

## **RULES AND REGULATIONS**

### **PORTLAND TOWER**

#### **INTRODUCTION**

It is important that we preserve the living and architectural style that Portland Tower represents. The goal of these Rules and Regulations is to provide reasonable, practical guidelines for the operation of Portland Tower. Residents and guests are obligated to comply with these Rules and Regulations and the Association's Governing Documents. The Board of Directors of the Association has approved these, and may approve other, Rules and Regulations based upon authority contained in Section 5.6 of the Declaration. The terms used in these Rules and Regulations have the same meanings as set forth in Section 1 of the Declaration. References made to the Association in these rules means the Board acting for and on behalf of the Association.

#### **GENERAL USE REGULATIONS**

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

2. Please be considerate of other residents and refrain from engaging in conduct which is a material annoyance or nuisance to others. Owners and Occupants are responsible for the behavior of their families, guests and tenants while at Portland Tower. The cost of repair of damage to the Property resulting from the acts of Owners and Occupants and their tenants and guests may be assessed against the Owner's Unit.

3. Portland Tower is a condominium. Business or commercial activity may not be conducted in the Residential Units, except for the limited, incidental activities described in Section 7 of the Declaration.

4. For health reasons, garbage and refuse should be placed in leak proof trash bags and deposited in designated trash receptacles. Municipal regulations regarding garbage pickup apply. Material that can be recycled should be placed in designated recycle receptacles.

5. Flammable substances may not be kept on the Property except in safe containers. No inherently dangerous items such as explosives may be kept on the Property, including Owners' storage unit, at any time.

6. Except as expressly permitted by law, firearms, air guns and other devices designated to fire a potentially lethal projectile may not be discharged or carried on the Property, except for carrying to and from a vehicle for purposes of transporting the device.

7. Persons authorized by the Board, or public safety personnel, may enter the Units at any time for the purpose of correcting any condition which is reasonably believed to present an imminent danger of serious loss or damage to any portion of the Property, or injury or death to any person. These authorized persons may also enter the Units upon reasonable advance notice for purposes of maintaining, repairing and replacing Common Elements or any parts of the Units which the Association may be obligated to maintain.

8. Managers and others who provide services to the Association are required to take direction only from the Board or Association officers. Comments regarding services or actions of persons performing work for the Association should be directed to the Board or to the manager.

### **USE OF COMMON ELEMENTS**

1. Common Element spaces are for the enjoyment of all residents, and we ask that you be considerate of the rights of others.

2. Please use your best efforts to prevent the Common Elements from becoming unsightly. Personal property may not be stored, displayed or otherwise left outside the Units, except as authorized by the Board.

3. Walkways, driveways, stairwells, elevators and other portions of the Common Elements used for access to and from the Units, may not be obstructed, or used for storage, activities or any purpose other than access.

4. In order to preserve the aesthetic character and beauty of the Property, all originally installed plants, trees and landscaping should be left undisturbed, except for routine maintenance.

### **ARCHITECTURAL AND EXTERIOR RESTRICTIONS**

1. Portland Tower is subject to recorded architectural covenants. No Person may modify or remove any part of the Common Elements, nor change the appearance of any portion of the Common Elements, except in accordance with the requirements set forth in Section 7 of the Declaration. Contractors hired by an Owner to perform work on the Owner's Unit must provide proof of insurance acceptable to the Board and follow all remodeling guidelines set by the Board.

2. Identification, signs, flags or displays of any kind may not be placed anywhere outside the Units without prior approval of the Board. An "open house" sign of a reasonable size approved by the Board may be temporarily erected in a location approved by the Board during an open house when a Unit is for sale.

3. Additional buildings, animal enclosures, awnings, shelters, additions, poles or other structures or physical improvements or alterations of any kind, temporary or permanent, which are visible from the exterior of a Unit, are prohibited without the prior written approval of the Board as set forth in Section 7 of the Declaration. Owners and Occupants have the responsibility for obtaining approval from the Board prior to making any exterior change to their Unit, or any interior change which could affect the building's structure or weather-tight shell. If any such change is made without approval by the Board, the Association has the right to remove the unapproved change, and otherwise correct the changed condition, at the expense of the offending Owner.

4. Cable T.V. and local channel access is available in all Residential Units. Individual antennas may be installed only in accordance with Federal Communication Commission Regulations. Please contact the Board for details.

### **WINDOW TREATMENT**

All window treatment in Portland Tower shall be of professional quality and of a light, neutral color of white, off-white, or beige with no pattern when viewed from the exterior of the building. Canvas or wood blinds with a natural finish are also permitted.

## **UTILITIES**

Each Owner is responsible for the maintenance, repair, replacement and charges relating to public utilities or other similar services metered solely to his/her Unit.

## **PARKING**

1. Portland Tower will contain four levels of aboveground parking. Each owner of a unit in Portland Tower must also own at least one parking unit, and may purchase additional parking units, depending upon availability. Ownership and use of parking units is restricted to owners or tenants of residential units except for the following: 1) parking units owned by the Declarant or 2) parking units designated by Declarant as unrestricted parking prior to conveyance to Declarant's successors in title, which may be made available for contract parking. Access to the parking ramp, stairwells and elevator will be restricted, and subject to control by an electronic access system.

2. Access for the four levels of aboveground parking in Portland Tower will be from Portland Avenue South.

3. Portland Tower will have parking stalls, including one handicapped stall, all located on the first floor of the building and will have access from 8<sup>th</sup> Street South. These eleven stalls will be restricted to use by contractors of Declarant until all Units are sold and customers of the commercial space during hours of operation and only after that may be used by guests of the owners of Portland Tower.

## **COMMUNITY ROOM/ROOF TOP DECK**

Portland Tower maintains one community room located on the first floor of the building and a roof top deck located on level 6. In an effort to preserve the quiet enjoyment of residents, and to protect the Association from unwarranted liability, the following Rules and Regulations have been approved:

1. The community room and rooftop deck are available for general use by all Owners and Occupants. The roof top deck is open during the hours of 8:00 am to 10:00 pm. In addition, the community room (not the roof top deck) may be reserved for private, Owner-hosted functions by advance reservation, with priority based upon the time of application. Owners reserving the community room may be required to pay a fee and a deposit, and to sign an agreement covering the user's obligations for clean-up and related matters.

2. The community room and roof top deck are not designed to host functions which generate significant noise or disturbance. If there is any question as to the appropriateness of a function, please check with management.

3. No function involving attendees other than Owners and Occupants may be held if alcoholic beverages are consumed at the function, unless the host Owner signs an agreement to indemnify the Association against all liability arising out of the activities of attendees during or following the function. There are no similar restrictions on Association-sponsored functions at which alcoholic beverages are served if there are no attendees other than Owners and Occupants.

## **EXERCISE ROOM**

Portland Tower maintains one exercise room located on the first floor of the building. In an effort to preserve the quiet enjoyment of those residents, and to protect the Association from unwarranted liability, the following Rules and Regulations have been approved:

1. All Owners, Occupants and guests using the exercise room do so at their own risk. There is no supervision and Owners, Occupants and guests must use the exercise room in a safe manner and in compliance with all of the rules provided herein and posted in the exercise room.

2. The exercise room is available for general use by all Owners and Occupants. The exercise room may not be reserved for private use.
3. Appropriate attire shall be worn in the exercise room at all times. All users of the exercise room shall wear appropriate attire and footwear while in transit between their Unit and the exercise room.
4. All persons using the exercise room are responsible for keeping it clean and presentable.
5. No person under the age of sixteen (16) shall be permitted in the exercise room unless under the supervision of an adult.
6. In addition to these rules, the Association may post additional rules in the exercise room.

## **BALCONIES**

1. In Portland Tower all Units have some form of private balcony. The balconies are available for use only by the Owners and Occupants, and their guests, of the Unit which is served by the deck or balcony.
2. Activities on the balconies may not reasonably interfere with the peaceful enjoyment and use by other residents of their living Units, decks or balconies. Owners are responsible for the conduct of their guests.
3. Structures or other physical improvements of any kind require prior approval by the Board.
4. Personal property such as tables, chairs or umbrellas must be secured when not in use so they do not blow off the deck or balcony.
5. Balconies may not be used to store personal property, except for seasonal furniture in season.
6. Charcoal grills are strictly prohibited. For safety reasons, gas grills are subject to strict City code requirements and are only allowed to be used with the gas line that is permanently installed in the building. No propane tanks are allowed.
7. Routine maintenance of each balcony is the responsibility of the Owners and Occupants of the Unit which is served by the balcony. Other maintenance, repair and replacement will be performed by the Association and the cost assessed against the Unit served by the balcony.

## **ANIMALS**

1. Common, domesticated house pets such as dogs, cats, fish or birds ("permitted pets") may be kept by an Owner or Occupant in his/her Unit, subject to the Declaration and these Rules and Regulations. No other animals may be kept anywhere on the Property. Birds, fish and other household pets (other than dogs and cats) shall be kept in appropriate cages or tanks within the Owner's Unit.
2. A maximum of two dogs or two cats, or one of each, may be kept in any Unit.
3. A pet must be housed and maintained exclusively within the Owner's Unit, except when under the direct control of the Owner or other handler. Notwithstanding, pets are not allowed in the community room, exercise room, rooftop deck area or other common areas other than hallways, stairways and elevators. Outdoor pet enclosures of any type are prohibited. No pet may be left unattended outdoors.
4. Owners are responsible to pay for any damage to the Property caused by their pets, and are obligated to hold harmless and indemnify the Association, and its officers and directors, against any loss, claims or liability arising out of any act of the pet.

5. Permitted pets are not allowed to relieve themselves on the Property, except in the designated pet area located on Level 5 of the parking ramp or within the Owner's Unit in the case of cats or animals customarily kept in enclosures. Solid waste left on the Property, including the designated pet area, must be promptly disposed of by the pet's owner or other handler.

6. Permitted pets may be walked on the Property only in accordance with local leash laws.

7. Any repeated or prolonged disturbance by a pet, such as noise, odor, waste or threatening or nuisance activity, will be cause for imposition of a fine on the pet's owner and/or the removal of the offending pet from the Property by the Board. The Board's decision concerning the removal of a pet may, upon written petition of the pet's owner, be appealed to a vote of the other Owners at a meeting of the Association; provided, that the pet's owner must pay the cost of calling and holding the meeting.

8. The pet owner is responsible for any personal injury or property damage caused by the pet and shall indemnify, hold harmless and defend the Association, and its officers and directors, and other Owners and Occupants, from and against all loss, damages and liability of any kind arising out of any act of the pet.

9. Notwithstanding the foregoing, no rules shall be imposed which restrict the keeping of a qualified "service animal" for a disabled or handicapped person in violation of any applicable state or federal statutes, regulations or rules; provided, that the service animal shall be subject to the same behavioral rules as other pets.

## **REMODELING**

1. Hours for construction work and/or remodeling are from 8:30 A.M. until 4:30 P.M. Monday through Friday. There is no construction work allowed on weekends, except that unit owners may perform light maintenance tasks themselves at any time which create no noise, or may perform light tasks themselves which generate modest noise of brief, limited duration between 10:00 AM and 4:30 PM. Examples in this category include hanging pictures, replacing damaged finish items, etc. Big projects and work performed by contractors or vendors are not permitted on the weekend.

2. Any work performed in a Unit, which may cause a noise disturbance to other residents, must be cleared in advance with the Property Manager. A memo will then be circulated to surrounding residents regarding the noise disturbance.

3. All contractors must remove all debris from the premises when leaving at 4:30 P.M. each day. No materials of any kind may be left in hallways, put down the trash chute, left in the guest parking area or put in the Association dumpsters. This includes wood, sheetrock, carpet scraps, tile, cardboard boxes, paint, etc. Onsite staff are authorized to enforce this Rule.

4. It is the Owner's responsibility to contact and verify with the City of Minneapolis prior to work commencing whether a permit is required. The City of Minneapolis requires certification prior to issuance of a building permit, that hard surface flooring to be installed meet a sound class (IIC of 50), which standard (IIC of 45 if field tested) is also required by the Association. After installation, the Association reserves the right to order a field test within 180 days after completion of installation at Association expense. If the test result does not meet the standard, the cost of the field test shall be at the expense of the Owner and in which case, the Association may order removal of the newly installed floor at the Owner's expense.

5. Contractors are responsible for cleaning up after themselves at the end of each workday. This clean-up includes whatever it takes to restore the area to how it was before work began.

6. Any required repair to the Building, elevator, or other Common Elements resulting from construction or remodeling work will be billed at actual cost to the Owner of the Unit where work is being

performed. In addition, any mess caused by construction work or construction workers or service personnel that has to be cleaned by Building will be billed at \$50.00 per hour. Residents should make it clear to their contractors, when scheduling to have construction work done in their Unit, that they are responsible for damage and are required to clean up any mess in the Common Elements.

7. A key release authorization form must be completed by the Owner authorizing their Unit key to be signed out to any contractor, plumber, electrician, or other service personnel. Keys are signed out at and returned to the Front Desk at the end of the working day and signed back in. Any keys accidentally taken off the Property must be returned immediately to the front desk.

Any construction or remodeling work, which involves plumbing modification or riser shutoff, needs to be coordinated through the Property Manager. The building has shared plumbing facilities and any changes to the plumbing may or may not affect other residents. Please consult with the Property Manager prior to any plumbing remodeling or changes. Any plumbing changes.

## **ADMINISTRATION**

1. Waivers from the provisions of these Rules and Regulations for specific situations may be granted by the Board for good cause shown if, (i) in the judgment of the Board the waiver will not violate the Governing Documents nor interfere with the rights of other Owners or Occupants, and (ii) the waiver is granted to other Owners and Occupants under the same circumstances. Waivers will not be granted unless an emergency or highly extenuating circumstance exists.

2. The Board has the authority to amend these Rules and Regulations, and make such other Rules and Regulations, from time to time, as it deems necessary for the use, safety, care and cleanliness of the Property, and for securing the common comfort and convenience of all residents.

## **VIOLATIONS/HEARINGS**

When there is a violation of these Rules and Regulations or the Governing Documents, the Board is authorized to pursue various remedies. These remedies include, but are not limited to, legal action for damages or equitable relief in any court, imposition of late charges for past due assessments, imposition of reasonable fines for violations, towing of vehicles or the correction of any condition which violates the Rules and Regulations or Governing Documents. Prior to the exercise of certain remedies, the Board shall, upon written request of the offending Owner, grant the Owner a fair hearing with respect to the violation. Please refer to Section 12 of the Declaration for a complete discussion of the Association's remedies and the hearing procedures.

## **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 the governing documents, for any usage contrary to the Rules and Regulations 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 Rules and Regulations 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 Rules and Regulations 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 Rules and Regulations 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 Rules and Regulations 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 *Rules and Regulations* 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.

**FINES/FEES**

<b>BEHAVIOR OF HOMEOWNER AND/OR HOMEOWNERS RENTER(S) AND/OR GUEST(S)</b>	<b>ASSOCIATED FINE</b>
USE OF EXCESSIVE SPEED WHILE DRIVING IN GARAGE (10 mph)	1 WARNING FOLLOWED BY A \$50 FINE
LEAVING UNAUTHORIZED PERSONAL BELONGINGS IN HALLWAY OUTSIDE OF UNITS OR IN GARAGE SPACE	1 WARNING FOLLOWED BY A \$100 FINE
THROWING ITEMS INCLUDING WATER OFF OF BALCONY OR 6 <sup>TH</sup> FLOOR PATIO SPACE	\$250 FINE
COMPLAINTS OF EXCESSIVE NOISE	1 WARNING FOLLOWED BY \$250 FINE FOR EACH ADDITIONAL VIOLATION
MOVE IN AND OUT FEE	\$300 FEE DAMAGE IN EXCESSIVE \$300 WILL BE BILLED TO THE VIOLATING OWNER OR RENTER
GUEST PARKING VIOLATIONS - GUESTS MUST FILL OUT REGISTRATION DOCUMENTS COMPLETELY INCLUDING UNIT ANDPHONE NUMBERS	FAILURE TO COMPLY WILL RESULT IN IMMEDIATE TOWING OF VEHICLE AT OWNERS EXPENSE
SMOKING IN COMMON AREAS	\$250 FINE

DOG BITE TO HUMAN	\$500 FINE IMMEDIATE CONFINEMENT AND HEARING
PETS ELIMINATING ON <i>EXTERIOR OF PROPERTY</i>	1 WARNING FOLLOWED BY A \$250 FINE
PETS ELIMINATING IN COMMON AREAS, INCLUDING GARAGE FLOOR OUTSIDE OF PET RUN, ELEVATORS, LOBBY AREA OR HALLWAYS AND FAILURE TO CLEAN UP AND NOTIFY MANAGEMENT PROMPTLY	\$250 FINE
DOG BARKING FOR AN EXTENDED PERIOD OF TIME EXCEEDING 15 MINUTES	1 WARNING FOLLOWED BY A \$250 FINE
DOGS NOT ON A LEASH OR NOT PROPERLY CONTROLLED ON LEASH ON THE PROPERTY INCLUDING lunging/ aggressive behavior towards other dogs or homeowners	1 WARNING FOLLOWED BY A \$250 FINE
VIOLATIONS OF AN EGREGIOUS NATURE, WILLFUL NON-COMPLIANCE	\$1,000 FINE OR MORE AT THE DISCRETION OF THE BOARD OF DIRECTORS
LATE PAYMENTS OF ASSOCIATION FEES, IF NOT PAID BY THE 15 <sup>TH</sup> OF THE MONTH	\$20 LATE FEE WILL BE ASSESSED

SHORT TERM RENTALS OF LESS THAN THREE MONTHS ( <b><i>AIRBNB, VRBO OR OTHER</i></b> ) <b><i>MAJOR EVENTS SUCH AS SUPER BOWL AND FINAL FOUR as determined by the board of directors</i></b>	\$5,000 FINE per day until the issue is rectified OR UP TO 50% OF RENTAL FEE AS ADVERTISED ON RENTAL SITE WHICHEVER IS GREATER
SHORT TERM RENTALS OF LESS THAN THREE MONTHS ( <b><i>AIRBNB, VRBO, OR OTHERS</i></b> ) <b><i>OCCURRING ON DAYS OTHER THAN MAJOR EVENTS DESCRIBED ABOVE</i></b>	\$500 FIRST OFFENSE, \$1,000 SECOND OFFENSE, \$2,500 THIRD OFFENSE
PARKING IN ANOTHER OWNERS PARKING SPACE	\$100 FINE AND POSSIBLE TOWING OF VEHICLE
VIOLATIONS BY RENTERS WILL BE SUBMITTED TO OWNERS OF UNIT FOR PAYMENT	
<b>REPEAT VIOLATION OF ANY RULE WILL RESULT IN A DOUBLING OF THE INITIAL FINE</b>	

SMOKING WITHIN 10 FEET OF MAIN ENTRANCE TO PORTLAND TOWER	1 WARNING FOLLOWED BY A \$100.00 FINE
THROWING CIGARETTE BUTTS WITHIN 10 FEET OF MAIN ENTRANCE	1 WARNING FOLLOWED BY A \$50.00 FINE
STORAGE UNITS- COVERING OF UNITS OUTSIDE OF THE UNIT ITSELF - IE. TARPS COVERING UNITS	1 WARNING FOLLOWED BY A \$100 FINE
SECURITY BREACHES OF BUILDING- INTENTIONALLY PROPPING THE FRONT DOORS OPEN WITHOUT OWNER BEING PRESENT. DOORS SHOULD NOT BE PROPPED OPEN FOR MOVERS OR DELIVERY AND OWNER SHOULD BE	\$100 FINE

*Revised: January 1, 2018*

AVAILABLE TO HOLD THE DOOR OPEN	
VIOLATIONS OF ACTIONS ADDRESSED IN THE BYLAWS AND NOT ADDRESSED IN THIS DOCUMENT	1 WARNING FOLLOWED BY \$250 FINE