each unit. Vehicles parked in no parking zones, spaces that belong to others or in any common area will be towed from the premises.
3. Vehicles must be parked in the confines of the width and length of a parking space.
4. Except for emergency repairs, homeowners should refrain from washing or doing mechanical work of any kind within interior parking spaces.
5. Homeowners are responsible for the prompt clean up and removal of any oil, grease or automotive fluids leaked on the garage floor within assigned garage spaces.
6. Only motorized vehicles and bicycles are to be kept in the parking spaces. Storage of personal property is not permitted.

C3 BICYCLES

1. Bicycles may be stored in the common area bicycle storage rack located in the garage or in a homeowner's individual parking space. However, bicycles stored in a parking space must be on an association approved storage rack.
2. Bicycles should be locked and secured at all times when not in use.

D PRIVACY AND SECURITY

D1 PRIVACY OF HOMEOWNERS

1. The association will not release any information about a homeowner without express authorization from the homeowner.
2. Lists of homeowners' names will not be released without authorization from the Board of Directors.

D2 SECURITY DOORS

1. Two security door fobs have been issued and registered to each homeowner.
2. Periodically, garage door transmitter codes will be changed as a security measure.
3. Only a homeowner may request an additional security door fob or replacement for a lost or broken garage door transmitter. Fees will be charged for additional or replacement fobs and garage door transmitters (see Section I. Fees/Fines).

4. Management reserves the right to refuse issuance of additional or replacement fobs if it deems that any particular request is not justifiable.
5. Each homeowner is responsible for the delivery of all fob's, mail box keys and garage door transmitters to new purchasers upon the resale of a unit.

D3 SECURITY IN COMMON AREAS AND GARAGES

1. Fire doors located in the garage, stairwells and garage must never be propped open.
2. Outside doors to the building must remain closed and secured at all times. Homeowners (and guests) are urged to exercise caution to prevent strangers from passing through outside doors or the front entrance security door at the same time when the homeowner is entering or leaving the building.

D4 GENERAL SECURITY PRECAUTIONS

1. Report any suspicious activity to management and call 911.
2. Door-to-door solicitors or salesmen are not allowed in the building.
3. It is recommended that all dwelling doors, sundeck doors, parked automobiles, storage lockers and bicycles be locked at all times.
4. Use the checklist in Section E4, Maintenance of Dwelling Units by homeowner, and report to the Caretaker prior to leaving the city for an extended period of time.

E DWELLING UNITS

E1 INDIVIDUAL DWELLING UNITS

1. Dwelling units, parking spaces and all common and limited common areas are to be used for homeowner purposes only.
2. Dwelling units shall be occupied and used for private residential purposes by homeowners, their families and social guests.
3. Dwelling units may not be used for commercial purposes
4. A dwelling unit may not be used for any unlawful purpose.
5. Homeowners must keep the noise level of electronic equipment, musical instruments, appliances, etc., at reasonable levels at all times, particularly after 10 p.m. on weekdays and 11 p.m. on weekends. Residents are required to

observe quiet hours 10 p.m. – 8 a.m. Saturday through Thursday and 11 p.m. to 9 a.m. Friday through Saturday.

6. Children living with or visiting unit homeowners must behave appropriately within the dwelling units or in any of the common areas.
7. Damage to property of others and the Association, resulting from poor or neglected maintenance, misuse of toilets, drains and plumbing equipment is the responsibility of the homeowner. This includes expenses for unclogging sewer lines due to carelessness.
8. Homeowners are required to keep dwelling units, sun decks and assigned storage lockers in a reasonable state of cleanliness, and to avoid the presence of insects, mold, rodents and odors.
9. Dwelling doors should never be propped open.
10. A live Christmas tree trunk should be immersed in a stand that allows water to be added regularly to keep it fresh and prevent fires.

E2 MAINTENANCE/SERVICE TO HOMEOWNER UNITS

1. The exterior side of all windows will be washed in the spring of each year. This does not include window screens or the interior side of any windows.
2. Requests for all types of repair and maintenance services should be made directly to management.
3. Management can provide and arrange for all types of repair and maintenance services for homeowners. Charges for work and services that are not the responsibility of the Association will be billed directly to the homeowner.

E3 MAINTENANCE OF DWELLING BY HOMEOWNER

1. Routine Checks:
 - a. Immediately report any water infiltration problems, regardless of how minor;
 - b. Periodically check for any signs of water at all water sources in your unit: sinks (wet bar), toilets, clothes washer, dishwasher, dehumidifier and refrigerator (if you have an icemaker);
 - c. Check if the floor of your HVAC (Heating/Ventilating Air Conditioning) closet is damp or if water infiltration is noted from the holes around the pipes leading up into the ceiling;
 - d. Check ceiling in your bathrooms for signs of water stains or dampness;
 - e. Note any changes in the operational efficiency of your toilets. If the toilet continues to "run" after flushing, or if you hear the toilet refilling long after flushing, the fill and flush valves may need replacing. These valves

should be replaced every 4 or 5 years as routine preventative maintenance;

- f. Repair any dripping faucets and showerheads; and,
- g. A quart of water should be poured down the laundry room floor drain every few months to offset evaporation in the drain trap and prevent sewer odor backup.

E4 PREPARATION FOR AN EXTENDED ABSENCE

- 1. General:
 - a. Notify management if you are going away for an extended period of time. Leave an emergency phone number and/or address where you can be contacted if there is a problem in your unit;
 - b. Stop newspaper delivery;
 - c. Close and lock your sundeck doors (both inside and outside). Special locks can be installed on sundeck doors for a fee.

E5 HOMEOWNER/ASSOCIATION RESPONSIBILITY

<u>Item</u>	<u>Responsibility</u>
1. Appliances	
a. Oven	Homeowner
b. Refrigerator	Homeowner
c. Dishwasher	Homeowner
d. Garbage Disposal	Homeowner
e. Washer and dryer	Homeowner
2. Plumbing Fixtures	
a. Toilets	Homeowner
b. Sinks	Homeowner
c. Faucets	Homeowner
d. Bathtubs	Homeowner
e. All piping and drains from fixtures to wall	Homeowner
f. Faucet cartridges	Homeowner
g. Tub/shower	Homeowner
h. Toilet seals	Homeowner
3. Water Shut-off Valves	Homeowner
4. Heating/Cooling Unit	
a. Zone valve	Homeowner
b. Fan motor	Homeowner
c. Coil	Homeowner
d. Filters	Homeowner
e. Condensate drains	Association
f. Thermostats	Homeowner
g. Humidifier	Homeowner
h. Electrostatic filter	Homeowner
5. Slow and/or Plugged Drains (except negligence)	Association
6. Windows and Patio Doors	
a. Operation	Homeowner
b. Hardware	Homeowner
c. Thermopane Glass (broken seal)	Homeowner
d. Screens	Homeowner
e. Weather-stripping	Homeowner
f. Exterior Caulking	Association

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| g. Broken Glass (except when caused by building movement) | Homeowner |
| 7. Doors, Storage Lockers and Related Hardware and Locks | |
| a. Entry door, closer, hardware, locks and seals
(Re-keying of locks must be coordinated through the Property Manager) | Homeowner |
| b. Interior doors and related hardware and locks | Homeowner |
| c. Storage locker door and related hardware and locks | Homeowner |
| 8. Security/Fire System | |
| a. Wiring to dwelling units | Association |
| b. Smoke detectors | Homeowner |
| c. Sprinkler Heads | Association |
| 9. Telephone Wires Servicing Individual Units | Homeowner |
| 10. Light Bulbs within Dwelling Units | Homeowner |

E6 BARBECUE GRILLS

1. The City of Minneapolis prohibits the use of propane barbeques on balconies.
 - a. Barbecues that use natural gas, charcoal and electricity are permitted. Propane barbeques on ground level must be at least 15 feet from any structure.
 - b. Please try to minimize smoke, fumes and odors that may affect neighboring units.
2. Care should be taken when disposing of hot coals. They must be cold, properly bagged and securely tied before depositing into the refuse chute.

E7 BUILDING EXTERIOR

1. Changes or modifications to sundecks, exterior windows or common or limited common areas of the building are not permitted without written authorization from the Board of Directors.
2. Homeowners must not install wiring for any electrical installation, television antenna, satellite dishes, radio antenna, etc., on the exterior of the building or protruding through the walls, windows or roof of the building or operate any type of transmitting equipment.
3. "For Sale," "For Rent," "Open House," and all other types of signs, illumination, identification or advertisements are not to be placed in windows or elsewhere on the exterior of the building or in the interior or exterior common areas.

E8 REMODELING OF DWELLING UNITS

1. Homeowners may not make any additions, alterations or improvements to their dwelling units as defined below without prior written consent of the Board of Directors. Submit remodeling plans/requests to management or directly to the Board of Directors. The Board of Directors will respond in writing within 30 days from receipt of all requests.

2. The following constitutes additions, alterations or improvements to dwelling units. Work done on the:
 - a. Plumbing, except for routine repair, cleaning or replacement of faucets or plumbing fixtures of a like type and size;
 - b. Heating and ventilation systems, except for repair or replacement of equipment of a like type and size;
 - c. Security or life safety equipment located in dwelling units;
 - d. Corridor side of unit entry doors and/or surrounds and to hardware and locking devices of these doors;
 - e. Any and all type alterations, modifications or additions, the result of which could adversely affect other dwelling units that are located above, below or adjacent to a dwelling unit in which remodeling is contemplated;
 - f. Concrete floor deck or ceiling that contemplates or requires penetration into or through the surface of a dwelling unit; and,
 - g. Enclosed porches or sundecks.
3. Building Permits, Code Compliance and Homeowner Responsibility:
 - a. All City of Minneapolis permits that are required by code must be filed with management prior to the commencement of any work; and,
 - b. Homeowners are responsible for any damage to dwelling units located above, below and adjacent to dwelling unit in which remodeling is completed, and for damage to common areas and elements resulting from any remodeling or alterations.
4. Penetration of Concrete Floors & Ceilings: Penetration into or through the surface of the concrete floor deck or ceiling of a dwelling unit in any event requires approval from the Board of Directors.
5. Hours of Construction: Elevator Reservations and Removal of Construction Materials, Debris:
 - a. The elevator or stairways can be used to transport construction materials such as sheet rock, carpet, cabinets, lumber, etc., and refuse;
 - b. The elevator must be reserved with management at least 24 hours in advance on a first-come basis; however, the elevator may not be reserved for longer than one hour at a time during any consecutive three hour period. The elevator may be reserved for use on Monday through Friday, exclusive of holidays, between the hours of 9:00 a.m. and 4:00 p.m. only;
 - c. The transport of construction materials and refuse is not permitted after 4:00 p.m. on weekdays or on weekends or holidays;
 - d. Construction work in dwelling units is permitted only during the following hours:
 - (1). Monday - Friday, exclusive of holidays, between the hours of 8:00 a.m. and 5:00 p.m.
 - (2). Saturday, exclusive of holidays, between the hours of 9:00 a.m. and 1:00 p.m.

- e. Construction or remodeling projects of all types within apartment units, whether or not prior written consent by the Board is required as outlined above, must:
 - (1). Be totally complete within a 60-calendar day period from start to finish, unless an extension of this time period is requested and granted by the Board prior to commencement of work.
- 6. Clean Up, Storage and Removal of Construction Materials & Debris:
 - a. Construction materials and supplies and debris are not permitted to be stored in corridors, lobbies, elevators, garage areas or elsewhere in the common areas of the property, even if for only short intervals of time;
 - b. Homeowners or their contractors are responsible to see that the corridors, elevators, etc. are at all times kept free of debris, dirt, etc. resulting from the delivery or removal of materials and debris; and,
 - c. It is the responsibility of the homeowners or their contractors and vendors to haul construction debris, cartons, wrapping, etc. off the premises and to provide a dumpster for this purpose if needed.

E9 NON-OWNER OCCUPANCY

It is in the interest of 710 Lofts to establish reasonable procedures of identifying non-owner occupants residing at 710 Lofts Condominium and maintaining records on an on-going basis as residents move in and out of the building(s). In addition, it is imperative that the Association establish control with respect to prohibiting non-owner occupants who have had prior history of destructive behavior in an earlier residence(s); who have been convicted of a felony during the last five years for crimes of theft, breaking and entering, burglary, property vandalism, or similar crimes against property, or assault, battery, rape, criminal sexual conduct, homicide or other crimes against persons; who have persistently disrupted or breached the peace; and, who have persistently failed to meet financial obligations. Finally, it is imperative that the Association has a means of forcing the eviction and/or imposing fines and sanctions against non-owner occupants who do not abide by the Rules & Regulations or otherwise cause disturbance on the premises.

Definitions

- 1. The following shall be the definitions of words or phrases used in the Rules and Regulations:
 - a. Association: 710 Lofts.
 - b. Declaration: The Declaration of 710 Lofts.
 - c. Bylaws: The Bylaws of 710 Lofts.
 - d. Residential Condominium Unit: Any one of the dwelling units.
 - e. Non-Owner Occupied Unit: A dwelling unit occupied by a person(s) other than the owner(s). This does not include member(s) of an immediate family, roommates or a bona fide guest residing with the unit owner(s).

- f. Permitted Occupancies: Non-Owner occupancies of a Residential Condominium Unit which are not prohibited by, or in contravention of the Declaration or Bylaws, as amended from time-to-time, or this Policy.
 - g. Prohibited Occupancies: Non-Owner occupancies of a Residential Condominium Unit prohibited by or in contravention of the Declaration or Bylaws, or Rules and Regulations as amended from time to time.
 - h. Background of Residential Disruption: Any report given to the Association or its management personnel from landlords or similar persons that the subject of inquiry, in connection with his or her earlier residence(s), has been destructive, has been convicted of a felony during the last five years for crimes of theft, breaking and entering, burglary, property vandalism, or similar crimes against property; or assault, battery, rape, criminal, sexual conduct, homicide or other crimes against persons, has persistently disrupted or breached the peace or has persistently failed to meet financial obligations.
2. **Violations** – Any person who shall be a lessor, sublessor, lessee, subleases or occupant in any Prohibited Occupancy shall be fined an amount of up to \$50 per day for each day the Prohibited Occupancy continues, and/or be subject to the revocation of certain rights to common recreational facilities, and/or be subject to such other relief as is afforded by the Association Declaration or Bylaws in connection with breaches or violations of the Association's Rules and Regulations, or of the Declaration, or Bylaws, including injunctive relief, termination of the lease, and eviction of the tenant or sub tenant.
3. **Permitted Occupancies** – Any Permitted Occupancy shall be only pursuant to a written lease or addendum to lease signed by the lessor or sub-lessor and tenant or sub-tenant which meet the following items.
- a. Lease is for a minimum term of one (1) year.
 - b. Lease or addendum to lease states the names and addresses of all occupants who are to occupy the Residential Condominium Unit.
 - c. Lease or addendum to lease states that the occupancy by the occupants(s) will not be in violation of any code, ordinance or law.
 - d. Lease or addendum to lease states that neither the tenant or sub-tenant, nor any of the occupant(s) have been convicted of a felony during the last five years for crimes against property, or assault, battery, rape, criminal sexual conduct, homicide or other crimes against persons.

- e. Lease or addendum to lease states the name and address of the last three residences of the tenant or sub-tenant and the stated occupants, and that none have any Background of Residential Disruption.
- f. Lease or addendum to lease states the signatories to the lease have received a copy of the Rules and Regulations in effect, are familiar with and will abide by these Rules and Regulations, and will be subject to sanctions for violation.
- g. Lease or addendum to lease states that the lease may be terminated with 30 days written notice from the lessor or the Association in the event of any violation of the Rules and Regulations.
- h. The written lease or addendum containing the statements required under E9 and a \$100 nonrefundable processing fee shall be delivered to the Association no later than ten days prior to any proposed occupancy of a Residential Condominium Unit. The Association, directly or through its Management Company, shall take those steps reasonably necessary to verify the statements and assurances set out in the lease or addendum and inform the potential lessor or sub-lessor within said ten days whether the statements and assurances have been verified as not true. In the event the Association fails to so report, the proposed occupancy shall be regarded as approved.
- i. For purpose of the Rules and Regulations, the failure to deliver the written lease shall be treated as if the required statements were verified as untrue.
- j. In the event any occupancy has commenced as a Permitted Occupancy, it may become a Prohibited Occupancy subject to the provisions hereof at such time as:
 - 1) The Management Company finds that any of said statements or assurances has become untrue or has been breached,
 - 2) The Management Company has notified the lessor (or sub-lessor) and occupant that the Management Company will seek a determination of violations and sanctions pursuant to the Association's Rules and Regulations,
 - 3) Such a determination has been made and the Association determines that the circumstances are such that the termination of the occupancy is the appropriate sanction; and,
 - 4) The lessor (or sub-lessor) has failed to take those steps necessary to lawfully terminate the occupancy.

4. **Discrimination** – The Association shall prepare an addendum form to be used where a lessor or sublessor wishes not to utilize a written lease to comply with the rules. Such form shall elicit only that information reasonably calculated to provide the statements and assurances set out above and shall not seek any information relative to the age, race, gender sexual orientation, religious preference or other characteristics that discriminate against which would be unlawful. Neither the Association nor its Management Company shall attempt to seek such information through requirements of personal interviews or other means, it being the intent of these rules that any decision of the Association or its Management Company relative to regulating occupancies pursuant to the Rules and Regulations shall be entirely insensitive to such information.
5. **Prohibited Occupancies** – Without limiting the generalities of the uses prohibited by the Declaration, Bylaws or these Rules and Regulations, the Association provides the following guideline in connection with the interpretation of the Declaration relative to short-term occupancies prohibited thereby:
 - a. Any letting or permitting the use of any Residential Condominium Unit for a period less than one (1) year, except where such use is attendant to a bona fide familial relationship without consideration, or letting or permitting the use of any Residential Unit for transient or hotel purposes, is a Prohibited Occupancy.
 - b. The owners of the respective condominium unit shall not lease less than the entire unit. Any lease agreement shall be required to be in writing and to provide that the terms of the lease shall be subject in all respects to the provisions of the Rules and Regulations, and that any failure by the tenant to comply with the terms of the Rules and Regulations shall be a default under the lease.
6. **Certificate of Occupancy** – Any owner of a Residential Condominium Unit which is non-owner occupied and which is occupied without compliance with the Rules and Regulations (either because the Rules and Regulations were not effective as of the time such occupancy commenced or because these Rules and Regulations have not been abided by), shall within 30 days from the earlier of the effective date of the Rules and Regulations or the commencement of the occupancy, file with the Association a written document certifying the full names of any and all non-owner occupant(s) of such Residential Condominium Unit. The failure to so file such a certificate shall render any such occupancy after the running of the 30 days a Prohibited Occupancy.

E10 COMMERCIAL USE OF DWELLING UNIT

1. The units at 710 Lofts may not be used for commercial purposes. A commercial purpose is defined as follows:
 - a. An owner of any living unit receives or ships out an inordinate quantity of material, supplies, etc., particularly when material is shipped or received under a firm name with a address or when a homeowner lists or uses as his or her business address;

- b. The owner has an employee(s) who comes to a living unit on a regular or part time basis and performs services or does any type of work other than domestic or health care services and receives cash or other compensation, and does not reside within the living unit; or,
- c. A homeowner has customers or clients coming to a living unit for commercial or professional purposes, either on an occasional or regular basis. An exception would be individual tutoring, provided it does not disturb or interfere with other homeowners.

E11 EMERGENCY ENTRY OF HOMEOWNER UNITS

1. The Condominium By-Laws require that homeowners allow immediate entry to their dwelling units by Management or other persons authorized by the Board of Directors in emergency situations.
2. A master locking system is maintained by the association to insure access to dwelling units in event of an emergency when homeowners are not at home or when their personal well being or safety is threatened
3. The master key will be used for no other purpose than an emergency entry.
4. Examples of emergency situations that require immediate entry are:
 - a. Broken water or sewer pipe, or strong suspicion of same;
 - b. Flooding from sprinkler system or overflow from toilet, washer, sink, water or sewer line, or strong suspicion of same;
 - c. Fire or smoke, or strong suspicion of same; and
 - d. Evidence or strong suspicion that a homeowner may be disabled by illness or accident.
5. If emergency situation dictates the necessity of immediate entry when a homeowner is not at home, the following procedures shall be strictly observed in the order listed:
 - a. A conscientious and diligent effort is to be made to first call and attempt to locate the particular homeowner, time permitting, prior to entry;
 - b. The apartment entry door is to be soundly pounded on prior to entry;
 - c. An appropriate note giving time of entry, purpose and other pertinent detail is to be left in a conspicuous place (e.g. kitchen counter top) within the dwelling unit, immediately following entry of the unit;
 - d. A carbon copy of the notice of entry will be filed and kept on-site, and,
 - e. The homeowner is to be contacted by telephone as soon as possible.

E12 ENTRY FOR ROUTINE MAINTENANCE

It may be necessary, from time to time, for Management or other person(s) authorized by the Association to perform maintenance, alterations or repairs to mechanical, plumbing, electrical systems, etc. The Association will provide homeowners with at least 48 hours advance written notice prior to the commencement of any work and, whenever possible, will try to accommodate the individual schedule of homeowners. A Notice Of Entry Form will be left in the unit.

E13 ENTRY FOR AUTHORIZED OUTSIDE PARTIES

1. Homeowners may use the Dwelling Unit Access Authorization form to allow entry of domestic help, family members, guests, service people, etc. The Dwelling Unit Access Authorization form must include the names of persons authorized to enter and explicit instructions relating to time of day, circumstances, purpose, etc. Authorized persons may be required to show identification.

E14 ACCESS BY HOMEOWNER WITHOUT A KEY

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

1. Between the weekday hours of 8:00 a.m. and 12:00 p.m. (excluding holidays) entry doors to individual dwelling units will be opened with the master key for homeowners only, at no charge. Outside of these hours homeowners are instructed to contact Bloomington Lock and Safe at 952-881-0896.

E15 ENTRY OF DWELLING UNITS FOR RESALE

Homeowners who have their dwelling units listed for sale may have their realtor attach an identifiable Realtor Lock Box on a secured bar installed in the front entryway.

F HAZARDOUS MATERIALS

1. Gasoline or other explosives or dangerous articles are not to be brought in or used on the premises.
2. Homeowners should not store or keep any combustible, inflammable or offensive goods, provisions or materials in the dwelling units, storage areas or garage areas except for reasonable quantities and kinds of usual household materials.
3. All hazardous waste (paint, oil, flammable materials, etc.) must be disposed of off site. Hazardous materials must not, under any circumstances, be deposited into the compactor chute or recycling containers or left anywhere in the common areas.
4. The storage of propane fuel or propane equipment is prohibited.
5. A live Christmas tree trunk should be immersed in a stand that allows water to be added regularly to keep it fresh and prevent fires.

G FIRE PROCEDURES

1. Upon discovery of fire:
 - a. Call the Emergency Number 911 and Gittleman Management and give them the following information:
 - 1). Your address, 710 Lofts;

- 2). Give floor and unit number; and,
- 3). Give details of fire emergency.

H FINES AND SANCTIONS

Minnesota Statute grant condominium Board of Directors the power to “Impose charges for late payment of assessments and, after notice and opportunity to be heard, to levy reasonable fines for violations of Declaration, By-Laws and Rules and Regulations of the Association.”

The sanctions and fines described are in addition to, and not as substitutes for, any rights or remedies which the Association otherwise has at law or under the Declaration, By-laws and any amendments. Association members are responsible for the conduct and actions of their guests and are subject to sanctions and fines as described in Section J, for any usage contrary to the Operating Policies and Procedures in effect and the constituent documents of the Association, and amendments thereto:

1. Procedure:
 - a. An individual makes a written complaint or provides information relating to any alleged violation(s) of the Association’s Declaration, Bylaws or Operating Policies and Procedures to Management:
 - b. When the Management receives the information, it will take all reasonably necessary steps to investigate the allegations to determine whether there is reason to believe that the allegations are true and whether the severity of the violation deserves only a written warning or a request for a sanction;
 - c. If Management finds there is reason to believe that a violation(s) has occurred and a request for sanctions should be made, it will immediately send a written notice to the homeowner with these items:
 - 1). Management received notification of the violation(s);
 - 2). The nature of the violation(s);
 - 3). The possible sanction which could be imposed;
 - 4). The time and place at which the Management will present the facts and circumstances involving the violation(s) to the Board of Directors; and,
 - 5). An invitation to the member to be present for the purposes of being heard and presenting evidence bearing on the alleged violation(s).
 - d. After such time, as the Board of Directors has heard all evidence on the alleged violation(s) from Management, the member(s) involved or any other knowledgeable party, it will deliberate and determine whether a violation(s) has occurred and, if necessary, assess such fines and/or sanctions, it deems appropriate.
 - e. While strict rules of evidence will not be required, the Board of Directors will give both Management and the member involved adequate opportunity to be heard, present evidence and make inquiry of the other’s witnesses.
 - f. The Board may utilize its discretion in assessing fines and/or sanctions within the ranges prescribed in this resolution and may consider the severity of the violation(s), its harm or potential harm to the Association

members or common facilities and its repetitious nature. The Board may also define a time period for corrective action.

2. Sanctions relative to non-conforming uses:
 - a. Any homeowner, or his or her tenant, using a condominium unit contrary to the provisions contained in the Operating Policies and Procedures in effect at the time or the constituent documents of the Association, subjects the member to the following:
 - 1) Upon a finding by the Board of Directors of such a violation(s), a fine for each violation, will be assessed; and/or,
 - 2) After receiving notice that the Board of Directors has made a finding of such a violation(s) and the homeowner fails to correct the problem after the time set by the Board, a daily fine will be assessed until it is remedied.

3. Sanctions relative to changes or alterations affecting common facilities or external appearances.
 - a. Any homeowner guest or tenant making a change, alteration or use affecting any common facility or any external appearance contrary to the Operating Policies and Procedures in effect at the time or the constituent documents of the Association or who fails to fulfill his maintenance or repair obligations as provided in the Operating Policies and Procedures in effect at the time, subjects the homeowner to the following:
 - 1) Upon a finding by the Board of Directors of such a violation(s), a fine per violation; and/or,
 - 2) Upon a finding by the Board of Directors that such a violation(s) has occurred, the Board of Directors may require restoration to the original condition; and/or,
 - 3) If such restoration has not taken place, a daily fine will be imposed for each day the restoration is not completed; and/or,
 - 4) If the restoration is not done, the Association has the right to restore the change or alteration, with the right to enter the condominium unit if necessary. The homeowner will be charged with an assessment equal to all of the Association's costs and expenses.

4. Sanctions dealing with homeowner's or tenant's or guest's conduct.
 - a. Any Association member or tenant or guest engaging in conduct that is contrary to the provisions contained in the Operating Policies and Procedures in effect at the time or the constituent documents of the Association, subject the member to the following:
 - 1) Upon each finding of such a violation(s) by the Board of Directors, a fine per violation will be assessed; and/or,
 - 2) After receiving notice that the Board of Directors has made a finding of such a violation(s) and the homeowner fails to cease or cure the violation(s), a daily fine will be assessed, until the use is discontinued and corrected.

I FEES/FINES

1. Late payment of Association fees for common expenses
If not received by the 15th day of the month a \$25.00 late fee will be assessed.
2. Security Door Fob's
 - a. Additional or replacement fob \$50
3. Electronic Garage Door Openers
 - a. Each transmitter \$50
4. Fines and Sanctions:
 - a. Board finding for non-conforming use - 1st occurrence \$200
 - (1). Each Occurrence - up to \$1,000
 - (2). Daily for non-remedy - up to \$50
 - b. Changes or alterations affecting common facilities or external appearances:
 - (1). Each Occurrence - up to \$1,000
 - (2). Daily for non-restoration - up to \$50
 - c. Sanctions dealing with member's or tenant's or guest's conduct
 - (1). Each Violation - up to \$1000
 - (2). Daily if conduct is continued or not corrected - up to \$50
5. Move-in fee \$100