

respective Lot Owners shall not remove, alter or damage the Berming and Landscaping with out the approval of the Architectural Review Committee. Damage to berming and landscaping caused directly or indirectly by the Lot Owner shall be repaired or replaced by, or at the expense of, the respective Lot owner. Except as otherwise provided in this section, berming and landscaping shall be repaired or replaced by the Association.

Section 3. Historical Farm Landscaping. The Historical Farm Landscaping installed on the rear and/or side yards of the Lots identified on Exhibit D must be maintained and, as required, repaired and/or replaced by the respective Lot owners. The Historical Farm Landscaping shall not be altered without the approval of the Architectural Review Committee.

Section 4. Storage Structures. In addition to the minimum standards applicable to permitted storage structures, storage structures placed on Lots must be set back a minimum of 30 feet from 97th Avenue and Noble Avenue rights-of-way and a minimum of 30 feet from the City of Brooklyn Park Historical Farm property line.

ARTICLE VIII ARCHITECTURAL REVIEW COMMITTEE

Section 1. New Improvements. No Residential Improvement shall be commenced upon any Lot by anyone except the Developer without the prior written approval by the Architectural Review Committee ("Committee") of the person who will actually perform the work and of the plans and specifications for the work.

Section 2. Changed Improvements. The exterior color, style, and materials of any structure on a Lot shall not be changed by anyone except the Developer without prior written approval by the Committee of the person who will actually perform the proposed work and of the plans and specifications for the work.

Section 3. Committee Members. The Committee shall consist of three individuals appointed by the Developer until the date the Developer no longer owns any Lot in Pinebrook Meadows. Thereafter the Committee shall consist of three individuals appointed by the Board of Directors of the Association.

Section 4. Committee Chairperson. The Committee shall appoint one of its members to be its chairperson. The chairperson shall call meetings of the Committee. A quorum of the Committee shall consist of two of its members. The committee may act upon the vote or written consent of any two of its members. The chairperson of the Committee is authorized to execute certificates of approval, notices of disapproval and similar instruments effectuating decisions of the Committee.

Section 5. Submission of Plans and Specifications. At least seven (7) days prior to work on a Lot is commenced, the Owner of the Lot shall submit to the Committee one complete set of

plans and specifications (including, without limitation, certificate of survey, grading and drainage plan, building elevations, building floor plans, exterior colors and materials, and landscaping plan).

Section 6. Review of Plans and Specifications. Within seven (7) days after receipt of plans and specifications, the Committee shall approve or disapprove them in writing. The Committee shall disapprove plans and specifications for one or more of the following reasons:

- a. **Non-compliance.** Non-compliance with this Declaration, municipal ordinances or other governmental regulations, or such standards or specifications, not inconsistent herewith, which the Committee may adopt and publish from time to time.
- b. **Incompatibility With the Lot.** Failure of the proposed Residential Improvement to be compatible with the Lot upon which it is to be built, in terms of topography, soils and existing vegetation.
- c. **Incompatibility With Pinebrook Meadows.** Failure of the proposed Residential Improvement to be compatible with the houses and other structures in Pinebrook Meadows, in terms of style, general size, height, and width, quality of construction, price range, obstruction of views and the orientation of improvements to the Lot.
- d. **Inadequate Information.** Failure of the plans and specifications to show all information necessary to evaluate the foregoing characteristics.
- e. **Failure to Meet Minimum Value.** Failure of the plans and specifications to demonstratively evidence to the Committee that the Lot and Residential Improvements on completion will meet the Minimum Market Value as required by this Declaration. "Demonstrable Evidence" shall include such information as the Committee may require, including, but not limited to bids, contracts, sworn construction statements and such other further information as the Committee may deem appropriate.

Section 7. Committee Approval. The Committee's approval of the builder and plans and specifications shall be stamped on all plans and specifications approved by the Committee. No application for a building permit for construction of residential improvements shall be made unless accompanied by plans and specifications approved and stamped as approved by the Committee.

Section 8. Variances. The Committee shall have authority to grant variances from the strict application of the requirements of this Article, or any standards or specifications adopted by the Committee pursuant to the authority contained herein, on the basis of hardship or similar grounds. Notwithstanding the Committee's right to grant variances, the Committee shall not be entitled to grant a variance to the Minimum Market Value requirement without written authorization from the City.

Section 9. Remedies Against Owners. If construction of or exterior changes to a Residential Improvement are commenced without the Committee's approval of the plans and specifications, or if construction of or exterior changes to a Residential Improvement are completed not in accordance with approved plans and specifications, any Owner of a Lot in Pinebrook Meadows may bring an action to enjoin further construction and to compel the Owner to conform the Residential Improvement with plans and specifications approved by the Committee. Any such action must be commenced and a notice of lis pendens must be filed within ninety (90) days after the date on which the certificate of occupancy is issued by the appropriate municipal authority, in the case of a house, or within ninety (90) days after the date of completion, in the case of any other Residential Improvement.

Section 10. Remedies Against Committee. In the event that the Committee and/or the members of the Committee shall fail to discharge their respective obligations under this Article VIII, then any Owner of a Lot in Pinebrook Meadows may bring an action to compel the discharge of said obligations. Any such action must be commenced within ninety (90) days after the date on which the certificate of occupancy is issued by the appropriate authority, in the case of a house, or within ninety (90) days after the date of completion, in the case of any other Residential Improvement. Such an action shall be the exclusive remedy of any Owner of a Lot for failure of the Committee and/or its members to discharge such obligations. Under no circumstances shall the Developer, the Committee or members of the Committee be liable to any person for damages (direct, consequential or otherwise).

ARTICLE IX
RIGHTS GRANTED TO THE CITY OF BROOKLYN PARK

Section 1. Purpose. The City has executed various agreements with and secured certain covenants from the Developer and has a continuing interest in the performance of those agreements and covenants. Further, the City is concerned that all conditions requested by the City are complied with and that the Property is developed and maintained in accordance with the plan contemplated by this Declaration.

Section 2. Release of Liability. The Developer, for itself, its successors and assigns and, by accepting a conveyance of a Lot, any Owner, for themselves, the Owner's family and invitees, release and shall hold harmless the City (including its elected and appointed officials, employees, servants and agents) from all liability for enforcement or for nonenforcement of this Declaration, and further expressly acknowledge that the City is not obligated to perform or to enforce performance by the Developer, the Association or others of any obligations contained in this Declaration.

Section 3. Performance of Work by the City. In the event the Developer or the Association, as the case may be, does not maintain or repair any Landscape Amenity, Open Space, Storm Water Pond Area, Wetland, or Landscaped Cul-de-Sac Islands within Pinebrook Meadows in a manner which is reasonably acceptable to the City, the City may, after thirty (30) days' advance