

MASTER RULES

Victor Gardens

**Exhibit D
to**

Victor Gardens Master Disclosure Statement

MASTER RULES

VICTOR GARDENS COMMUNITY ASSOCIATION

INTRODUCTION

It is important that we preserve the living and architectural style that Victor Gardens represents. The goal of these Master Rules is to provide reasonable, practical guidelines for the operation of the Victor Gardens Community Association (the "Association"), which governs Victor Gardens. Residents and guests are obligated to comply with these Master Rules and the Master Association's Governing Documents. The Board of Directors of the Master Association may approve other Master Rules based upon authority contained in Section 3.10 of the Master Declaration. References to the Master Association mean the Master Board acting for and on behalf of the Master Association. The terms used in these Master Rules have the same meanings as set forth in Section 1 of the Master Declaration.

GENERAL USE REGULATIONS

1. 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 Victor Gardens. The cost of repair of damage to the Property resulting from the acts of Owners and Occupants and their guests may be assessed against the Owner's Unit.
2. Persons residing on or using the Property are obligated to comply with all applicable laws, ordinances and regulations of any governmental authority. If charged with a violation by a governmental authority, the Owner or Occupant shall 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.
3. Victor Gardens is designed to be a residential community. Business or commercial activity may not be conducted at Victor Gardens, except for any limited or incidental activities expressly permitted in the Master Governing Documents or Village Governing Documents.
4. For health reasons, garbage and refuse should be placed in leakproof trash bags and deposited in designated trash receptacles. Municipal regulations regarding garbage pickup apply.
5. Flammable substances may not be kept on the Property except in safe containers. No inherently dangerous items such as explosives may be kept at Victor Gardens at any time.
6. Except as expressly permitted by law, firearms, airguns and other devices designated to fire a potentially lethal projectile may not be discharged or carried on the Property, except for carrying the device to and from a vehicle for purposes of transporting the device.

7. Persons authorized by the Board may enter the yard areas of the Units and Village common elements 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 yard areas of the Units and Village common elements upon reasonable advance notice for purposes of maintaining, repairing and replacing Common Elements, Village common elements (if any) or those parts of the Units (if any) which the Association is obligated to maintain.

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

USE OF MASTER COMMON ELEMENTS

1. Master Common Element parks, pool and other amenities are for the general use of all residents. We ask that you be considerate of the rights of other residents.

2. Please use your best efforts to prevent the Master Common Elements from becoming unsightly. Personal property or discarded items may not be stored, dumped or otherwise left on the Master Common Elements.

3. Walkways, trails, alleys and other portions of the Master Common Elements used for access to and from the Units or public areas, may not be obstructed or used for storage, activities or for any purpose other than access and authorized recreational purposes.

4. Residents and their guests should not interfere in any manner with common utilities, equipment, systems or structures on the Property.

5. In order to preserve the aesthetic character and beauty of the Property, all plants, trees, landscaping and topsoil on the Master Common Elements must be left undisturbed, except for routine maintenance.

ARCHITECTURAL MATTERS

1. No Person may modify, remove nor change the appearance of any part of the Master Common Elements or the exterior of any Unit, Dwelling, building containing one or more Dwellings or Accessory building, except in accordance with the architectural requirements set forth in Section 8 of the Master Declaration.

2. Identification signs or displays of any kind may not be placed anywhere on the Property except as expressly permitted by the Master Declaration or as otherwise approved by the Master Board.

3. No antenna may be installed on the Property except: (i) one antenna one meter or less in diameter for the purpose of receiving direct broadcast/satellite service or video

programming services, or (ii) any antenna for receiving television broadcast signals, may be installed in a Unit, as permitted or restricted by statutes, rules, regulations and requirements of governmental authorities having jurisdiction. Antennas should be installed so as to minimize their visibility from the street side of the Unit and otherwise camouflage the antenna's appearance, unless such requirements would (i) unreasonably delay installation, or (ii) unreasonably increase the cost of installation, maintenance or use of the antenna, or (iii) preclude reception of an acceptable quality signal. The Master Board, or a committee appointed by it, shall have authority to impose other, reasonable requirements consistent with law. The Owner shall be responsible for the installation and maintenance of the antenna and related equipment, and for any damage to the Property arising out of the installation, maintenance or use of the antenna.

UTILITIES

Except as set forth in the Master Declaration or the Village Governing Documents 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.

VEHICLES AND PARKING REGULATIONS

1. Garages may not be used for any purpose which would prevent the parking of a full-size car in each garage stall.
2. Boats, trailer, motorcycles, mobile homes, campers or other recreational vehicles or equipment, regardless of weight, and other vehicles in excess of 3/4 ton in weight, shall not be parked, stored or allowed to remain on any part of the Property or on public streets within the Property for more than 48 hours except within the confines of an enclosed garage or Accessory Building storage area.
3. Inoperative or unlicensed vehicles and recreational equipment may not be left anywhere at Victor Gardens, except in the owner's garage. All vehicles required by law to be licensed or registered must have current registration and license tags, as applicable.
4. Outside parking may be limited during periods of snow removal or maintenance.
5. No Person shall perform maintenance, repair or restoration work on any vehicle in Victor Gardens except on their own vehicles, and then only (i) within garages or (ii) for emergency repairs.
6. Commercial vehicles shall not be parked or stored in Victor Gardens except (i) on a temporary basis in connection with construction work on a Unit, or deliveries and (ii) one pick-up truck or one utility truck regularly used in the Occupant's business or employment.
7. Parking and storage upon Alleys or private streets is prohibited except in those areas designated by appropriate signage as permitting parking.

ADMINISTRATION

1. Waivers from the provisions of these Master Rules for specific situations may be granted by the Master Board for good cause shown if, (i) in the judgment of the Master Board the waiver will not violate the Master 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 circumstances exist.

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

VIOLATIONS/HEARINGS

When there is a violation of these Master Rules or the Master Governing Documents, the Master 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, and the correction of any condition in or on the Master Common Elements, a Unit or Village common element which violates the Master Rules or Master Governing Documents. Prior to the Master Board imposing a fine for any violation, the Master Board shall, upon written request of the violating Owner, grant the Owner a fair hearing. Please refer to Section 11 of the Master Declaration for a complete discussion of the rights of an Owner with respect to hearings.

VICTOR GARDENS MASTER ASSOCIATION

Neighborhood Activity Center Rules and Regulations

**January 2005
Version 1**

VICTOR GARDENS MASTER ASSOCIATION NEIGHBORHOOD ACTIVITY CENTER RULES AND REGULATIONS

The Victor Gardens Master Association ("Association") seeks to promote a high quality of life and an enjoyable lifestyle complimented by recreation and interaction with fellow residents within the community.

This document, as written and amended, is intended to provide reasonable guidelines for use of Association-owned amenities with resident comfort, enjoyment, and safety as priorities. Resident involvement is paramount to the successful operation of the Association and the community of Victor Gardens. The "Commons" in this document refers to the common area owned by the Association which covers the Neighborhood Activity Center, parks and pool.

To take full advantage of your unique amenities, you are encouraged to become familiar with these Rules and Regulations, the Declaration of Victor Gardens as well as the Articles of Incorporation and Bylaws of the Association.

The Association Board of Directors reserves the right to amend the Rules and Regulations at any time. Residents will be informed of any changes or additions. Please verify that you have the most current adopted Rules and Regulations.

I. GENERAL FACILITY RULES

A. ACCESS KEYS. Each household in the Association shall be given one access key to enter the pool deck.

1. If your key is lost or stolen a replacement key will be re-issued for a fee of \$40.00.
2. Residents are not allowed to let guests use the key without accompanying them.

If a resident desires to reserve the Neighborhood Activity Center they will be given a temporary key for the date of their event. See attached "Reservation Agreement Form".

B. SMOKING. All facilities are designated smoke free.

C. ALCOHOLIC BEVERAGES. Consumption of alcoholic beverages in the Neighborhood Activity Center must be done with discretion. Alcoholic beverages are NOT allowed at the pool. Drunkenness is not condoned or allowed. Intoxicated individuals will be asked to leave the facility and immediate area. Repeat violation of this rule will be subject to permanent disbandment of the Commons. Absolutely no consumption will be allowed by minors; in the circumstance that there is underage drinking, the police will be contacted.

D. GUESTS. Aside from personal reservations, the Board's intent is to make the facilities exclusively available to the residents of the Association. Residents must always accompany guests when at the pool. The number of guests allowed is limited to 4 per household for the pool. The pool areas are NOT available for private parties.

E. DELINQUENT FEES. If a resident is delinquent paying Association fees or charges they may lose their rights to use the commons areas.

- F. AGES. To help in creating an environment that is safe and enjoyable by all, an adult must accompany children under the age of 14 when at the pool.
- G. CONDUCT. All persons must conduct themselves in a civil and courteous manner at all times and must not jeopardize or interfere with the rights and privileges of others. Loud, profane, indecent or abusive language is prohibited. No person's actions shall compromise the safety of another. All persons using the facility shall obey all safety rules and shall cease unsafe activity when directed to do so by the staff. The Association reserves the right to revoke anyone's privileges to the Commons for exhibiting inappropriate conduct or unlawful offenses. PLEASE REMEMBER THAT THE ASSOCIATION OWNED AMENITIES ARE FOR THE USE AND ENJOYMENT OF ALL MEMBERS.
- H. MEMBER RESPONSIBILITIES. All members are responsible for themselves and their guests with regards to conduct and cleanliness at any of the Association-owned amenities. If a member or member's guest uses inappropriate behavior, member privileges may be revoked. If a member or a member's guest damages or does not properly clean an area they had used, the member will be responsible for all costs associated with repair/replacement/clean-up.
- I. PETS. Pets are to be on leashes at all times. Dog walkers will be responsible for "cleaning up" after their pets. Pets (except for Assistance Animals) are not allowed in the pool area or the Neighborhood Activity Center.
- J. HOURS OF OPERATION.
1. The Neighborhood Activity Center hours are daily from 8:00 am–10:00 pm.
 2. The pool hours are daily from 10:00 am–9:00 pm during pool season. The Board will determine what date the pool opens and closes.
- K. KITCHEN. The kitchen is furnished with a refrigerator, dishwasher and microwave. Please observe the posted Guidelines regarding the use of the Kitchen and respect those areas in the kitchen so marked. Table confetti of any sort is not permitted in the facility. Balloons must be weighted and removed from the room when event is completed. Any loose balloons must be retrieved.
- L. POOL BATHROOM FACILITIES. Personal showers are available for member use only in conjunction with the use of the pool or in a medical emergency.
- M. PARKING. There is parking at the Neighborhood Activity Center. Overnight parking of vehicles is not permitted. The Association shall have the right to remove any such vehicle. No trailers, boats, buses, motor homes, campers, snowmobiles or any other types of recreational vehicles shall be parked in the Commons area. There shall be no vehicles "For Sale" parked in the Commons area. Any vehicle parked for more than 24 hours will be towed at the owner's expense.
- N. BICYCLE STORAGE. A bicycle rack is provided at the pool. The Association is not responsible for the security or theft of bicycles. Residents are required to provide their own lock. Management will remove any bicycles that are secured for more than 24 hours. Securing bicycles to fences or light posts is NOT permitted. Bicycles are not permitted in the Neighborhood Activity Center and within the pool area.

II. NEIGHBORHOOD ACTIVITY CENTER RESERVATION PROCEDURES

A. It is the Policy of the Association to make the facility space available on the basis of the following:

1. The Developer and Member Owners may reserve the facility for a personal event as long as the room is not scheduled for another event. A damage deposit is required, see attached exhibits.
2. Member Owners of the Association who are reported delinquent on dues, fees or charges are not permitted to reserve the facility. Privileges will be reinstated following the payment of outstanding fees.
3. The Neighborhood Activity Center will not be available for use by non-members groups, businesses, or organizations unless they are involved in an event or sponsorship by the Developer, Association or a service of benefit to the residents or Developer.
4. A Resident may at any time schedule up to 6 events during a 3 month period. If additional days and times are requested, the resident would be free to make additional reservations based on a first come, first served basis.
5. Reservations should be requested a minimum of 2 weeks prior to the event and will not be considered more than 6 months prior to the event.
6. In the case of a conflict in requests from two different authorized users, the time of receipt of the Facility Request/Reservation Agreement by Community Development will determine the priority of assignment.
7. While every effort will be made to honor each reservation, the Association reserves the right to adjust/change reservations as deemed necessary.

B. PROCEDURE FOR RESERVING A FACILITY.

1. Check Association's Intranet and view the community calendar to see if the facility is available for the date you are requesting. You can also contact the Association's Community Management firm, Community Development. The specific contact at Community Development is Zaq Winspear, he can be reached at 763-746-8120 ext. 19 or via email at zwinspear@developcommunity.com
2. Complete a Neighborhood Activity Center Reservation Agreement and mail or fax it to Community Development. The Reservation Agreement can be found on the Intranet. The Reservation Agreement includes a Liability Waiver agreed to by the resident reserving the facility. See attached exhibits.
3. A credit card number is required as a damage and clean-up deposit. See attached exhibits. The credit card will only be used in the event that there is damage or incomplete clean up by the reserving party.
4. Prior to the event Community Development will mail you a key and written instructions and forms that you will need to follow to ensure that you are not charged a clean up fee. See attached exhibits.

5. Damage/Clean Up Assessment: If an event causes damage or loss, if additional clean up is required, or exceeds hours stated on the original reservation form, the user will be subject to additional fees.
6. Following the event you must return the key and completed forms. The keys and completed forms must be placed in the "drop box" which is mounted to the outside of the Neighborhood Activity Center. If there is no additional clean up needed, no damages to the facility, and the key and forms completed and returned correctly, the resident will not be charged any fees.
7. If the key is lost, or the forms are not filled out correctly and returned, or there is damage to the facility, or there is additional cleaning required, the resident will be charged for all applicable costs including but not limited to the administrative costs to organize and conduct the necessary work. The charges will be assessed to the credit card account that was provided on the Reservation Agreement. If the supplied credit card is declined, other legal payment collection methods will be utilized as authorized by the Association Declaration documents.

C. HOURS AVAILABLE FOR RESERVATION.

1. Reservations must be a minimum of one hour and a maximum of four hours.
2. The Neighborhood Activity Center hours are daily from 8:00 am-10:00 pm.

D. FOOD AND BEVERAGES.

1. Kitchen Use. Those reserving the facility may use the facility utensils and serving items that are available. We suggest you view the kitchen to understand what is provided and what you will need to supply. The party is responsible for thoroughly cleaning the items used and returning them to proper storage. Failure to do so or the use of non-permitted items may result in a fine being assessed.
2. Alcoholic Beverages. The sale of alcoholic beverages is prohibited in the Commons. Alcoholic beverages consumed in the Neighborhood Activity Center should be done with discretion. Drunkenness is not condoned and consumption beyond the State established legal limit is not allowed. Repeat violators of this rule will be subject to permanent disbandment of the Commons. Absolutely no consumption will be allowed by minors; in the circumstance that there is underage drinking, the police will be contacted. Alcohol is not permitted in the pool area.

E. DECORATIONS IN THE NEIGHBORHOOD ACTIVITY CENTER.

Decorations are not allowed to be affixed (nail, tape or tack) to the floor, walls, ceiling, or woodwork. In the event that this is done, the Association will charge the resident for all resulting damages. Balloons are allowed in the facility as long as they are weighted and tied. Balloons must be taken down when event is over. Confetti of any type is not allowed.

The Association reserves the right to revoke a resident's facility reservation privileges for not following the established Rules or Reservation Guidelines.

III. POOL RULES

A. The following Rules apply to the pool:

1. **THERE IS NO LIFEGUARD ON DUTY, SWIM AT YOUR OWN RISK.**
2. The swimming pool is for the exclusive use of the members of the Association and their guests. The maximum number of guests per household is four (4).
3. The Victor Gardens Master Association, its officers, directors and agents assume no responsibility for injuries.
4. Children under the age of 14 are required to be attended by an adult 18 years of age or older.
5. Lifejackets are required for those that are unable to swim.
6. Absolutely no diving, running, wrestling, horseplay or throwing objects in the pool.
7. Shower before entering the pool.
8. Persons who have infections or communicable diseases may not enter the pool.
9. Infants and toddlers who are not toilet trained must wear swim diapers.
10. No smoking, alcoholic beverages, food or glass bottles allowed in the pool area.
11. All pool toys must be removed from the pool each night. Toys left in the pool will damage the pools mechanical system.
12. Do not open the pool gate for anyone you do not know and/or for any child that is not accompanied by an adult.
13. Radio music, must be kept at an appropriate volume.
14. No pets allowed in the pool area.
15. Pool Hours: Daily, 10:00 am to 9:00 pm. (during pool season)
16. The Association reserves the right to revoke anyone's pool privileges for not following the Pool Rules.
17. The Board of Directors may amend these rules at any time, without notice. You can check the Intranet site for the most current and up-to-date rules or you can contact Community Development your Community Association management firm.

EXHIBIT A
VICTOR GARDENS MASTER ASSOCIATION
NEIGHBORHOOD ACTIVITY CENTER RESERVATION AGREEMENT

| | |
|----------------------|--|
| Homeowner's Name: | Address: |
| Home Phone Number: | Cell Phone Number: |
| Email Address: | Type of Event: |
| Date of Event: | Start Time: _____ End Time: _____ (1 hour Minimum and a 4 hour Maximum) |
| Name on Credit Card: | Type of Credit Card (circle): Visa Mastercard |
| Account #: | Expiration Date: |
| | Security Code (3 digit code on back): |

AGREEMENT

- I agree to accept full responsibility for the type of activity and the behavior of the participants and will assume responsibility for all loss or damage to the facility sustained in connection with the function stated in the above date and time.
- I will be responsible for my guests, family and myself in following the established Neighborhood Activity Center Rules established by the Board of Directors.
- I have received a copy of the current VICTOR GARDENS MASTER ASSOCIATION Neighborhood Activity Center Rules and Regulations. Homeowner Initials _____
- Liability Waiver: To the fullest extent permitted by law, Homeowner agrees to release, defend and indemnify Victor Gardens Master Association and its officers, directors, employees and agents from all claims, costs and liabilities arising out of or related directly or indirectly, to the Homeowner's and/or the Homeowner's guest's use of the Association's facilities or the Agreement.
- I agree to limit the maximum number of people for my event to 28, as stipulated by the local building officials.
- If the Homeowner's event is catered, the caterer shall be required to provide the Association with a certificate of Insurance reflecting adequate coverage in the sole discretion of the Association.
- I agree to complete the pre and post-event inspection checklists in their entirety.
- I agree that at the conclusion of my event I will deposit the key and the completed inspection forms in the lock box located on the outside of the Neighborhood Activity Center. If I lose the key I agree to pay for the costs to replace the key, including re-keying of the building and the corresponding administrative costs.
- If I do not complete the clean up properly as defined on the post inspection checklist, I agree to pay additional clean up costs at a rate of \$45.00/hour.
- If damage occurs, I will be responsible for the entire cost of repair and/or replacement at the sole discretion of the Board of Directors of the Association.
- I agree that if the Association is required to charge me for lost property, damaged property, improper clean up or administrative costs for the above items my credit card will be charged. I understand that I will be given written notification of the amount and reason for the charges.

I have read, fully understand and agree with this Agreement and the Victor Gardens Master Association Neighborhood Activity Center Rules and Regulations and will abide by them.

Homeowner Signature _____ Date _____

Completed forms should be mailed or faxed (763-746-8124) to: Zaq Winspear at Community Development - 7100 Madison Avenue West, Golden Valley, MN 55427

For Office Use Only

Processed by _____ Date _____

- _____ 1. Confirmed that date/time is available.
- _____ 2. Placed reservation on Intranet calendar.
- _____ 3. Placed reservation on Community Development Neighborhood Activity Center event tracking log.
- _____ 4. Informed homeowner of confirmed reservation.

EXHIBIT B
VICTOR GARDENS MASTER ASSOCIATION
NEIGHBORHOOD ACTIVITY CENTER
DAMAGE/CLEANING ASSESSMENT FORM

This form is to be filled out by the Community Manager or the Board of Directors only.

| | | |
|----------------------|---|-----------|
| Homeowner's Name: | Address: | |
| Home Phone Number: | Cell Phone Number: | |
| Email Address: | Type of Event: | |
| Date of Event: | Start Time: | End Time: |
| Name on Credit Card: | Type of Credit Card (circle): Visa Mastercard | |
| Account #: | Expiration Date: | |
| | Security Code (3 digit code on back): | |

Reason for Credit Card Charge

Description of Credit Card Charges

Cleaning Costs: \$45.00 per hour x _____ cleaning hours = Total Cleaning Cost: \$_____

Key Replacement Costs: \$_____ Administrative Costs: \$_____

Repair and/or Replacement of Damaged Property: \$_____

TOTAL FEES DUE TO THE ASSOCIATION: \$_____

In accordance with the Rules and Regulations of the Association your credit card was assessed for the above costs.

OR

_____ The property has been inspected and is in acceptable condition. No charges will be applied to your credit card.

If you have any questions regarding this issue please contact the Association's Community Manager, Zaq Winspear, at 763-746-8120 ext. 19 or via email at zwinspear@developcommunity.com

 Association Signature

 Title

 Date

EXHIBIT C
VICTOR GARDENS MASTER ASSOCIATION
PRE-EVENT INSPECTION CHECKLIST

This purpose of the pre-event inspection checklist is to confirm by inspection that the Neighborhood Activity Center is in proper order at the beginning of your event. During the pre-event inspection if you find that the facility is damaged or not properly cleaned you will need to document it on this checklist. Additionally, you will also need to contact the Community Manager, Zaq Winspear, immediately and leave a message on his voicemail identifying the issue. His number is 763-746-8120 ext. 19. Note, it is very important that you contact the Community Manager, as the voicemail you leave will be time stamped automatically and will serve as proof that the issue in question was not caused by your event. Failure to do so may result in costs for damages being assessed against your credit card.

Homeowner Name: _____

Event: _____

Upon your arrival immediately inspect the following items (initial each):

- _____ 1. All exterior doors and windows were locked upon your arrival.
- _____ 2. The floors were clean and vacuumed/mopped.
- _____ 3. Garbage cans were emptied and new bags were placed in them.
- _____ 4. The kitchen area was clean. Including all kitchen dishes and utensils.
- _____ 5. Tables and chairs were clean and wiped down.
- _____ 6. The bathrooms were clean and wiped down.

General Comments/Issues Found: _____

I certify that I have inspected the facility and documented all issues as noted on this checklist prior to the start of my event.

Homeowner Signature _____

Time/Date _____

**AT THE CONCLUSION OF YOUR EVENT PLACE THIS FORM, THE
POST INSPECTION CHECKLIST AND THE KEY IN THE LOCKBOX
MOUNTED ON THE OUTSIDE OF THE NEIGHBORHOOD ACTIVITY
CENTER**

**EXHIBIT D
VICTOR GARDENS MASTER ASSOCIATION
POST-EVENT INSPECTION CHECKLIST**

This purpose of the post-event inspection checklist is to provide you with a checklist of items that you are required to complete to ensure that you are not charged a cleaning fee. During the post-event inspection if you find that the facility is damaged as a result of your event you will need to document it on this checklist. Additionally, you will also need to contact the Community Manager, Zaq Winspear, immediately and leave a message on his voicemail identifying the issue. His number is 763-746-8120 ext. 19.

Homeowner Name: _____

Event: _____

Prior to leaving the facility you are responsible for completing the following items (initial each). The cleaning supplies can be found downstairs in the locked mechanical room. The key you have will open the door.

- _____ 1. All exterior doors and windows are to be locked.
- _____ 2. The floors are clean. Vacuum and mop as necessary.
- _____ 3. The garbage cans were emptied and new bags were placed in them.
- _____ 4. All garbage bags should be neatly tied and secured and placed in the main floor hallway.
- _____ 5. The kitchen area was cleaned. Including all kitchen dishes and utensils.
- _____ 6. The tables and chairs were cleaned and wiped down.
- _____ 7. The bathrooms were cleaned and wiped down.

General Comments/Damage Report: _____

I certify that I have cleaned the facility as required. Any damages to the facility my event caused have been documented on this form as well as by a voicemail I have left with the Community Manager.

Homeowner Signature

Time/Date

**AT THE CONCLUSION OF YOUR EVENT PLACE THIS FORM, THE PRE
INSPECTION CHECKLIST AND THE KEY IN THE LOCKBOX MOUNTED
ON THE OUTSIDE OF THE NEIGHBORHOOD ACTIVITY CENTER**

**WRITTEN MINUTES OF ACTION
BY BOARD OF DIRECTORS
OF
VICTOR GARDENS MASTER ASSOCIATION, INC.**

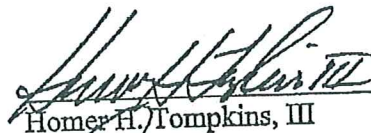
The following Resolution is hereby adopted by the undersigned being all of the Directors of Victor Gardens Master Homeowners' Association, a Minnesota non-profit corporation pursuant to authority granted by Minn. Stat. §317A.239.

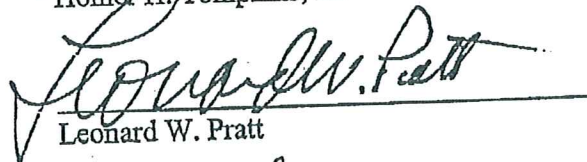
WHEREAS, the board wishes to establish of set of rules, regulations, and procedures governing the use of the Victor Gardens Master Activity Center & community swimming pool; and

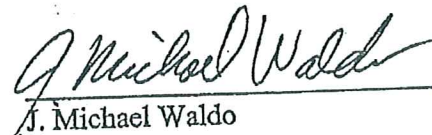
WHEREAS, the board has acquired and researched examples of such documents from other homeowner associations and drafted its own.

NOW, THEREFORE, BE IT RESOLVED, by the Victor Gardens Master Homeowners' Association board to adopt the attached set of rules, regulations, and procedures titled "Neighborhood Activity Center Rules and Regulations" with attached exhibits A-D and further identified as January 2005 Version 1, and hereby establishing the authority to revoke privileges and amend the rules from time to time as necessary.

The forgoing Resolution is adopted by the entire board effective immediately this 3rd day of January 2005.


Homer H. Tompkins, III


Leonard W. Pratt


J. Michael Waldo