



# Supplemental Policies



**ALCOHOL CONSUMPTION RELEASE AND WAIVER**

This Alcohol Consumption Release and Waiver ("**Release**") is made as of the date first written below (the "**Effective Date**") between Medina Ridge Condominium Association, Inc. ("**Association**") and each Resident (collectively "**Parties**") who attends an Association event occurring in the Ridge Room or any other Common Areas within the Association’s building or property located at 100 Clydesdale Trail, Medina, MN ("**Event**").

By signing below, Resident acknowledges that he or she has read and agreed to the terms of this Release and that Resident’s attendance at an Event, including consumption of alcohol, is conditioned on the following:

Resident releases and forever discharges the Association and its directors, officers, employees, agents, affiliates, insurers and their respective heirs, representatives, successors and assigns (collectively "**Released Parties**"), of and from any and all claims, causes of action, damages, costs and demands whatsoever, known or unknown, in law or equity, against the Released Parties arising from Resident’s consumption of alcohol at an Association Event. Under no circumstances shall the Released Parties be liable to Resident for direct, indirect, incidental, consequential, special or exemplary damages related to alcohol consumption at an Event. A copy of this Release shall be made available to Resident upon request after it has been signed.

**IN WITNESS WHEREOF**, the Parties have executed this Release effective as of the Effective Date.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

UNIT #: \_\_\_\_\_

Dated Received: \_\_\_\_\_, 20\_\_\_\_\_



Signature Page to Alcohol Consumption Release and Waiver

<p>_____ (Signature) (Date)</p> <p>_____ (Printed Name)</p>	<p>_____ (Signature) (Date)</p> <p>_____ (Printed Name)</p>
<p>_____ (Signature) (Date)</p> <p>_____ (Printed Name)</p>	<p>_____ (Signature) (Date)</p> <p>_____ (Printed Name)</p>
<p>_____ (Signature) (Date)</p> <p>_____ (Printed Name)</p>	<p>_____ (Signature) (Date)</p> <p>_____ (Printed Name)</p>
<p>_____ (Signature) (Date)</p> <p>_____ (Printed Name)</p>	<p>_____ (Signature) (Date)</p> <p>_____ (Printed Name)</p>
<p>_____ (Signature) (Date)</p> <p>_____ (Printed Name)</p>	<p>_____ (Signature) (Date)</p> <p>_____ (Printed Name)</p>
<p>_____ (Signature) (Date)</p> <p>_____ (Printed Name)</p>	<p>_____ (Signature) (Date)</p> <p>_____ (Printed Name)</p>

# Medina Ridge Condominium Association

## *Antenna and Satellite Dish Installation Rules*

The following rules shall appertain to the utilization of antennas at the Condominium.

### **1. Definitions**

(a) Reception Antenna means an antenna, satellite dish, or other structure used to receive video-programming services intended for reception in the viewing area.

Examples of video programming services include direct broadcast satellite services, multipoint distribution services and television broadcast signals. The mast or pole supporting the Reception Antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories for the reception antenna or similar structure are part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the viewer to select or use video programming is a Reception Antenna provided that it meets Federal Communications Commission standards for radio frequency radiation. Structures similar to Reception Antennas are any structure, device, or equipment that is similar in size, weight, and appearance to Reception Antennas.

(b) Transmission Antenna means any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than reception antennas. A Transmission Antenna, which is used solely in conjunction with a Reception Antenna, shall be considered a Reception Antenna for the purpose of these Rules.

2. (a) No resident shall install a Reception Antenna on any portion of the common areas and facilities unless the area is a limited common area (exclusive use area) appurtenant to the unit where the resident lives as provided in the governing documents creating the Condominium.

(b) A Reception Antenna shall not encroach on the air space of another owner's unit or limited common area or into the general common areas. Rather, the Reception Antenna must be kept within the boundary of the limited common area. Limited common areas are a cube bounded at the lower limit by the described area, (e.g., deck, patio, terrace, yard, etc.), at the sides by the vertical extension of the boundaries of the described area and at the top by the surface above, or if there is no surface above then one standard story height above the described area.

# Medina Ridge Condominium Association

## *Antenna and Satellite Dish Installation Rules*

3. If a Reception Antenna is installed in a limited common area as defined in the governing documents, such installation shall be subject to the following:

(a) Reception Antenna shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas for direct broadcast satellite services or multipoint distribution systems be larger than one meter in diameter.

Reception Antennas must be placed in areas that are shielded from view from outside the Condominium or from other units to the extent possible; provided that nothing in this rule shall require a reception antenna to be placed where it precludes reception of an acceptable quality signal so long as it is kept within the bounds of the limited common areas available to the unit owners. In no event may antennas be installed on roofs, common lawns, or other common areas.

Connections of wiring must be through a part of the building nearest the installation that is defined in the governing documents as being part of the unit, such as the frame or the glass of the nearest window or sliding glass door of the unit, and may not be connected through general common areas, such as the building walls. All wiring shall be run to be as inconspicuous as possible.

In order to maintain and preserve the structural integrity and watertight seal, no wiring shall be permitted to run through the common area walls. On removal of the Reception Antenna, common area must be restored at the homeowner's expense.

(b) Reception antennas and similar structures shall not be placed in areas where they block fire exits, walkways, parking spaces, ingress or egress from an area (including a unit), fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, or other areas necessary for the safe operation of the Condominium. The purpose of this rule is to permit evacuation of the units and project and to provide clear access for emergency personnel.

# Medina Ridge Condominium Association

## *Antenna and Satellite Dish Installation Rules*

(c) The Board may require Reception Antennas placed outside the building be painted to match, or be compatible with, the color of the building. If they do so they will publish a list of acceptable colors. Such painting will not be required if it interferes with reception. In addition, the Board may require a resident to install and maintain inexpensive screens or plants to shield the Reception Antenna from view consistent with the requirements of Federal Communications Commission rules.

(d) Any resident installing, maintaining, or using a Reception Antenna shall do so in such a way that it does not materially damage the common elements or impair the watertight integrity of the buildings.

(e) Any resident who owns or uses a Reception Antenna, and the unit owner of the unit where the resident lives if a resident is other than a unit owner, is responsible for all costs associated with their Reception Antenna including, but not limited to, costs to:

(a) repair, maintain, remove, and replace the Reception Antenna; (b) repair damages to the common elements the unit, other units, and other property caused by the installation, existence, or use of Reception Antenna; (c) medical expenses incurred by any person injured by installation, existence, or use of the Reception Antenna; and (d) other damages caused by the installation, existence, or use of the Reception Antenna.

If the installation is made by a contractor, it is strongly recommended for the safety and protection of the owner and of the property, that the contractor has liability insurance in the minimum amount of \$1,000,000 and workman's compensation insurance and that the Condominium is named as an insured.

(f) Due to safety concerns relating to the falling of structures, all Reception Antennas shall be securely attached to the building, patio, deck, terrace or ground provided that such is a limited common element. Otherwise, Reception Antennas shall be attached to a pole, which is mounted in a weighted base of sufficient weight to prevent falling under anticipatable conditions. If a resident desires to attach a Reception Antenna to a wall, railing, fence, partition, or other element which is part of the common areas and abuts/adjoins the limited common area where the Reception Antenna is to be placed, they must first obtain permission

# Medina Ridge Condominium Association

## *Antenna and Satellite Dish Installation Rules*

from the Board upon terms which ensure the structural and watertight integrity of the Condominium or adhere to standards published by the Board for this purpose, if such has been established.

(i) Residents shall not permit their Reception Antenna to fall into disrepair or to become a safety hazard.

(g) The resident is responsible for the immediate removal of the Reception Antenna if it must be removed for the repair, painting, or maintenance of the area where it is installed. The Board shall attempt to provide reasonable notice of the need for such removal. If a resident fails to timely remove their Reception Antenna, the Board may do so at the resident's expense.

The following are defined in the governing documents as limited common areas and, subject to the foregoing, are permissible sites for Reception Antennas: decks.

Should a resident believe other limited common areas to exist other than a deck that would be a permissible site as defined under these rules, that resident should contact the Board to discuss the same.

4. Transmission Antennas other than as indicated in 1 (b) are prohibited.

5. A resident installing a Reception Antenna shall promptly notify the Board thereof on the form attached to these Rules.

6. In the event of a violation of these rules, the Board may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. The Condominium shall be entitled to fines, reasonable attorneys' fees and costs and expenses provided by applicable law if these rules are validated. In addition, injunctive relief may be obtained.

7. If any of these provisions are ruled to be invalid, the remainder of these rules shall remain in full force and effect.

8. The Board may amend these Antenna Rules from time to time as provided for in the By-Laws. These Antenna Rules supersede any applicable rule previously adopted.

# Medina Ridge Condominium Association

## *Antenna and Satellite Dish Installation Rules*

### ***Notification Form for the Installation of DBS Satellite Dish, MMDS Antenna or TV Antenna***

**NOTE:**

This form must be completed and returned no later than (3) days after the installation of an antenna.

**TO: Board of Directors**  
**Medina Ridge Condominium Association**

**FROM:**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Unit Number: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Type of satellite dish or antenna to be installed (check any that apply):

\_\_\_\_ DBS satellite dish 1 meter or smaller (e.g., Dish network, Direct TV)

\_\_\_\_ MMDS antenna (wireless cable) 1 meter or smaller (e.g. W ANTV)

\_\_\_\_ Television antenna

Installation of the dish or antenna was done by the following installer (if other than the Owner):

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Did you verify that the contractor had the insurance required by the Condominium's Antenna Rules?

\_\_\_\_ Yes \_\_\_\_ No



# Medina Ridge Condominium Association

## *Antenna and Satellite Dish Installation Rules*

Describe generally how and where dish or antenna was installed.

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Do you certify that the location and installation of the dish or antenna comply with the Condominium Antenna Rules? \_\_\_Yes \_\_\_No

If no, state in detail the reason for noncompliance on a separate sheet of paper.  
I acknowledge that I have read, understand and have complied and will comply at all time with the Association's regulations with respect to the installation of dishes and antennas.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Medina Ridge Condominium Association  
Deposit Request Form**

**Date:** \_\_\_\_\_

**Amount for Deposit:**

**Checks:** \_\_\_\_\_ (total amount)

**Cash:** \_\_\_\_\_ (total amount)

**Total amount of deposit:** \_\_\_\_\_

**Committee:** \_\_\_\_\_

**Line Item Number:** \_\_\_\_\_

**Committee Signature:** \_\_\_\_\_

**MRC Treasurer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# **55 Year Age Restriction Policy for Medina Ridge Condominium Association, Inc. (aka MRC)**

## **Per The FAIR HOUSING AMENDMENTS ACT of 1988 (the “Act”) HOUSING FOR OLDER PERSONS ACT 1995: FINAL RULE (Department of Housing and Urban Development: 24 CFR Part 100) INTRODUCTION**

The Fair Housing Act (Title VIII of the Civil Rights Act) exempts “housing for older persons” from the Act’s prohibition against discrimination because of familial status. Section 807(b)(2) (C) of the Act exempts housing intended and operated for occupancy by persons 55 years of age or older which satisfies certain criteria HUD has adopted implementing regulations further defining the “housing for older persons” exemption at 24 CFR (Code of Federal Regulations) part 100, subpart E (Housing for Older Persons Act, hereinafter: HOPA)

There are 4 factors required for a facility to claim the 55 and older exemption:

1. that the housing be intended and operated for persons age 55 and older; (24 CFR 100.304)
2. that at least 80 percent of the occupied units be occupied by at least one person who is 55 years of age or older;(24 CFR 100.305)
3. the housing facility or community must publish and adhere to policies and procedures that demonstrate its intent to operate as housing for persons fifty-five (55) years of age or older (24 CFR 100.306)
4. the housing facility or community must also comply with rules issued by HUD for the verification of occupancy. (24 CFR 100.307). MRC is qualified for the exemption as a community for 55 years or older persons. The intent is stated in MRC’s Declaration (Section 4.6 and By-laws (Section 8.6)) as well as by the age restriction rules adopted and enforced by the Association.

This document’s purpose is to gather in one place for easy reference the age restriction policy adopted by MRC within the rules and broad discretion permitted under the Act and HOPA. The Board of Directions, in its sole discretion, may add, delete, or change its policies within the scope permitted by the Act and HOPA, Minnesota State laws or local laws.

### Qualification for Exemption under the Fair Housing Amendments Act of 1988 (the “Act”) and HOPA.

In accordance with the Act and HOPA, MRC has clearly indicated its intent to qualify as housing for people age 55 years or older in the following Governing Documents:

## **55 Year Age Restriction Policy for Medina Ridge Condominium Association, Inc. (aka MRC)**

Declaration Section 4.6, subsections 4.6.1, 4.6.2 Age Restrictions

4.6 Age Restrictions. It is intended that Medina Ridge Condominium Association, Inc. provide housing for older persons in compliance in all respects with the letter and spirit of HOPA, the Fair Housing Act and MHRA. Accordingly, the following restrictions shall apply to membership in the Association and the ownership, occupancy and sale of the Units.

4.6.1 On and after the date of recording of this Declaration, at least 80% of the occupied Units must be occupied by one or more natural persons age 55 or older, alone or together with one or more persons between the ages of 44 and 55. Unless otherwise required by law, no person under age 45 may occupy a Unit at any time, except (i) as a temporary guest where the person's cumulative guest occupancy does not exceed a total of thirty days during any twelve month period or any longer period authorized in writing by the Board, or (ii) as a personal care assistant to a member of an otherwise qualifying household. No person under the age of 45 occupying a Unit as a personal care assistant for a member of that Unit's household shall continue to occupy the Unit following the termination of occupancy by the person receiving the personal care. An occupied Unit as used in this Section 4.6 means (i) a Unit actually occupied by a person or persons as a full or part-time permanent residence (except a Unit occupied by a community caretaker), and (ii) any temporary vacant Unit which a person age 55 or older has occupied as a full or part-time permanent residence at some time during the prior twenty-four months and intends to return and occupy as such.

4.6.2 The Board shall adopt, implement, enforce and adhere to policies and procedures that are consistent with the letter and spirit of this Section 4.6 and HOPA, the Fair Housing Act and MHRA, and demonstrate the intent to qualify as a community providing housing for older persons, pursuant to Title 42 of the United States Code, Section 3607(b)(2)(C), including but not limited to: (i) describing the common interest community as housing for older persons or an age 55 or older community to prospective Owners and Occupants of Units; (ii) posting information in the Common Elements consistent with the policies (if practicable), (iii) approving Member Guide consistent with the policies; (iv) requiring all leases to contain provisions with respect to the policies; (v) developing and implementing age screening and verification procedures consistent with the policies; (vi) requiring statements in Unit purchase agreements and resale disclosure documents with respect to the age restrictions; and (vii) providing information with respect to the age restrictions to real estate agents and other persons dealing in the sale, leasing or financing of Units. The Association and the Owners and Occupants of Units shall otherwise comply with the rules relating to verification of age and/or occupancy issued by the Department of Housing and Urban Development as contemplated by Title 42 of the United States Code, Section 3607(b)(2)(C)(iii).

By-laws Section 8.6 Compliance with HOPA and MHRA (Minnesota Human Rights Act)

8.6 Compliance with HOPA and MHRA. The Property is operated as a senior housing community, in compliance with HOPA and MHRA. All Owners shall cooperate with all requests from the Association for certification of the age of all Occupants of each Unit in order to document compliance with the terms and conditions of HOPA and MHRA. Any Owner who fails to cooperate with any request for certification may be subject to fines or other sanctions as more fully described in the Declaration.

## **55 Year Age Restriction Policy for Medina Ridge Condominium Association, Inc. (aka MRC)**

1. Occupancy Age Restrictions
  - a. There must be at least one person who is fifty-five (55) years of age or older (age qualified) residing in each dwelling unit.
  - b. No person under the age of 45 may reside in MRC.
  - c. Persons under the age of 45 may reside in MRC as guests for a maximum period of 90 days in any 12 month period as long as there is an age qualified person also occupying the dwelling unit.
  - d. Persons 45 years of age or older may reside in MRC as long as there is an age qualified person also residing in the dwelling unit.
  - e. These age restrictions apply to Owners, renters and to house guests who occupy the dwelling unit in the absence of the age qualified Owner or renter.
  
2. Occupancy Exception
  - a. The policy of MRC is not to permit underage occupancy in any dwelling unit.
  - b. The only exception to the 55 age qualification is for the non-age qualified surviving spouse of an age qualified descendant Owner who had occupied the dwelling unit, until such time as the non-age qualified surviving spouse remarries at which time the exception expires. At that time, membership, if any, shall be determined pursuant to Section 8.6 of the By Laws.
  - c. There are no exceptions for other non-age qualified heirs or any other non-age qualified persons who come into possession of a dwelling unit in MRC.
  - d. Appeal for a temporary exception to the occupancy rules must be made in writing to the Board of Directors. The Board of Directors, in its sole discretion, may grant or refuse to grant such temporary exception in any particular case. The grant of a temporary exception in a particular case does not invalidate or waive the particular occupancy rule in subsequent cases.
  
3. "80/20 Rule" (24 CFR 100.305)
  - a. HOPA requires that no less than 80% of the occupied dwelling units shall be occupied by at least one age qualified person. This does not mean that 20% must be occupied by non-age qualified persons. It means that as long as 80% of the dwelling units are occupied by at least one age qualified person MRC maintains its exemption under HOPA as a 55 year age restricted community.
  - b. The policy of MRC is to maintain the percentage of age qualified occupancy as close to 100% as possible without mandating a greater percentage than the minimum 80% required by HOPA.
  - c. One of the primary reasons for the 80/20 rule by Congress was to accommodate underage surviving spouses of age qualified descendants and to permit flexibility in specific situations at the sole discretion of the Board of Directions without endangering the HOPA exemption. Such exemption is permitted as long as the minimum 80% age qualified requirement under HOPA is not reduced. HOPA was enacted for the protection of the age restriction exemption and not to grant any rights to underage persons to occupy the 20% which is solely within the discretion of the Board of Directors.

## **55 Year Age Restriction Policy for Medina Ridge Condominium Association, Inc. (aka MRC)**

### 4. Verification of Age

- a. All residents, whether Owners, renters or house guests of absentee Owners or renters, must show evidence that at least one resident in the occupied dwelling unit is age qualified. Any of the following documents are considered reliable documentation of the age of the occupants of the housing facility or community:
  1. Driver's License
  2. Birth Certificate
  3. Passport
  4. Immigration card
  5. Military identification
  6. Any other state, local, national or international official documents containing a birth date of comparable reliability
  7. A certification in a lease application, affidavit or other document signed by any member of the household age 19 or older asserting that at least one person in the unit is 55 years of age or older.
- b. A facility or community shall consider any one of the forms of verification identified above as adequate for verification of age, provided that it contains specific information about current age or date of birth.
- c. Such evidence must be shown at the time such Owner or renter comes to the Association office to obtain the mandatory Association membership form which confirms age compliance with HOPA and permits use of the facilities of the Association.
- d. If the occupants of a particular dwelling unit refuse to comply with the age verification procedures, the Association may, if it has sufficient evidence, consider the unit to be occupied by at least one person 55 years of age or older; such evidence may include:
  1. Government records or documents such as a local household census
  2. Prior forms or applications; or
  3. A statement from an individual who has personal knowledge of the age of the occupants. The statements must set forth the basis for such knowledge and be signed under the penalty of perjury.

### 5. Surveys for Compliance

- a. MRC will conduct surveys at least every two years and maintain a data base to verify age compliance as required by HOPA. All residents of MRC are required to respond to the surveys. Proof of occupancy by at least one age qualified person in the occupied dwelling unit as noted above must be provided in response to the survey unless already provided, in which case a reliable affidavit of current compliance is all that is required.
- b. Copies of supporting information gathered in support of occupancy verification may be segregated in a separate file and are considered confidential and not generally available for public inspection. They are created for the sole purpose of complying with HOPA and are to be kept separate from the general or resident files that may be widely accessible to employees or other residents.

## **55 Year Age Restriction Policy for Medina Ridge Condominium Association, Inc. (aka MRC)**

- c. A summary of occupancy surveys shall be available for inspection upon reasonable notice and request by any person.
6. Disclosure of 55 Age Restriction Policy
- a. Any Owner or Realtor who sells or leases real property in MRC shall disclose in the advertisements, purchase or lease documentation that MRC is a 55 year age restricted community under HOPA. (100.306). In the case of a lease of real property in MRC the lease agreement shall verify that at least one occupant is age qualified by specific current age or date of birth recorded in the lease agreement. (100.306 (a) 3).
  - b. A copy of this Age Restriction Policy shall be provided by every Owner/Seller/Lessor to any prospective buyer or lessee to read and acknowledge. This document is to be included as part of the Purchase or Lease documents.
  - c. Disclosure shall also be made to any persons permitted by the Owner or renter to occupy the dwelling unit as house guests in the absence of the age qualified Owner or renter. At least one house guest of such absentee Owner or lessee must be age qualified. The under 19 years of age occupancy prohibition rule also applies to such house guests.
  - d. Non-disclosure by the Owner/Seller/Lessor shall not prevent MRC from enforcing this age restriction policy against any Owner and renter for non-compliance.
  - e. All “For Sale” or “For Rent/Lease” signs in MRC, whether by Owner or by a Realtor, shall prominently display that this is a “55 YEAR AGE RESTRICTED COMMUNITY”
7. Enforcement
- a. MRC will vigorously seek any and all remedies available to it by law including, but not limited to, fines and liens against the offending Owner’s real property for non-compliance by the Owner, renter or house guests.
  - b. The reporting and enforcement procedures for non-compliance shall be through the on-site property management office.

**55 Year Age Restriction Policy  
for Medina Ridge Condominium Association, Inc. (aka MRC)**

**ACKNOWLEDGEMENT OF AGE QUALIFIED OCCUPANCY**

**The undersigned (Buyer) (Lessee) has read the Medina Ridge Condominium Association, Inc. Restriction Policy and asserts that at least one occupant of the dwelling unit being purchased or leased herein shall be at least fifty-five (55) years of age or older.**

**Address of Dwelling Unit:** \_\_\_\_\_

\_\_\_\_\_  
Print names(s) of Buyer or Lessee

\_\_\_\_\_  
Print names(s) of Buyer or Lessee

\_\_\_\_\_  
Signature(s) of Buyer or Lessee

\_\_\_\_\_  
Signature(s) of Buyer or Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# MEDINA RIDGE CONDOMINIUMS FITNESS CENTER ACCIDENT WAIVER FORM

Anyone wishing to use any equipment at Medina Ridge Condominiums, such as the Fitness Center equipment, must adhere to the Rules and Regulations found in the Member Guide and agree to the following:

- *Medina Ridge Condominiums is not responsible for any damages or injuries sustained by a resident, resident's guest or vendor.*
- *Any damages to the property may be assessed back to the resident of Medina Ridge Condominiums.*
- *Consult your physician before using any equipment. Read and observe all posted instructions.*
- *All machines must be thoroughly cleaned by the user after use.*
- *If a resident has any questions, please contact the office at 763-235-2700.*

"I have read the above statement, including the Rules and Regulations, and I agree to observe them. This release is binding to my heirs, successors, and assigns"

Signed \_\_\_\_\_ Unit: \_\_\_\_\_

Date: \_\_\_\_\_







## MRC Key and Fob Form

Unit#: \_\_\_\_\_

### Fob & E- Key Information

Fob ID #: \_\_\_\_\_

Assigned To:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
E-mail:

\_\_\_\_\_  
Phone Number:

### Fob & E- Key Information

Fob ID #: \_\_\_\_\_

Assigned To:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
E-mail:

\_\_\_\_\_  
Phone Number:

Please see reverse side.

If additional fobs and E-Keys are purchased, complete the following:

**Additional Fob & E- Key Information**

Fob ID #: \_\_\_\_\_

Assigned To:

\_\_\_\_\_

Address:

\_\_\_\_\_

E-mail:

\_\_\_\_\_

Phone Number:

\_\_\_\_\_

**Additional Fob & E- Key Information**

Fob ID #: \_\_\_\_\_

Assigned To:

\_\_\_\_\_

Address:

\_\_\_\_\_

E-mail:

\_\_\_\_\_

Phone Number:

\_\_\_\_\_

This form should be completed in the office before any fobs or E-Keys are assigned or after unit is sold. The new buyer needs to complete this form within 10 days of closing.



## **Key and Fob Policy**

1. A record must be kept of keys assigned to PM staff. This includes the keys for the MRC office, utility rooms, mechanical rooms, water heater room, and any other locked MRC rooms. Keys to these rooms should not be assigned to any owner/resident.
2. E-keys and fobs are the property of the Association.
3. Initially, a fob and E-Key are issued at no cost to each owner/resident residing in a unit. Each fob and E-Key must be assigned to a person and contact information for each fob and E-Key must be kept on file in the MRC office.
4. An owner/resident may request additional fobs (but not E keys) to be assigned to a non-owner/resident. The MRC Key and Fob Form must be completed with the contact information for each fob, kept updated with that information and kept on file in the office. There will be a fee for each additional fob to be determined by the Board of Directors (BOD).
5. E-keys are restricted to owner/residents and must not be duplicated.
6. Lost or stolen E-Keys would require all exterior doors to be rekeyed. The cost to have the building re-keyed would be charged to the owner/resident responsible for the loss.
7. An owner/resident must notify the PM staff if a fob is lost or damaged. Replacement fobs will be charged to the owner/resident for the loss or damage caused by them. The MRC Key and Fob Form must be completed and kept on file for each new fob issued.
8. The PM/Office can turn the fob on or off via computer.
9. When a unit is sold, the seller must turn over all fobs, E-Keys, unit door keys, mailbox keys and storage room keys to the new buyer at closing. The buyer must complete the MRC Key and Fob Form for each new fob and E-Key received from the seller. Failure to do so by the buyer will result in the fobs being turned off by the PM office after ten (10) days from the date of closing. The buyer may complete the MRC Key and Fob Form prior to closing.

**PREVENTATIVE MAINTENANCE PLAN  
MEDINA RIDGE CONDOMINIUM ASSOCIATION INC.  
ADOPTED: JUNE 13, 2018**

WHEREAS, Minn. Stat. §515B.3-107(b) provides as follows: “The association’s board of directors shall prepare and approve a written preventative maintenance plan, maintenance schedule, and maintenance budget for the common elements. The association shall follow the approved preventative maintenance plan. The association’s board may amend, modify, or replace an approved preventative maintenance plan or an approved maintenance schedule from time to time. The association must provide all unit owners with a paper copy, electronic copy, or electronic access to the preventative maintenance plan, the maintenance schedule, and any amendments or modifications to or replacements of the preventative maintenance plan and the maintenance schedule. If a common interest community was created on or before August 1, 2017, the association's board of directors shall have until January 1, 2019, to comply with the requirements of this subsection”;

Now therefore be it resolved, that the Board of Directors hereby prepares and approves the following:

1. Preventative Maintenance Plan. The Association shall maintain the Common Elements in accordance with the Association’s governing documents and Minn. Stat. §515B.3-107(a).
2. Maintenance Schedule. The Association shall periodically inspect and maintain the Common Elements, as needed, to comply with the Preventative Maintenance Plan.
3. Maintenance Budget. The budget for the Association’s obligations pursuant the Preventative Maintenance Plan shall be incorporated into the Association’s Annual Operating Budget, which budget shall be adopted according to the terms of the Association’s governing documents.

The Association shall provide all unit owners with a paper copy, electronic copy, or electronic access to this preventative maintenance plan, the maintenance schedule, and any amendments or modifications to or replacements of the preventative maintenance plan and the maintenance schedule.

The foregoing has been approved by the Board of Directors of the Association by a majority vote duly held in accordance with the Bylaws.

Dated this 13<sup>th</sup> day of June, 2018.

By:   
[Signature of Officer]

Its: President  
[Title of Officer]



## MRC Reimbursement Request Form

Date: \_\_\_\_\_

Pay to: \_\_\_\_\_

Address: 100 Clydesdale Trail, Medina, MN 55340 Unit #: \_\_\_\_\_

Description: \_\_\_\_\_

Amount requested: \_\_\_\_\_

Committee: \_\_\_\_\_ Line item #: \_\_\_\_\_

Signature: \_\_\_\_\_

Date needed: \_\_\_\_\_

Committee Treasurer: \_\_\_\_\_ Date: \_\_\_\_\_

MRC Treasurer: \_\_\_\_\_ Date: \_\_\_\_\_

## Medina Ridge Condominium Association Repair/Replacement Responsibility Policy

The following are examples of the most common items in/around your unit, which occasionally need repair, or replacement. This list states whether the Association or the Owner is responsible for the cost of the repair. If questions arise, call the Office at (763)235-2700.

Association	Owner	Item
		<b>Electrical</b>
	X	Repair electrical fixtures (wall outlets, switches, panels, breakers, ballast, and starters)
	X	Thermostats
	X	Bathroom fan
	X	Bulbs, Fluorescent tubes and Batteries
X		Smoke – CO detectors installed by MRC
		<b>Plumbing</b>
	X	Faucet leaks
	X	Faucet replacement
	X	Kitchen sinks, lavatories, bathtubs (fittings, traps, etc.)
	X	Plumbing stoppage (clogs)
	X	Toilet seat
	X	Toilet
	X	Tub
	X	Shower
	X	Shower doors
	X	Stoppers in sinks, tub
	X	Installation of catch pans (under washing machine)
		<b>Appliances</b>
	X	Disposal
	X	Dishwasher
	X	Refrigerator
	X	Ice maker
	X	Stove
	X	Stove hood
	X	Microwave
	X	Washer
	X	Dryer



**Medina Ridge Condominium Association  
Repair/Replacement Responsibility Policy**

Association	Owner	Item
		<b>Other/Miscellaneous</b>
	X	Broken or cracked windows & screens (1)
	X	Sliding glass door
	X	Ceilings (exception; if damage is caused by plumbing inside walls or roof)
	X	Repair hanger holes
	X	Repair/replacement of existing bath accessories (soap dish, glass holder, towel bars etc.) Not added, or upgraded items
	X	Cabinets
	X	Grab bars
	X	Interior doors and locks, closet doors, hinges, catches
	X	Interior doors that will not open or close
	X	Replace door bumpers and stops
	X	Shower door sweeps
	X	Diffuser light panel
	X	Appliance leaks
	X	HVAC Units (Comfort-pack)
	X	HVAC filters
X		Unit entry door
	X	Re-key locks
X		Self-closing hinges
	X	Bathroom exhaust vents
	X	Deck board repairs including sealing
	X	Flooring/carpeting
	X	Cabinet/Counter/Mirror
		<b>Common &amp; Limited Common Area</b>
X		Common Area Heating & A/C
X		Ceiling Water Damage Caused by Roof Leak
X		Water Damage From Pipes in Wall
X		Structural Cracks
X		Dryer Vent Cleaning

*(1) Damaged or broken windows and screens caused by a natural disaster or vandalism would be covered by the MRC Master Policy, less the deductible*

## **Replacement and Operating Reserve Policy for Placing Items in Reserves**

1. Before placing any new item in the Replacement or Operating Reserves it must be approved by the Board of Directors.
2. To place an item in the Replacement Reserve it must have a replacement cost of at least \$5,000.00 and a useful life of at least 5 years.
3. To place an item in the Operating Reserve it must have a cost of at least \$3,000.00 and estimated years to project of at least 3 years.



## New MRC Resident Information

**Unit#:** \_\_\_\_\_

**Owner/Resident Name(s):**

\_\_\_\_\_

\_\_\_\_\_

**Phone Numbers:** Please put initial by if more than one is entered.

\_\_\_\_\_

\_\_\_\_\_

**E-mail Addresses:** Please put initial by if more than one is entered.

\_\_\_\_\_

\_\_\_\_\_

**Phone Number to link for Front Door Security:**

\_\_\_\_\_

**Emergency Contacts:**

Name	Relationship	Phone Number
------	--------------	--------------

_____	_____	_____
-------	-------	-------

**General Information:**

\_\_\_\_\_

Car Year, Make, Model, Color and License Plate#:

\_\_\_\_\_

Car Year, Make, Model, Color and License Plate#:

**By signing below, you give MRC permission to add your contact information to the MRC Telephone List For Resident Use Only.**

---

Signature of Owner/Resident:

---

Signature of Owner/Resident:

---

Date:

**Please return this sheet to the Office or put in the Office cubby in the mail area.**

## Ridge Room Policy For Private Parties

Ridge Room reservations may be made by a resident in the MRC office during regular office hours. There is a fee for the use of the Ridge Room payable by check in advance in the MRC office. The check should be payable to MRC.

Due to the possibility of multiple requests for the Ridge Room around the holidays (Thanksgiving, Christmas week, week between Christmas and New Year), names of Owners/Residents requesting reservations will be taken 60 days prior to That holiday week. Residents must confirm reservation request 30 days before the holiday week. If there is more than one (1) request for a date, a lottery will be held. Owners/Residents will be notified if their request is granted.

First priority for use of the Ridge Room is MRC related events & activities on a first come, first served basis.

Reservation times should be limited to five hours or less, ending no later than 8 p.m. on weekdays and 10 p.m. on weekends.

Guests, including children, must remain in the Ridge Room at all times except to use the restrooms. Children are not allowed to play the piano or piano keyboard.

The maximum capacity allowed for the Ridge Room is 103 persons, according to the Fire Department ordinance.

Alcohol may be served, but not sold. No one under the age of 21 may be served alcoholic beverages. If alcohol is served, waivers must be signed by guests. See the MRC alcohol policy.

Sound producing devices may only be played at levels that do not disturb nearby residents.

Gambling is allowed for prizes only, not for money.

Accidental or intentional damage to the building, equipment, furniture or facilities caused by a resident, guest or agent during a resident's private party shall be repaired or replaced at the Owner's expense. Additional cleaning services required due to actions of a resident, guest or agent will be charged to the Owner.

Security is the responsibility of the Owner/Resident. Someone should be stationed at the front door to allow entrance. The front door is **never** to be propped open.

## Ridge Room Policy For Private Parties

For access to the pantry, contact a Kitchen Committee member for admittance prior to the date of the event.

The tableware, utensils, dishes, cups, glasses, coffee pots, water pitchers, coffee servers and the dishwasher soap is all available to use. All items must be cleaned up after use.

The 2 large tables at the front of the room must be covered with a white flannel-backed tablecloth located in the pantry. There are several tablecloths available for use over this protective cover. When the Ridge Room is used, the tables must be protected even if no food is served.

Dish towels, dish cloths, pot holders, etc. may be used but you need to return them clean.

Owner/Resident/Guest must furnish all napkins, coffee and any paper plates you may want to use.

A utility cart is in the closet next to the kitchen. It can also be used to bring in food from the front door and to carry items to and from the barbeque grills.

Residents are responsible for Ridge Room cleanup after use.

Wipe off all the tables and chairs and return them to their original positions. Be sure all windows and patio doors are closed and locked and insert wooden dowels in the door jams.

To use the grills, sign up on the reservation sheet on the bulletin board in the kitchen. Spray PAM on the grill before use for easier cleanup of the grill. See that grills are cleaned after each use. Return utensils to their storage compartments. If the covers were on the grills before you used them, please put them back on again once you have finished and the grills have cooled off.

Keep recyclables separate from garbage/trash. Take recyclables and garbage/trash to the trash containers in the garage. Re-line all the garbage/trash containers with fresh liner bags found in the bottom drawer next to the refrigerator.

The Board of Directors may, at its discretion, deny a request for use of the Ridge Room.

Failure to comply with this policy may result in all guests being asked to leave the premises.

# **Service/Companion Animal Policy For Medina Ridge Condominiums**

## **Service Animal Policy**

1. The Federal Fair Housing act and other laws and regulations require that needed "reasonable accommodations" in rules, policies, practices or services be provided to persons with disabilities in order for them to have an opportunity for the full use and enjoyment of their housing. This policy sets out how a current or prospective Owner/Resident with a disability can request a reasonable accommodation from the Association pet rules for their service animal.
2. Service animals are not considered to be pets. A person with a disability uses a service animal as an auxiliary aid-similar to the use of a cane, crutches or wheel chair.
3. Service animals perform many types of services for those with disabilities. Here are some examples:
  - a. A guide animal serves as a travel tool for a person who is legally blind.
  - b. A hearing animal alerts a person who significant hearing loss or who is deaf when a sound occurs, such as a ringing alarm or a knock on the door.
  - c. A service animal helps a person who has a health disability. Duties may include carrying, fetching, opening doors, ringing doorbells, activating elevator buttons, steadying a person while walking, helping a person up after a fall, etc.
  - d. A seizure response animal assists a person with a seizure disorder. The animal's service depends on the persons needs. The animal may go for help, or may stand guard over the person during a seizure. Some animals have learned to predict a seizure and warn the person.
4. While some might have a fear of dogs or other animals, this fear does not amount to a disability, housing provider need not "accommodate" the fear. For most people with allergies, the presence of an animal will cause only minor discomfort from the occasional encounter with an animal.
5. Limitations on the size, weight and type of pets allowed do not apply to service animals. Service animals may be any type of animal and any breed, size or weight, and an accommodations may involve more than one service animal.
6. Because a service animal is not a pet, a disabled Owner/Resident who uses a service animal is not required to make a pet deposit. The resident is liable for any damage the animal actually causes.
7. The Owner/Resident has the responsibility to care for and supervise the service animal. The Owner/Resident must maintain full control of the animal at all times. This generally means that while the animal is in common areas, it is on a leash or otherwise in the direct control of the animal handler. In addition, some types of service animals may need to be in a carrier when in the common areas. When in the presence of others, the animal is expected to be well behaved (not jumping on or nipping at people, not snarling or barking, etc.).

## **Service/Companion Animal Policy For Medina Ridge Condominiums**

8. The Owner/Resident/Handler is responsible for the proper disposal of animal waste-
  - a. Never allow the service animal to defecate on any property, public or private (except the Owner/Resident's own property), unless the Owner/Resident immediately removes the waste.
  - b. Always carry equipment sufficient to clean up the animal's feces whenever the animal is in the common areas or off the Owner/Resident's property.
  - c. Properly dispose of waste and/or litter.
  - d. If you need assistance with cleanup, make arrangements for such help through family, friends or advocates.
  
9. If a service animal is unruly (aggressively jumping on people, nipping, or other harmful behavior), the Property Manager/Administrator may ask the Owner/Resident/Handler to remove the animal from the immediate area. If the animal's improper behavior happens repeatedly, the PMA may tell the Owner/Resident/Handler not to bring the animal into any common area until significant steps have been taken to mitigate the behavior. Mitigation can include refresher training for both the animal and the Owner/Resident/Handler.

### **Guidelines for Owners/Residents Requesting a Reasonable Accommodation for a Service Animal**

10. Owners/Residents requesting reasonable accommodations for a service animal shall submit a written request to the Association. The Association through the PMA will process the request and provide written response to the requester as to the Board of Directors approval, or denial of the request,
  - a. **WRITTEN REQUEST**

The PMA can provide a form for submitting a request. The requester, either an Owner/Resident or a prospective Owner/Resident, shall ask for an accommodation for their disability. The person submitting the request is not required to disclose their disability.
  
  - b. **COMPLETING THE REQUEST**

The requester must provide written verification that they have a disability and that the accommodation is necessary to give the current or prospective Owner/Resident equal opportunity to use and enjoy the community. The person submitting the request should obtain a signed letter on professional letterhead from their Healthcare or mental health provider to the Association answering the following questions.

    - i. Is the person disabled as defined by the fair housing laws?
    - ii. In the Healthcare provider's professional opinion, does the person need the requested accommodation (use of a service animal or other factors in accommodation being requested) to have the same opportunity as a non-disabled person to use and enjoy the housing community?



# **Service/Companion Animal Policy For Medina Ridge Condominiums**

The Association has a form letter that can be used to provide the information they need from the healthcare provider in order to act on the request. Owners/Residents or prospective Owners/Residents should obtain this form and have their healthcare provider enter the necessary information.

c. **RESPONSE TO REQUEST**

The Association will respond to the request in writing within 14 calendar days after it is submitted. If the Association requires additional information it will notify the person requesting the reasonable accommodation in writing, and after responses to all requests for additional information have been received the Association will have an additional 10 days to provide a written response to the requested.

d. **REQUESTER DOES NOT AGREE WITH RESPONSE:**

If the Owner/Resident or prospective Owner/Resident believes that the Association Office is not handling their request for a service animal properly, they should immediately report this to the President of the Association or the Management Company (if applicable).

## **Service Animals- Awareness Guide for Association Residents and Staff**

**11.** The Board of Directors should ensure that all Owners/Residents and staff are aware of the policies and rules that apply to service animals:

- a. Service animals may accompany their Owner/Resident/Handler at all times and everywhere on the property except in the kitchen.
- b. Do not touch or pet a service animal. Petting a service animal when it is working distracts the animal from the task at hand.
- c. Do not feed a service animal. The animal may have specific dietary requirements. Unusual food or food at an unexpected time may cause the animal to become ill.
- d. Do not deliberately startle a service animal. Avoid making noises at the animal (barking, whistling, etc.)
- e. Do not separate or try to separate a Owner/Resident/Handler from their service animal.
- f. Avoid initiating conversation about the service animal, the Owner/Resident's disability or other service animals one has known. If you are curious, you may ask if the Owner/Resident/Handler would like to discuss it, but be aware that many people with disabilities do not care to share personal details.
- g. Remember, not all disabilities are visible. The nature of the person's disability is a private matter, and you are not entitled to inquire for details.
- h. If other Owners/Residents want to know why the Association has made an exception to its pet rules, simply state it was done to comply with the Fair Housing Act, which protects persons with various disabilities against discrimination.
- i. Service animals do not need to wear any special identifying gear, such as tags, harnesses or capes. Owners/Residents with service animals are not required to carry any paperwork documenting the animal as a service animal.
- j. An Owner/Resident may train his or her own service animal and is not required to provide any information about training or the specific tasks the animal performs

# SPENDING POLICY

## Medina Ridge Condominiums

### Purpose of the policy

- To put in place adequate controls and authorization for the association's spending
- To provide board, committees, members and staff with a framework for spending on behalf of the association
- To ensure the association meets budget projections.

### Definitions

A **purchase** is any commitment to buy goods or services, or have work done at the association's expense.

**Expenses** are either discretionary or non-discretionary:

The association can control or choose to spend money on **discretionary** items, or not. For example, it can decide each year to plant some trees, paint the common areas, or hire personnel/vendors. Even though an expense is defined as discretionary for purposes of this policy, it may still be critical to the association's operations.

You have no choice when it comes to **non-discretionary** expenses. You must pay the utilities and contacts for common area upkeep and renew your insurance.

**Emergency expenses** are unbudgeted purchases of work or materials that must be made immediately because a delay can:

- result in property damage
- endanger the safety of people or property, or
- Disrupt essential services to members.

#### A. Board & Staff

1. The Property Manager, President, and Vice-President of the Board have the authority to purchase item(s) or service(s) up to \$1,000 in the event of an **EMERGENCY**. This expenditure must be disclosed at the next Board meeting. The Board must approve spending on unbudgeted items over \$1,000 before the purchase is made. If the item/service amounts are over \$5,000, five quotes/proposals must be obtained before awarding the project. If only three bids are obtained, they can be evaluated by the Board. The information will be presented to the Board for their review and consideration with consultation from the Finance Committee. Upon approval by the board the item/service will be activated.

## SPENDING POLICY

### Medina Ridge Condominiums

2. In case of extreme emergency (fire, windstorm, water leak, gas leak etc) the Property Manager will proceed immediately to remedy the problem. In the Property Managers absence, the President or Vice President will proceed. In case of an emergency needing action within 12 hours, the Property Manager, President, or Vice President can act without Board approval. Any action under these circumstances must be reported to the Board and made known to the membership at the next Board meeting. Item of repair/replacement that can wait more than 12 hours should be presented to the Board for their approval as soon as feasible and communicated to the membership

#### B. Committees

1. There are three sources of funding available to committees, namely approved budgeted funds, funds generated from fund raisers and gifts.
2. Budget requests are paid through the operating account. Approved budgeted funds are to be used as stated on the request that is submitted by the Committee. If a committee finds a need to alter what was planned, there must be a majority approval from the Committee. This approval must appear in the committee's minutes as well as go before the Board for approval. If a change is \$100 or less the committee again must have a majority vote that is reflected in the committee minutes but would not be required to seek approval from the Board. However, the change must be communicated to the Board.

Committees that request budgeted funds **must** have a treasurer who tracks all money spent by the committee so expenses do not exceed the budgeted amounts. If a committee member wants to make a purchase and wants reimbursement, they should submit a Reimbursement Request Form that is approved by the committee treasurer ensuring that there are sufficient funds available for the reimbursement prior to making a purchase. No reimbursement will be considered/or given if procedure for purchases are not followed.

3. Committee funds from Fund Raisers. These funds would be deposited and paid through the committee's bank account and can be used to help achieve the goals of the committee. The use of these funds must be approved by the majority of the committee and reflected in the committee minutes and communicated to the Board.
4. Gifts Given to Committees – Donated and raised funds should be spent on items that will benefit the majority of the membership or beautify our facility. One committee can give money to another committee without Board approval but must have the majority approval of the committee and this approval must be reflected in the committee minutes.
5. If there is a new item/service that exceeds, or is not in the current budget, the request for the expenditure along with the information will be presented to the Board for their review and consideration with consultation from the Finance Committee. Upon approval by the board the item/service will be activated.

**SPENDING POLICY**  
**Medina Ridge Condominiums**

6. Funds budgeted, but not used **DO NOT** carry over to the following year.

**C. Capital/Reserve Requests/Expenditures**

1. Any money put in the budget for any capital improvements or reserve items must have a formal bid from a qualified vendor so that proper project information and factual pricing exists. This must be presented to the Board for their review, consideration, and approval prior to the item being placed in either the budget, or the reserves.