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BECKER COUNTY RECORDER
STATE OF MINNESOTA

Document No. 647519

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I hereby certify that the within
instrument was recorded in this office.

Patricia Swenson, County Recorder

By SKS Deputy

06-0757-511; 514; 516-518;
541; 542; 551-554; 561

**AMENDED DECLARATION
COMMON INTEREST COMMUNITY NUMBER 42
GRAND VIEW ESTATES OF NELSON LAKE CONDOMINIUM**

This Declaration is made in the County of Becker, State of Minnesota, on this 28th day of November, 2017 by Lakeside Estates, LLC, a Minnesota Limited Liability Company, hereinafter the "Declarant," pursuant to the provisions of Minnesota Statutes Chapter 515B, known as the Minnesota Common Interest Ownership Act (the "Act"), as amended, for the purpose of creating Grand View Estates of Nelson Lake Condominium, a planned community.

This Declaration replaces and supersedes all previously filed Declarations, Amended Declarations and Supplemental Declarations, including the following: (1) Common Interest Community Number 42 Grand View Estates of Nelson Lake Condominium Declaration dated February 15, 2005 and recorded May 2, 2005 as Document No. 523218; (2) Amendment to Common Interest Community #42, Grandview Estates of Nelson Lake Condominium Declaration dated October 31, 2005 and recorded November 3, 2005 as Document No. 530573; (3) First Supplemental Declaration of Common Interest Community No. 42, Grand View Estates of Nelson Lake dated February 22, 2008 and recorded March 3, 2009 as Document No. 556577; (4) Clerical Amendment to Declaration of Grand View Estates of Nelson Lake Condominium Declaration, Becker County Common Interest Community No. 42 dated May 20, 2011 and recorded May 27, 2011 as Document No. 588543; (5) Supplemental Declaration of Common Interest Community No. 42, Grand View Estates of Nelson Lake Second Supplemental Common Interest Community Plat dated April 9, 2013 and recorded April 16, 2013 as Document No. 606750; and (6) Declaration of Covenants, Conditions and Restrictions dated February 28, 2003 and recorded March 6, 2003 as document number 492944.

WHEREAS, Certain real property and improvements located in Becker County, Minnesota legally described on Exhibit A, attached hereto and incorporated herein by reference, has been submitted by Declarant (collectively the "Property") to the Act; and

WHEREAS, Declarant also owns the real property located in Becker County, Minnesota legally described on Exhibit B, attached hereto and incorporated herein by reference, (the "Additional Real Estate"), and Declarant has the option to add all or a part of the Additional Real Estate to the Property; and

WHEREAS, Declarant desires to establish on the Property, and any Additional Real Estate added thereto, a plan for a permanent residential community to be owned, occupied and operated for the use, health, safety and welfare of its resident Owners and Occupants and for the purpose of preserving the value, structural quality, original architectural and aesthetic character of the Property; and

WHEREAS, the Property is not subject to an ordinance referred to in Section 515B.1-106 of the Act, governing conversions to common interest ownership and is not subject to a master association as defined in the Act.

THEREFORE, Declarant makes this Declaration and submits the Property to the Act as a planned community under the name "Grand View Estates of Nelson Lake Condominium," initially consisting of the Units referred to in Section II, declaring that this Declaration shall constitute covenants to run with the Property, and that the Property and all Additional Real Estate added thereto shall be owned, used, occupied and conveyed subject to the covenants, restrictions, easements, charges and liens set forth herein, all of which shall be binding upon all persons owning or acquiring any right, title or interest therein and their heirs, personal representatives, successors and assigns.

SECTION 1 DEFINITIONS

The following words when used in the Governing Documents shall have the following meanings (unless the context indicates otherwise):

1.1 "Additional Real Estate" shall mean the real property legally described in Exhibit B, including all improvements located thereon now or in the future, and all easements and rights appurtenant thereto, which property Declarant has the right to add to the common interest community.

1.2 "Association" shall mean Grand View Estates of Nelson Lake Condominium Owners' Association, a nonprofit corporation which has been created pursuant to Chapter 317A of the laws of the State of Minnesota and Minnesota Statutes Section 515B.3-101, whose members shall consist of all Owners as defined herein.

1.3 "Board" shall mean the Board of Directors of the Association as provided for in the By-Laws.

1.4 "By-Laws" shall mean the By-Laws governing the operation of the Association, as amended from time to time.

1.5 "Common Elements" shall mean all parts of the Property except the Unbuilt Lots, Lots, and Units, including all improvements thereon.

1.6 "Common Expenses" shall mean and include all expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation, including

without limitation allocations to reserves and those items specifically identified as Common Expenses in the Declaration or By-Laws.

1.7 "Unit" shall mean a part of a building consisting of one or more floors, designed and intended for human occupancy as a single family residence. The Unit includes any garage attached thereto or otherwise included within the boundaries of the Lot or Unit.

1.8 "Eligible Mortgagee" shall mean any Person owning a mortgage on any Lot or Unbuilt Lot which mortgage is first in priority upon foreclosure to all other mortgages that encumber such Lot or Unbuilt Lot, and which has requested the Association, in writing, to notify it regarding any proposed action which requires approval by a specified percentage of Eligible Mortgagees.

1.9 "Governing Documents" shall mean this Declaration, and the Articles of Incorporation and By-Laws of the Association, as amended from time to time, all of which shall govern the use and operation of the Property.

1.10 "Lot" shall mean the area included within lot lines designated on a recorded plat on which a Unit has been constructed. An Unbuilt Lot becomes a Lot at that time that a Unit is built upon the Unbuilt Lot and the Lot area, exclusive of the Unit, is thereafter a Limited Common Element.

1.11 "Member" shall mean all persons who are members of the Association by virtue of being Owners as defined in this Declaration. The words "Owner" and "Member" may be used interchangeably in the Governing Documents.

1.12 "Human Occupant" shall mean any person or persons in possession of or residing in a Unit.

1.13 "Owner" shall mean a Person who owns a Unit or Lot, but excluding contract for deed vendors, mortgagees and other secured parties within the meaning of Section 515B.1-103(29) of the Act. The term "Owner" includes, without limitation, contract for deed vendees and holders of a life estate. Persons who have record title to Unbuilt Lots are not an "Owner" as that term is used in this Amended Declaration.

1.14 "Party Wall" shall mean the shared wall between two Units.

1.15 "Person" shall mean a natural individual, corporation, limited liability company, partnership, trustee, other or legal entity capable of holding title to real property.

1.16 "Plat" shall mean the recorded plat depicting the Property pursuant to the requirements of Section 515B of the Act, and satisfying the requirements of Minnesota Statutes Chapters 505, 508 or 508A, as applicable, including any amended or supplemental Plat recorded from time to time in accordance with the Act.

1.17 "Property" shall mean all of the real property submitted to this Declaration, including the Units, Lots, Unbuilt Lots, Limited Common Element, and Common Element and all other structures and improvements located thereon now or in the future. The Property as of the date of this Amended Declaration is legally described in Exhibit A attached hereto.

1.18 "Rules and Regulations" shall mean the Rules and Regulations of the Association as approved from time to time pursuant to Section 5.6.

1.19. "Unbuilt Lot" shall mean a "Lot" which does not contain a completed "Unit" constructed upon it.

Any terms used in the Governing Documents, and defined in the Act and not in this Section, shall have the meaning set forth in the Act.

SECTION 2 DESCRIPTION OF UNITS AND APPURTENANCES

2.1. Units. There are eight (8) existing Units, which are restricted exclusively to residential use. The Property can support the addition of up to thirty (30) additional Units, for a total of thirty-eight (38) Units. Each Unit constitutes a separate parcel of real estate. No additional Units may be created by the subdivision or conversion of Units pursuant to Section 515B.2-112 of the Act. The Unit identifiers and locations of the Units are as shown on the Plat, which is incorporated herein by reference. The use of a Unit by an Owner for home office or studio uses which are incidental to the principal residential use of the Unit, which comply with applicable zoning, and which do not invite or generate regular or frequent visits by clients, customers, employees, co-workers, or the public shall not be considered a violation of this restriction.

2.2. Unit Boundaries. The Unit boundaries of each Unit shall be the walls, floors and ceilings of each Unit, as described in further detail in section 515B.2-102(b) of the Act, except that the boundaries of the garage space portion of the Unit shall be the floor and ceiling thereof and the interior, unfinished surface of the perimeter wall, and where there is no perimeter wall, a vertical plane extended upward from the center of the stall lines on the floor of the garage all as shown on the plat.

2.3 Lot Boundaries. The Lot boundaries of each Lot shall be the lot lines designated on a recorded Plat.

2.4. Access Easements. Each Unit, Lot, and Unbuilt Lot shall be the beneficiary of an appurtenant easement for access to a public street or highway on or across the Common Elements as shown on the Plat, subject to any restrictions set forth in the Declaration.

2.5. Use and Enjoyment of Easements. Each Unit, Lot, and Unbuilt Lot shall be the beneficiary of appurtenant easements for use and enjoyment on and across the Common

Elements, and for use and enjoyment of any Limited Common Elements allocated to a Unit, subject to any restrictions authorized by the Declaration.

2.6. Utility and Maintenance Easements. Each Unit, Lot, and Unbuilt Lot shall be subject to and shall be the beneficiary of appurtenant easements for all services and utilities servicing the Units and the Common Elements, and for maintenance, repair and replacement as described in Section 13.

2.7. Encroachment Easements. Each Unit, Lot, and Unbuilt Lot shall be subject to and shall be the beneficiary of the appurtenant easements for encroachments as described in Section 13.

2.8. Declarant's Easements. Declarant shall have and be the beneficiary of easements for construction and sales activities as described in Section 15.6.

2.9. Recorded Easements. The Property shall be subject to such other easements as may be recorded against it or otherwise shown on the Plat.

2.10. Easements are Appurtenant. All easements and similar rights burdening or benefiting a Unit or any other part of the Property shall be appurtenant thereto, and shall be permanent, subject only to termination in accordance with the Act or the terms of the easement. Any recorded easement benefiting or burdening the Property shall be construed in a manner consistent with, and not in conflict with, the easements created by this Declaration.

2.11. Impairment Prohibited. No person shall materially restrict or impair any easement benefiting or burdening the Property; subject to the Declaration and the right of the Association to impose reasonable Rules and Regulations governing the use of the Property.

SECTION 3 COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

3.1. Common Elements. The Common Elements and their characteristics are as follows:

- a. All of the Property not included within the Unbuilt Lots, Lots, and Units constitutes Common Elements. The Common Elements include those parts of the Property designated as Common Elements on the Plat or in the Act. Each Unit (but not any Unbuilt Lot) shall have an equal undivided fractional interest in the Common Elements. The Common Elements also include a common docking facility to be constructed in accordance with the Rules and Regulations of the Minnesota Department of Natural Resources and utilized as provided in Section 7.15 of this Declaration. Storage and mooring of watercraft is not permitted on the Common Element, other than in a boat slip incorporated into the common docking facility, except on a temporary and infrequent basis. Each Owner desiring a Limited Common Element dock slip shall be responsible to pay a one-time fee to the Declarant for purchasing a section of dock to add to the common dock as a dock slip for mooring of that Owner's watercraft. The Association shall be responsible for arranging for the installation and removal of the

common dock and dock sections for the Unit Owners at Association expense. Common Elements shall also include water supply systems, including the pipes and lines for said systems running within the Common Elements area up to a Unit, Lot, or Unbuilt Lot, but not including the lines within the Unit area, Lot area, or Unbuilt Lot area. The Association may ultimately determine that it is in the best interest of the planned community to construct a community room, storage buildings and other facilities for the common benefit of the Owners.

- b. The Common Elements shall be subject to appurtenant easements for services, public and private utilities, access, use and enjoyment in favor of each Unit and its Owners and Occupants and each Unbuilt Lot and its owners, subject to (i) the rights of Owners and Occupants in Limited Common Elements appurtenant to their Units and (ii) the right of the Association to establish reasonable Rules and Regulations governing the use of the Property.
- c. Subject to Sections 5, 6, 7 and 9, all maintenance, repair, replacement, management and operation of the Common Elements shall be the responsibility of the Association.
- d. Common Expenses for the maintenance, repair, replacement, management and operation of the Common Elements shall be assessed and collected from the Owners in accordance with Section 6.
- e. There shall be no assessment of a non-voting Unbuilt Lot for capital improvements or maintenance made by the Association prior to that Unbuilt Lot having a dwelling Unit constructed upon it. However, in consideration for affording the record owners of Unbuilt Lots access to and use of the Common Element, record owners of each Unbuilt Lot shall each be assessed and pay for a share of the annual cost of liability insurance for the Common Element, proportional to the total number of Units and Unbuilt Lots.

3.2. Limited Common Elements. The Limited Common Elements are those parts of the Common Elements reserved for the exclusive use of the Owners and Occupants of the Units to which they are allocated, and the rights to the use and enjoyment thereof are automatically conveyed with the conveyance of such Units. With the prior written consent of the Association, an Owner may construct a deck or patio beyond Unit boundaries and into the Common Elements area adjacent to the Unit, providing that the location, size, design and materials used in those improvements are approved by the Association. In the event of the construction of such a deck or patio within the Common Elements, the area so utilized shall become a Limited Common Element allocated to the Unit and it shall be the responsibility of the Unit Owner to maintain such improvements. The Limited Common Elements are described and allocated to the Units as follows:

- a. Chutes, flues, ducts, pipes, wires, conduit or other utility installations, bearing walls, bearing columns, or any other components or fixtures lying partially within and partially outside the boundaries of a Unit, and serving only that Unit, are allocated to the Unit they serve. Any portion of such installations serving or affecting the function of more than one Unit or any portion of the Common Elements is a part of the Common Elements, but is not a Limited Common Element.

- b. Improvements such as decks, patios, balconies, shutters, awnings, window boxes, doorsteps, stoops, perimeter doors and windows, constructed as part of the original construction to serve a single Unit, and authorized replacements and modifications thereof, if located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.
- c. Storage Units as described in Section 3.21 of this Amended Declaration.
- d. Sections of dock added to the common dock for mooring of an Owner's watercraft is intended to be used exclusively by the Owner who paid for any such dock section. (The common dock shall remain common element, and the individual dock sections serving one Owner as a boat slip exclusively shall be considered Limited Common Element transferrable only to another Owner within the Property). Watercraft shall not be stored or moored on the Common Element except in a boat slip. Notwithstanding the foregoing, the Owners and their guests and invitees may enjoy a limited right of entry on the private dock sections for fishing. See also Section 7.15.
- e. Lot area exclusive of the Unit once a Unit is constructed on a previously Unbuilt Lot.

3.21 Storage Units as Limited Common Element. Until the Declarant sells the last Unit, Lot, or Unbuilt Lot (whichever occurs last), the Declarant has the exclusive right to construct up to 39 total Storage Units within the southeasterly portion of the Common Elements as noted and in the approximate locations depicted on the site Plan filed with the Becker County office of Planning and Zoning in conjunction with the application for the Amended Conditional Use Permit issued October 23, 2012 and recorded October 30, 2012 as document number 602347 in the office of the Becker County Recorder, and to charge a contractor's fee to the Owner who is desirous of additional storage. The locations of all Storage Units will be depicted on a future plat, and are in close proximity to the five (5) existing Storage Units on the Property. The contractor's fee will be agreed upon by the Declarant and the Owner and paid to the Declarant by the Owner desiring a Storage Unit. Each Storage Unit shall be considered Limited Common Element that is reserved for the exclusive use of the Owner to which they are allocated. Once a Storage Unit is constructed, and possession thereof is turned over to the Owner desirous of additional storage, the use of the Storage Unit shall be permanently appurtenant to the Owner's Unit. The storage buildings are subject to the following terms and restrictions:

- a. Only Owners can own a Storage Unit. A Storage Unit can be leased only from one Owner to another, and a Storage Unit cannot be leased out to non-Owners without the consent of the Association. A Storage Unit cannot be sold separate from the Unit to which is appurtenant.
- b. Hazardous materials shall not be stored in any Storage Unit, except gas, oil, diesel, pesticides, herbicides, or any lawn control chemicals or fertilizers.

- c. The Owner of the Unit to which a Storage Unit is appurtenant shall be responsible for all interior maintenance with regard to the same, and the Association shall be responsible for the maintenance of the exterior portions of the storage buildings. Maintenance for the exterior portion of the storage buildings and insurance of the storage buildings shall be assessed back against the Owner of the Unit to which the Storage Unit is appurtenant in proportion that each Storage Unit bears in relation to the total square footage of all Storage Units existing upon the Property. Those Owners who do not have a Storage Unit appurtenant to their Unit will not be assessed for Storage Unit maintenance.
- d. Except for the electric meter serving the existing Storage Units appurtenant to Units 102, 103 and 107, Storage Units will not have their own electric meters. For all Storage Units not appurtenant to Units 102, 103 and 107 there will be one electric meter for all of the Storage Units and the Owners of the Units to which those Storage Units are appurtenant shall bear the expenses of electricity to their respective Storage Unit in proportion that each such Storage Unit bears in relation to the total square footage of all such Storage Units.. Those Owners who do not have Storage Units appurtenant to their Units will not be subject to the expenses of electricity to the Storage Units. The Owners of Units 102, 103 and 107 shall bear the expense of electricity to the Storage Units appurtenant to those Units.
- e. A road will not be built to the Storage Units with access thereto being provided over the existing trail running to the storage unit area across the Common Element and the Additional Real Estate of the Declarant. This will not be a Township or County specification road, but a simple maintained trail to provide access to the Storage Units. Declarant hereby grants to each Unit Owner to which a Storage Unit is appurtenant the permanent license to cross the existing trail referenced above to the extent it crosses the Additional Real Estate of the Declarant in order to access the Storage Unit from the public road dedicated in the Plat of Grand View Estates of Nelson Lake on file and of record in the office of the Becker County Recorder. The cost of any road or parking improvement will be shared equally by the Owners to which the Storage Units are appurtenant. Outside security lights will also be installed around the storage buildings which shall have a separate electrical meter, the costs of which shall be divided equally among the Owners of all Storage Units constructed.
- f. As of the date of this Amended Declaration, there are existing Storage Units appurtenant to Units 101, 102, 103 and 107 for which the Owners of those Units have paid in full. A separate existing Storage Unit has been paid for by Declarant and is allocated to the Declarant, for which Declarant shall pay an ongoing prorated share of Storage Unit electricity and other expense. Declarant reserves the right to retain possession of this Storage Unit indefinitely, to make it appurtenant to an existing or future Unit, or to assign possession of this Storage Unit to the Association.

SECTION 4 ASSOCIATION MEMBERSHIP; RIGHTS AND OBLIGATIONS

Membership in the Association and the allocation to each Unit of a portion of the votes in the Association and a portion of the Common Expenses of the Association shall be governed by the following provisions:

4.1. Membership. Each Owner shall be a member of the Association by virtue of Unit ownership, and the membership shall be transferred with the conveyance of the Owner's interest in the Unit. An Owner's membership shall terminate when the Owner's ownership terminates. When more than one Person is an Owner of a Unit, all such Persons shall be members of the Association, but multiple ownership of a Unit shall not increase the voting rights allocated to such Unit nor authorize the division of the voting rights.

4.2. Voting and Common Expenses. Voting rights and Common Expense obligations are allocated equally among the Units; except special allocations of Common Expenses shall be permitted as provided in Section 6.1.

4.3. Appurtenant Rights and Obligations. The ownership of a Unit shall include the voting rights and Common Expense obligations described in Section 4.2. Said rights, obligations and interests, and the title to the Units, shall not be separated or conveyed separately. The allocation of the rights, obligations and interests described in this Section may not be changed, except in accordance with the Governing Documents and the Act.

4.4. Authority to Vote. The Owner, or some natural person designated to act as proxy on behalf of the Owner, and who need not be an Owner, may cast the vote allocated to such Unit at meetings of the Association; provided, that if there are multiple Owners of a Unit, only the Owner or other Person designated pursuant to the provisions of the By-Laws may cast such vote. The voting rights of Unit Owners are more fully described in Article II of the By-Laws.

4.5. Authority of Unbuilt Lots. The record title owners of an Unbuilt Lot are not an "Owner" within the meaning of this Amended Declaration and are not members of the Association, have no vote in the Association and except for a prorated share of the cost of liability insurance for the Common Element, do not pay common expense unless (1) a "Unit" is constructed upon an Unbuilt Lot, and (2) the construction of that "Unit" is completed.

SECTION 5 ADMINISTRATION

The administration and operation of the Association and the Property, including but not limited to the acts required of the Association, shall be governed by the following provisions:

5.1. General. The operation and administration of the Association and the Property shall be governed by the Governing Documents and the Act. The Association shall, subject to the rights of the Owners set forth in the Governing Documents and the Act, be responsible for the operation, management and control of the Property. The Association shall have all powers

described in the Governing Documents, the Act and the statute under which it is incorporated. All power and authority of the Association shall be vested in the Board, unless action or approval by the individual Owners is specifically required by the Governing Documents or the Act. All references to the Association shall mean the Association acting through the Board unless specifically stated to the contrary.

5.2. Operational Purposes. The Association shall operate and manage the Property for the purposes of (i) administering and enforcing the covenants, restrictions, easements, charges and liens set forth in the Governing Documents and the Rules and Regulations (ii) maintaining, repairing and replacing those portions of the Property for which it is responsible and (iii) preserving the value and architectural uniformity and character of the Property.

5.3. Binding Effect of Actions. All agreements and determinations made by the Association in accordance with the powers and voting rights established by the Governing Documents or the Act shall be binding upon all Owners and Occupants, and their lessees, guests, heirs, personal representatives, successors and assigns, and all secured parties as defined in the Act, as well as all record title owners of Unbuilt Lots and their guests, heirs, personal representatives, successors and assigns, and all secured parties as defined in the Act.

5.4. By-Laws. The Association shall have By-Laws. The By-Laws and any amendments thereto shall govern the operation and administration of the Association.

5.5. Management. The Board may delegate to a manager or managing agent the management duties imposed upon the Association's officers and directors by the Governing Documents and the Act; provided, however, that such delegation shall not relieve the officers and directors of the ultimate responsibility for the performance of their duties as prescribed by the Governing Documents and by law.

5.6. Rules and Regulations. The Board shall have exclusive authority to approve and implement such reasonable Rules and Regulations as it deems necessary from time to time for the purpose of operating and administering the affairs of the Association and regulating the use of the Property; provided that the Rules and Regulations shall not be inconsistent with the Governing Documents or the Act. The inclusion in other parts of the Governing Documents of authority to approve Rules and Regulations shall be deemed to be in furtherance, and not in limitation, of the authority granted by this Section. New or amended Rules and Regulations shall be effective only after reasonable notice thereof has been given to the Owners and record title owners of Unbuilt Lots.

5.7. Association Assets; Surplus Funds. All funds and real or personal property acquired by the Association shall be held and used for the benefit of the Owners for the purposes stated in the Governing Documents. Surplus funds remaining after payment of or provision for Common Expenses and reserves shall be credited against future assessments or added to reserves, as determined by the Board.

SECTION 6 ASSESSMENTS FOR COMMON EXPENSES

6.1. General. Assessments for Common Expenses shall be determined and assessed against the Units by the Board, in its discretion; subject to the limitations set forth in Sections 6.2 and 6.3, and the requirements of the By-Laws. Assessments for Common Expenses shall include annual assessments and may include special assessments. Assessments shall be allocated among the Units according to the Common Expense allocations set forth in Section 4.2, subject to the following qualifications:

- a. Any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element undertaken by the Association may be assessed exclusively against the Unit or Units to which that Limited Common Element is assigned, on the basis of (i) equality, (ii) square footage of the area being maintained, repaired or replaced, or (iii) the actual cost incurred with respect to each Unit.
- b. Any Common Expense or portion thereof benefiting fewer than all of the Units may be assessed exclusively against the Units benefited, on the basis of (i) equality, (ii) square footage of the area being maintained, repaired or replaced, or (iii) the actual cost incurred with respect to each Unit.
- c. The costs of insurance may be assessed in proportion to value, risk or coverage, and the costs of utilities may be assessed in proportion to usage. The cost of liability insurance for the Common Element shall be assessed against all Units and all Unbuilt Lots proportional to the total number of Units and Unbuilt Lots.
- d. Reasonable attorneys fees and other costs of incurred by the Association in connection with (i) the collection of assessments and (ii) the enforcement of the Governing Documents, the Act, or the Rules and Regulations, against an Owner or Occupant or their guests, may be assessed against the Owner's Unit.
- e. Fees, charges, late charges, fines and interest may be assessed as provided in Section 515B.3-116(a) of the Act.
- f. Assessments levied under Section 515B.3-116 of the Act to pay a judgment against the Association may be levied only against the Units existing at the time the judgment was entered, in proportion to their Common Expense liabilities.
- g. If any damage to the Common Elements or another Unit is caused by the act or omission of any Owner or Occupant, or their guests, the Association may assess the costs of repairing the damage exclusively against the Owner's Unit to the extent not covered by insurance.
- h. If any installment of an assessment becomes more than 30 days past due, then the Association may, upon 10 days written notice of the Owner, declare the entire amount of the assessment immediately due and payable in full.

- i. If Common Expense liabilities are reallocated for any purpose authorized by the Act, Common Expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.
- j. Assessments under Subsections 6.1.a-h shall not be considered special assessments as described in Section 6.3.

6.2. Annual Assessments. Annual assessments shall be established and levied by the Board, subject only to the limitations set forth in Section 6.2 and 6.3. Each annual assessment shall cover all of the anticipated Common Expenses of the Association for that year. Annual assessments shall provide, among other things, for contributions to a separate reserve fund sufficient to cover the periodic cost of maintenance, repair and replacement of the Common Elements and those parts of the Units for which the Association is responsible.

- a. Declarant will maintain Unbuilt Lots and, if sold, may charge the record title owner of the Unbuilt Lot a fee directly for maintenance. Maintenance fees for the Unbuilt Lots is not a Common Expense of the Association.
- b. After a Common Expense assessment is levied, the annual assessment may be subsequently increased by the Board

6.3 Special Assessments. In addition to annual assessments, and subject to the limitations set forth hereafter, the Board may levy in any assessment year a special assessment against all Units for the purpose of defraying in whole or in part (i) the cost of any foreseen or unbudgeted Common Expense, (ii) general or specific reserves for maintenance, repair or replacement, and (iii) the maintenance, repair or replacement of any part of the Property, and any fixtures or other property related thereto. Notwithstanding the foregoing, any special assessment shall be subject to approval by the vote of a majority of those Owners voting, in person or by proxy, at a meeting called for that purpose. Written notice of the meeting shall be sent to all Owners not less than 21 days or more than 30 days in advance of the meeting.

6.4. Liability of Owners for Assessments. The obligation of an Owner to pay assessments shall commence at the later of (i) the completion of a Unit, or (ii) the time at which the Owner acquires title to the Unit. The Owner at the time an assessment is payable with respect to the Unit shall be personally liable for the share of the Common Expenses assessed against such Unit. Such liability shall be joint and several where there are multiple Owners of the Unit. The liability is absolute and unconditional. No Owner is exempt from liability for payment of his or her share of Common Expenses by right of set-off, by waiver of use or enjoyment of any part of the Property, by absence from or abandonment of the Unit, by the waiver of any other rights, or by reason of any claim against the Association or its officers, directors or agents, or for their failure to fulfill any duties under the Governing Documents or the Act. The Association may invoke the charges, sanctions and remedies set forth in Section 16, in addition to any remedies provided elsewhere in the Governing Documents or by law, for the purpose of enforcing its rights hereunder.

6.5. Assessment Lien. The Association has a lien on a Unit for any assessment levied against that Unit from the time the assessment becomes due. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due. Fees, charges, late charges, fines and interest charges imposed by the Association pursuant to Section 515B.3-102(a)(10), (11) and (12) of the Act are liens, and are enforceable as assessments, under this Section. Recording of the Declaration constitutes record notice and perfection of any lien under this Section, and no further recordation of any notice of or claim for the lien is required.

6.6. Foreclosure of Lien; Remedies. A lien for Common Expenses may be foreclosed against a Unit under the laws of the State of Minnesota (i) by action, or (ii) by advertisement as a lien under a mortgage containing a power of sale. The Association, or its authorized representative, shall have the power to bid in at the foreclosure sale and to acquire, hold, lease, mortgage and convey any Unit so acquired. The Owner and any other Person claiming an interest in the Unit, by the acceptance or assertion of any interest in the Unit, grants to the Association a power of sale and full authority to accomplish the foreclosure. The Association shall, in addition, have the right to pursue any other remedy at law or in equity against the Owner who fails to pay any assessment or charge against the Unit.

6.7. Lien Priority: Foreclosure. A lien under this Section is prior to all other liens and encumbrances on a Unit except (i) liens and encumbrances recorded before the Declaration, (ii) any first mortgage on the Unit, and (iii) liens for real estate taxes and other governmental assessments or charges against the Unit. Notwithstanding the foregoing, if a first mortgage on a Unit is foreclosed, the first mortgage was recorded on or after June 1, 1994, and no Owner redeems during the Owner's period of redemption provided by Chapters 580, 581, or 582, then the holder of the sheriff's certificate of sale from the foreclosure of the first mortgage shall take title to the Unit subject to unpaid assessments for Common Expenses levied pursuant to Sections 515B.3-115(a), (h)(1) to (3), (i), and (1) of the Act which became due, without acceleration, during the six months immediately preceding the first day following the end of the Owner's period of redemption.

6.8. Voluntary Conveyances: Statement of Assessments. In a voluntary conveyance of a Unit the buyer shall not be personally liable for any unpaid assessments and other charges made by the Association against the seller or the seller's Unit prior to the time of conveyance to the buyer, unless expressly assumed by the buyer. However, the lien of such assessments shall remain against the Unit until satisfied. Any seller or buyer shall be entitled to a statement, in recordable form, from the Association setting forth the amount of the unpaid assessments against the Unit, including all assessments payable in the Association's current fiscal year, which statement shall be binding on the Association, seller and buyer.

SECTION 7 RESTRICTIONS ON DEVELOPMENT AND USE OF PROPERTY

In addition to any other restrictions which may be imposed by the Act or the Governing Documents, the occupancy, use, operation, alienation and conveyance of the Property shall be subject to the following restrictions:

7.1. General. The Property shall be developed, owned, conveyed, encumbered, leased, used and occupied subject to the Governing Documents and the Act, as amended from time to time and in accordance with the Becker County Planned Unit Development Ordinances in effect as of the date hereof. All covenants, restrictions and obligations set forth in the Governing Documents are in furtherance of a plan for the Property, and shall run with the Property and be a burden and benefit to all Owners and Occupants and to any other Person acquiring or owning an interest in the Property, their heirs, personal representatives, successors and assigns.

7.2. Open Space. At least 50% of the total project area must be preserved as open space.

7.3. Subdivision Prohibited. Except as permitted by the Act, no Lot, Unbuilt Lot, Unit nor any part of the Common Elements may be subdivided or partitioned without the prior written approval of all Owners, the Association and the Declarant for as long as Declarant shall own a Unit, Lot, or Unbuilt Lot..

7.4. Residential Use. The Units shall be used by Owners and Occupants and their guests exclusively as private, single family residential dwellings, and not for transient, hotel, commercial, business or other non-residential purposes, except as provided in Section 7.6. Any lease of a Unit (except for occupancy by guests with the consent of the Owner) for a period of less than 30 days, or any occupancy which includes services customarily furnished to hotel guests, shall be presumed to be for transient purposes.

7.5. Business Use Restricted. No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted in or on any Lot, Unbuilt Lot, Unit or the Common Elements; except (i) an Owner or Occupant residing in a Unit may keep and maintain his or her business or professional records in such Unit and handle matters relating to such business by telephone or correspondence therefrom, provided that such uses are incidental to the residential use, do not involve physical alteration of the Unit and do not involve any observable business activity such as signs, advertising displays, bulk mailings, deliveries, or visitation or use of the Unit by customers or employees and (ii) the Association may maintain offices on the Property for management and related purposes.

7.6. Leasing. Leasing or rental of Unbuilt Lots is not permitted. Leasing of Units shall be allowed, subject to reasonable regulation by the Association, and subject to the following conditions: (i) that no Unit shall be leased for transient or hotel purposes, (ii) that no Unit may be subleased, (iii) that all leases shall be in writing, and (iv) that all leases shall provide that they are subordinate and subject to the provisions of the Governing Document, the Rules and Regulations and the Act, and that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. The Association may impose such reasonable Rules and Regulations as may be necessary to implement procedures for the leasing of Units, consistent with this Section.

7.7. Parking/Storage of Vehicles and Other Materials. Garages and parking areas on the Property shall be used only for parking of vehicles owned or leased by Owners and Occupants and their guests, and such other incidental uses as may be authorized in writing by the

Association. The use of garages, driveways and other parking areas on the Property, and the types of vehicles and personal property permitted thereon, shall be subject to regulation by the Association, including without limitation the right of the Association to tow illegally parked vehicles or to remove unauthorized personal property. Storage of vehicles of any kind or hazardous materials is strictly prohibited.

7.8. Prohibition on Vegetation and Topographic Alterations. There shall be no vegetation or topographic alterations within the shore impact zone upon the Property without the approval of the Association and the Declarant for as long as the Declarant owns a Unit, Lot, or Unbuilt Lot, and the applicable governing authorities.

7.9. Animals. No animal may be bred, or kept or maintained for business or commercial purposes, anywhere on the Property. However, the Board shall have the exclusive authority to prohibit, or to allow and regulate, by Rules and Regulations, the keeping of animals on the Property. The word "animal" shall be construed in its broadest sense and shall include all living creatures except humans.

7.10. Quiet Enjoyment; Interference Prohibited. All Owners and Occupants and their guests and record title owners of Unbuilt Lots shall have a right of quiet enjoyment in their respective Units and Unbuilt Lots, and shall use the Property in such a manner as will not cause a nuisance, nor unduly restrict, interfere with or impede the use of the Property by other Owners and Occupants and their guests or record title owners of Unbuilt Lots.

7.11. Compliance with Law. No use shall be made of the Property which would violate any then-existing County codes or ordinances, or state or federal laws, nor shall any act or use be permitted which could cause waste to the Property, cause a material increase in insurance rates on the property, or otherwise cause any unusual liability, health or safety risk, or expense, for the Association or any Owner or Occupant or record title owner of an Unbuilt Lot.

7.12. Restriction on Additions or Alterations to Units or Common Elements. Except for those made by Declarant in consideration of its initial sale of a Unit, no additions, alterations, changes, improvements, repairs or replacements of any type, temporary or permanent, structural, aesthetic or otherwise (collectively referred to as "alterations") shall be made, or caused or allowed to be made, by any Owner or Occupant, or their guests, in any part of the Common Elements, or in any part of the Unit which affects the Common Elements or which is visible from the exterior of the Unit, without the prior written authorization of the Board, or a committee appointed by it, as provided in Section 8. The Board, or the appointed committee if so authorized by the Board, shall have authority to establish reasonable criteria and requirements for alterations, and shall be the sole judge of whether the criteria are satisfied. For a period of five (5) years from the date of this Amended Declaration, the Declarant shall have the limited right to approve additions, alterations, changes and improvements to the Common Element. The Declarant shall not have the right to approve repairs, replacements, or maintenance deemed necessary by the Association.

7.13. Time Shares Prohibited. The time share form of ownership, or any comparable form of lease, occupancy rights or ownership which has the effect of dividing the ownership or occupancy of a Unit, Lot or Unbuilt Lot into separate time periods, is prohibited.

7.14. Access to Units. In case of emergency, all Units, Lots, Unbuilt Lots and Limited Common Elements are subject to entry, without notice and at any time, by an officer or member of the Board of the Association, by the Association's management agents or by any public safety personnel. Entry is also authorized for maintenance purposes under Section 9 and for enforcement purposes under Section 14.

7.15. Common Dock. The Common dock is part of the Common Element. The cost of construction and initial installation of the Common Dock and the cost of construction and initial installation of all additions to the Common Dock is the responsibility of the Declarant or Owner requesting the addition. Owners are entitled to use the common dock. Additions to the Common Dock for the purpose of adding boat slips for mooring of watercraft are Limited Common Elements appurtenant to a particular Unit and are intended for the exclusive use of the Owner of the appurtenant Unit. Limited Common Element boat slips are assigned to Owners on a first come first served basis, so that owners of existing Units have priority for the availability of Limited Common Element boat slips and once assigned to a Unit, that boat slip and the Owner's right and privilege to use that boat slip may only be transferred by the Owner, and then only to a successor Owner of the Owner's Unit. Due to the limited number of Limited Common Element boat slips allowed by the Becker County Conditional Use Permit and the prohibition of storing or mooring watercraft on the Common Element outside of a boat slip, only one Limited Common Element boat slip is allowed per Unit Owner. The cost of construction and initial installation of additional dock extensions and dock slips for mooring additional watercraft, up to the maximum permitted extensions to the Common Dock, is the responsibility of the Declarant or Owner requesting that extension. The Association is not responsible for the cost of any new dock extensions or additional boat slips. It is the right of the Association to determine the type and frequency of the maintenance provided to the common dock as specified herein. The Association is responsible for the cost of maintenance.

7.16. Use of Unbuilt Lots. Unbuilt Lots may not be utilized for residential or commercial purposes, may not be leased or rented and may not be occupied for more than 12 hours in any 24 hour period. There shall be no camping, no placement or utilization of tents, travel trailers, recreational vehicles or any temporary structures. There shall be no storage of personal property, boats, recreational equipment or vehicles. Except for the purpose of constructing a Unit or Individual Sewage Treatment System (ISTS) upon the Unbuilt Lot, there shall be no excavation or placement of fill upon an Unbuilt Lot.

7.17 Sewage Treatment Systems. Defendant Lakeside Estates, LLC shall, at its expense, obtain all necessary permits for the existing sewage disposal holding tank system serving Units 101 through 108. The Owners of the existing Units 101, 102, 103, 104, 105, 106, 107, and 108 shall thereafter collectively determine the most appropriate individual sewage treatment system ("ISTS") to serve those existing Units. The most appropriate ISTS (as determined by the existing Unit Owners) shall be designed to comply with all State and local standards and shall be installed after obtaining all necessary permits. The Association (as that term is defined by the Amended

Declaration) shall hire the construction and installation of the most appropriate ISTS to serve the existing Units 101 through 108, and the Association shall assess the costs thereof to those existing Units. The ISTS shall be located either on (1) the existing Common Element and such portions of the "Additional Real Estate" as may be necessary or practical as designated by the Association and the Declarant as Limited Common Element; or (2) upon a new "Unbuilt Lot" created out of the existing Common Element and such portions of the "Additional Real Estate" as may be necessary or practical as designated by the Association and the Declarant, to be owned in fractional shares by the Owners of Units 101, 102, 103, 104, 105, 106, 107 and 108. The ongoing costs of maintenance to any ISTS serving Units 101 through 108 shall be assessed to Units 101 through 108.

All future Units shall be served by an ISTS, which shall be designed to comply with all State and local standards and shall be installed after obtaining all necessary permits. Defendant Lakeside Estates, LLC or the Owners of those future Units shall hire the construction and installation of the most appropriate ISTS and the cost of construction and installation of any future ISTS shall be borne by Defendant Lakeside Estates, LLC or the Owners of those future Units, and shall not be a cost attributable to the Association or assessed to the existing Units 101 through 108. Any ISTS serving future Units may be located either on (1) the existing Common Element and such portions of the "Additional Real Estate" as may be necessary or practical as designated by the Association and the Declarant as Limited Common Element; or (2) upon an "Unbuilt Lots" created out of the existing Common Element and such portions of the "Additional Real Estate" as may be necessary or practical as designated by the Association and the Declarant, to be owned in fractional shares by the Owners of Units served by that ISTS. The ongoing costs of maintenance to any ISTS shall be assessed to the Units served by that ISTS.

Common Element and "Additional Real Estate" necessary or practical for use as a location for an ISTS may be appropriated to that use either as Limited Common Element or an Unbuilt Lot without compensation paid to the Declarant, the Association or the record title owner(s) of that property.

SECTION 8 ARCHITECTURAL CONTROL

8.1. Restrictions on Alterations. The following restrictions and requirements shall apply to alterations on the Property:

- a. Except as expressly provided in this Section 8, and except for new construction and alterations made by Declarant in consideration of its initial sale of a Unit, no structure, building, addition, deck, patio, fence, wall, enclosure, window, exterior door, sign, display, decoration, color change, shrubbery, material topographical or landscaping change, nor any other exterior improvements to or alteration of any Unbuilt Lot, Unit or any other part of a Unit or Unbuilt Lot which is visible from the exterior of the Unit or Unbuilt Lot (collectively referred to as "alterations"), shall be commenced, erected or maintained in a Unit or on an Unbuilt Lot, unless and until the plans and specifications showing the nature, kind, shape, height, color, materials and

locations of the alterations shall have been approved in writing by the Board of Directors or a committee appointed by it.

- b. Criteria for construction and for Association approval shall include and require, at a minimum, (i) substantial uniformity of color, size, location, type and design in relation to existing improvements and topography, (ii) comparable or better quality of materials as used in existing improvements, (iii) ease of maintenance and repair, (iv) adequate protection of the Property, the Association, Owners and Occupants from liability and liens arising out of the proposed alterations, and (v) compliance with governmental laws, codes and regulations.
- c. Approval of alterations which encroach upon another Unit or the Common Elements shall create an appurtenant easement for such encroachment in favor of the Unit with respect to which the alterations are approved; provided, that any easement for a deck or patio other than as originally constructed shall be approved by resolution of the Board of Directors and a file of such resolutions shall be maintained permanently as a part of the Association's records.
- d. Alterations described in Section 16 shall be governed by that Section.

8.2. Review Procedures. The following procedures shall govern requests for alterations under this Section:

- a. Detailed plans, specifications and related information regarding any proposed alteration, in form and content acceptable to the Board of Directors, shall be submitted to the Board of Directors at least sixty (60) days prior to the projected commencement of construction. No alterations shall be commenced prior to approval.
- b. The Board of Directors shall give the Owner written notice of approval or disapproval. If the Board of Directors fails to approve or disapprove within sixty (60) days after receipt of said plans and specifications and all other information requested by the Board of Directors, then approval will not be required, and this Section shall be deemed to have been fully complied with so long as the alterations are done in accordance with the plans, specifications and related information which were submitted.
- c. If no request for approval is submitted, approval is denied, unless (i) the alterations are reasonably visible and (ii) no written notice of the violation has been given to the Owner in whose Unit the alterations are made, by the Association or another Owner, within six months following the date of completion of the alterations. Notice may be direct written notice or the commencement of legal action by the Association or an Owner. The Owner of the Unit in which the alterations are made shall have the burden of proof, by clear and convincing evidence that the alterations were completed and reasonably visible for at least six months following completion and that the notice was not given.

8.3. Remedies for Violations. The Association may undertake any measures, legal or administrative, to enforce compliance with this Section and shall be entitled to recover from the

Owner or record titleholder of an Unbuilt Lot causing or permitting the violation all attorneys' fees and costs of enforcement, whether or not a legal action is started. Such attorneys' fees and costs shall be a lien against the Unbuilt Lot or Unit and a personal obligation of the record titleholder of an Unbuilt Lot or Owner. In addition, the Association shall have the right to enter the Unbuilt Lot or Unit to restore any part of the Unbuilt Lot or Unit to its prior condition if any alterations were made in violation of this Section, and the cost of such restoration shall be a personal obligation of the Owner or record titleholder of an Unbuilt Lot and a lien against the Unit or Unbuilt Lot.

SECTION 9 MAINTENANCE

9.1. Maintenance by Association. The Association shall provide for all maintenance, repair or replacement (collectively referred to as "maintenance") of the Common Elements and Lots (exclusive of the Unit) once a Unit is constructed thereon. In addition, for the purpose of preserving the architectural character, quality, and uniform and high standards for appearance of the Property, the Association shall (i) provide for exterior maintenance upon each Unit (including those Units that are built upon Lots) that is subject to assessment as follows: paint and replace roofs, gutters, downspouts, decks, garage doors (except hardware), and exterior siding and other building surfaces, (ii) provide for cleaning/removal of snow and ice from walkways and driveways as reasonably necessary. The Association's obligation to maintain exterior building surfaces shall exclude patios, entry doors, door hardware, air conditioning equipment, glass and window frames, and any other items not specifically referred to in this Section, unless otherwise approved under Section 9.2. The Association shall have easements as described in Section 13 to perform its obligations under this Section 9.

9.2. Optional Maintenance by Association. In addition to the maintenance described in this Section the Association may, with the approval of a majority of votes cast in person or by proxy at a meeting called for such purposes, undertake to provide additional exterior maintenance to the Units, or maintenance of water and sewer systems within the Units.

9.3. Maintenance by Owner. Except for the exterior maintenance required to be provided by the Association under Section 9.1 or 9.2, all maintenance of the Units shall be the sole responsibility and expense of the Owners thereof. However, the Owners and Occupants shall have a duty to promptly notify the Association of defects in or damage to those parts of the Property which the Association is obligated to maintain. The Association may require that any exterior maintenance to be performed by the Owner be accomplished pursuant to specific uniform criteria established by the Association. The Association may also undertake any exterior maintenance which the responsible Owner fails to or improperly performs and assess the Unit and the Owner for the cost thereof.

9.4. Damage Caused by Owner. Notwithstanding any provision to the contrary in this Section, if, in the judgment of the Association, the need for maintenance of any part of the Property is caused by the willful or negligent act or omission of an Owner or Occupant or record title holder of an Unbuilt Lot, or their guests, or by a condition in a Unit which the Owner or Occupant has willfully or negligently allowed to exist, the Association may cause such damage

or condition to be repaired or corrected (and enter upon any Unit to do so), and the cost thereof may be assessed against the Unit or Unbuilt Lot responsible for the damage. In the case of party walls between Units, the Owners of the affected Unit shall be liable as provided in Section 10.

9.5. Heating of Units. For the purpose of preventing damage to and breakage of water, sewer and other utility lines and pipes in a Unit which might result in damage to an adjoining Unit, all Owners shall maintain the temperature in their Units, at all times, at least 55 degrees Fahrenheit (or such other reasonable temperature or standard as the Board of Directors may from time to time specify by written rule), subject, however, to the inability to maintain such temperature due to causes beyond the Owner's reasonable control. Any damage resulting from the refusal or failure of an Owner so to maintain such minimum temperature may be repaired by the Association and (unless due to causes beyond the Owner's reasonable control) the cost thereof assessed against the Unit of the refusing or failing Owner. However, if the failure to maintain such minimum temperature is due to causes beyond the Owner's reasonable control, the cost of such repair shall be a common expense. The Association may by rule require units which are unoccupied for substantial periods of time during winter to use alarms which will detect abnormally low temperatures.

9.6 Maintenance of Unbuilt Lots. As long as the Declarant owns any Unbuilt Lot, the Declarant shall maintain the Unbuilt Lot by mowing, tree trimming and weed control. Once the Declarant has sold any Unbuilt Lot, the Declarant will maintain the Unbuilt Lot by mowing, tree trimming, and weed control and charge the record title holder of the Unbuilt Lot directly. The record title holder of any Unbuilt Lot must provide and pay for any and all hazard and liability insurance the record title holder of the Unbuilt Lot deems necessary. However, once a Unit is constructed on the Unbuilt Lot, the Unbuilt Lot no longer exists and the Lot contains a Unit and that Unit and its Owner(s) are subject to and governed by all of the provisions of the Declaration as an Owner, are members of the Association, have a vote in the Association, and pay common expenses. Once a Unit is constructed upon a Lot, the Lot area exclusive of the Unit is a Limited Common Element and shall be maintained by the Association.

SECTION 10 PARTY WALLS

10.1. General Rules of Law to Apply. Each wall built as part of the original construction of the Units and located on the boundary line between Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

10.2. Repair and Maintenance. The Owners of the Units which share the party wall shall be responsible for the maintenance, repair and replacement of the party wall in proportion with their use; provided (i) that any maintenance, repair or replacement necessary due to the acts or omissions of a certain Owner or Occupant sharing such party wall shall be paid for by such Owner, and (ii) that the Association may contract for and supervise the repair of damage caused by an Owner or Occupant and assess the Units for their respective shares of the cost to the extent not covered by insurance.

10.3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has use of the wall may, with the consent of the Association, restore it, and the other Owner shall promptly reimburse the Owner who restored the wall for his or her share of the cost of restoration thereof; provided, however, that the cost of restoration resulting from destruction or other casualty resulting from the acts or omissions of certain Owners shall be the financial responsibility of such Owners, and the Association may assess the responsible Owners for their share of the costs, without prejudice to the right of an Owner to recover a larger contribution from the other Owner. Insurance claims shall be made promptly following any casualty.

10.4. Weatherproofing. Notwithstanding any other provision of this Section, any Owner who, by his negligent or willful act, causes a party wall to be exposed to the elements shall bear the whole cost of the repairs necessary for protection against such elements.

10.5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the Unit and shall pass to such Owner's assigns and successors in title.

10.6. Arbitration. In the event of any dispute arising concerning a party wall, and if the same is not resolved within thirty (30) days of the event causing the dispute, the matter shall be submitted to binding arbitration under the rules of the American Arbitration Association, upon the written demand of the Association or any Owner whose Unit shares the party wall. Each party agrees that the decision of the arbitrators shall be final and conclusive of the questions involved. The fees of the arbitrators shall be shared equally by the parties, but each party shall pay its own attorney fees or other costs to prove its case.

SECTION 11 INSURANCE

11.1. Required Coverage. The Association shall obtain and maintain, at a minimum, a master policy or policies of insurance in accordance with the insurance requirements set forth in the Act and the additional requirements set forth herein, issued by a reputable insurance company or companies authorized to do business in the State of Minnesota, as follows;

- a. Property insurance in broad form covering all risks of physical loss in an amount equal to one hundred percent (100%) of the insurable "replacement cost" of the Property, less deductibles, exclusive of land, footings, excavation and other items normally excluded from coverage (but including all building service equipment and machinery). The policy or policies shall cover personal property owned by the Association. The policy or policies shall also contain "Inflation Guard" and "Agreed Amount" endorsements, if reasonably available. Such policy or policies shall include such additional endorsements, coverages and limits with respect to the foregoing and other hazards as may be required from time to time by the regulations of the FHA or Federal National Mortgage Association ("FNMA") as a precondition to their insuring, purchasing or financing a mortgage on a Unit. The Board may also, on behalf of the Association, enter into binding written

agreements with a mortgagee, insurer or servicer, including without limitation the FHA or FNMA, obligating the Association to keep certain specified coverages or endorsements in effect.

- b. Comprehensive public liability insurance covering the use, operation and maintenance of the Common Elements, with minimum limits of \$1,000,000 per occurrence, against claims for death, bodily injury and property damage, and such other risks as are customarily covered by such policies for projects similar in construction, location and use to the Property. The policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner or Occupant or record title owners of an Unbuilt Lot because of negligent acts of the Association or other Owners or Occupants or record title owners of Unbuilt Lots. The policy shall include such additional endorsements, coverages and limits with respect to such hazards as may be required by the regulations of the FHA or FNMA as a precondition to their insuring, purchasing or financing a mortgage on a Unit.
- c. Fidelity bond or insurance coverage against dishonest acts on the part of directors, officers, manager, trustees, employees or persons responsible for handling funds belonging to or administered by the Association if deemed to be advisable by the Board or required by the regulations of the FHA or FNMA as a precondition to the purchase or financing of a mortgage on a Unit. The Fidelity bond or insurance shall name the Association as the named insured and shall, if required by the regulations of the FHA or FNMA as a precondition to their insuring, purchasing or financing of a mortgage on a Unit, be written in an amount equal to the greater of (i) the estimated maximum of Association bonds, including reserves, in the custody of the Association or management agent at any given time while the bond is in force, or (ii) a sum equal to three months aggregate assessments on all Units plus reserves. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers, or a waiver of defense based upon the exclusion of persons serving without compensation shall be added.
- d. Workers' Compensation insurance as required by law.
- e. Directors and officer's liability insurance with such reasonable limits and coverages as the Board shall determine from time to time.
- f. Such other insurance as the Board may determine from time to time to be in the best interests of the Association and the Owners.

11.2. Premiums; Improvements; Deductibles All insurance premiums shall be assessed and paid as a Common Expense. The insurance need not cover improvements and betterments to the Units installed by Owners, but if improvements and betterments are covered, any increased cost may be assessed against the Units affected. The Association may, in the case of a claim for damage to a Unit, (i) pay the deductible amount as a Common Expense, (ii) assess the deductible amount against the Units affected in any reasonable manner, or (iii) require the Owners of the Units affected to pay the deductible amount directly.

11.3. Loss Payee. Insurance Trustee. All insurance coverage maintained by the Association shall be written in the name of, and the proceeds thereof shall be payable to, the Association (or a qualified insurance trustee selected by it) as trustee for the benefit of the Owners and secured parties, including Eligible Mortgagees, which suffer loss. The Association, or any insurance trustee selected by it, shall have exclusive authority to negotiate, settle and collect upon any claims or losses under any insurance policy maintained by the Association.

11.4. Waivers of Subrogation. All policies of insurance shall contain waivers of subrogation by the insurer against the Association, or an Owner, members of the Owner's household, officers or directors, as applicable, and, if available, waivers of any defense based on co-insurance or of invalidity from any acts of the insured.

11.5. Cancellation, Notice of Loss. All policies of property insurance and comprehensive liability insurance maintained by the Association shall provide that the policies shall not be canceled or substantially modified, for any reason, without at least 30 days prior written notice to the Association, to the FHA or FNMA (if applicable), all of the insureds and all Eligible Mortgagees.

11.6. Restoration of Lieu of Cash Settlement. All policies of property insurance maintained by the Association shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Association (or any Insurance Trustee) or (ii) when in conflict with provisions of any insurance trust agreement to which the Association may be a party, or any requirement of law.

11.7. No Contribution. All policies of insurance maintained by the Association shall be the primary insurance where there is other insurance in the name of the Owner covering the same property, and may not be brought into contribution with any insurance purchased by Owners or their Eligible Mortgagees.

11.8. Effect of Acts Not Within Association's Control. All policies of insurance maintained by the Association shall provide that the coverage shall not be voided by or conditioned upon (i) any act or omission of an Owner or Eligible Mortgagee, unless acting within the scope of authority on behalf of the Association, or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

11.9. Owner's Personal Insurance. Each Owner may obtain additional personal insurance coverage at his or her own expense covering fire and other casualty to the Unit, personal property or personal liability. All insurance policies maintained by Owners shall provide that they are without contribution as against the insurance purchased by the Association.

SECTION 12 RECONSTRUCTION, CONDEMNATION AND EMINENT DOMAIN

12.1. Reconstruction. The obligations and procedures for the repair, reconstruction or disposition of the Property following damage to or destruction thereof shall be governed by the Act. Any repair or reconstruction shall be substantially in accordance with the plans and specifications of the Property as initially constructed and subsequently improved upon. Notice of substantial damage or destruction shall be given pursuant to Section 18.10.

12.2. Condemnation and Eminent Domain. In the event of a taking of any part of the Property by condemnation or eminent domain, the provisions of the Act shall govern; provided, that notice shall be given pursuant to Section 18.10. Eligible Mortgagees shall be entitled to priority for condemnation awards in accordance with the priorities established by the Act and the Governing Documents, as their interests may appear.

12.3. Notice. All Eligible Mortgagees shall be entitled to receive notice of any condemnation proceedings or substantial destruction of the Property, and the Association shall give written notice thereof to an Eligible Mortgagee pursuant to Section 18-10.

SECTION 13 EASEMENTS

13.1. Easement for Encroachments. Each Unit, Lot, and Unbuilt Lot and the Common Elements, and the rights of the Owners and Occupants therein, shall be subject to an exclusive easement for encroachments in favor of the adjoining Units for fireplaces, walls, roof overhangs, air conditioning systems, decks, balconies, patios, utility installations and other appurtenances (i) which are part of the original construction on the adjoining Unit or the Property or (ii) which are added pursuant to Section 8. If there is an encroachment by a Unit, or other building or improvement located in a Unit, upon another Unit or Unit as a result of the construction, reconstruction, repair, shifting, settlement or movement of any part of the Property, an appurtenant easement for the encroachment, for the use, enjoyment and habitation of any encroaching Unit, building or improvement, and for the maintenance thereof, shall exist; provided that with respect to improvements or alterations added pursuant to Section 8, no easement shall exist unless the same have been approved and constructed as required by this Declaration. Such easements shall continue for as long as the encroachment exists and shall not affect the marketability of title.

13.2. Easement for Maintenance, Repair, Replacement and Reconstruction. Each Unit, Lot, and Unbuilt Lot, and the rights of the Owners and Occupants thereof, shall be subject to the rights of the Association to an exclusive, appurtenant easement on and over the Units, Lots, and Unbuilt Lots for the purposes of maintenance, repair, replacement and reconstruction of the Units, Lots, and Unbuilt Lots and utilities serving the Units, Lots, and Unbuilt Lots to the extent necessary to fulfill the Association's obligations under the Governing Documents.

13.3. Utilities Easements. The Property shall be subject to non-exclusive, appurtenant easements for all utilities, water and sewer, and similar services, which exist from time to time, as constructed or referred to in the Plat, or as otherwise described in this Declaration or any other duly recorded instrument. Each Unit, Lot, and Unbuilt Lot and the rights of the Owners and Occupants thereof, shall be subject to a non-exclusive easement in favor of the other Units, Lots,

and Unbuilt Lots for all such services, including without limitation any sewer or water lines servicing other Units, Lots, and Unbuilt Lots. Each Unit, Lot, and Unbuilt Lot shall also be subject to an exclusive easement in favor of the Association and all utilities companies providing service to the Units, Lots, and Unbuilt Lots for the installation and maintenance of utilities metering devices.

13.4. Continuation and Scope of Easements. Notwithstanding anything in this Declaration to the contrary, in no event shall an Owner or Occupant be denied reasonable access to his or her Unit or Lot or Unbuilt Lot or the right to utility services thereto. The easements set forth in this Section shall supplement and not limit any easements described elsewhere in this Declaration or recorded, and shall include reasonable access to the easement areas through the Units, Lots, and Unbuilt Lots and the Common Elements for purposes of maintenance, repair, replacement and reconstruction.

SECTION 14 COMPLIANCE AND REMEDIES

The Declarant, each Owner and Occupant, each record title owner of an Unbuilt Lot, and any other Person owning or acquiring any interest in the Property, shall be governed by and comply with the provisions of the Act, the governing Documents, the Rules and Regulations, the decisions of the Association, and such amendments thereto as may be made from time to time. A failure to comply shall entitle the Association to the relief set forth in this Section, in addition to the rights and remedies authorized elsewhere by the Governing Documents and the Act.

14.1 Entitlement to Relief. The Association may commence legal action to recover sums due, for damages, for injunctive relief or to foreclose a lien owned by it, or any combination thereof, or an action for any other relief authorized by the Governing Documents or available at law or in equity. Legal relief may be sought by the Association against any Owner or record title owner of an Unbuilt Lot, or by an Owner against the Association or another Owner or record title owner of an Unbuilt Lot, to enforce compliance with the Governing Documents, the Rules and Regulations, the Act or the decisions of the Association. However, no Owner may withhold any assessments payable to the Association, or take (or omit) other action in violation of the Governing Documents, the Rules and Regulations or the Act, as a measure to enforce such Owner's position, or for any other reason.

14.2 Sanctions and Remedies. In addition to any other remedies or sanctions, expressed or implied, administrative or legal, the Association shall have the right, but not the obligation, to implement any one or more of the following actions against Owners and Occupants, record title owners of Unbuilt Lots and/or their guests, who violate the provisions of the Governing Documents, the Rules and Regulations or the Act:

- a. Commence legal action for damages or equitable relief in any court of competent jurisdiction.
- b. Impose late charges of up to 15% of each late payment of an assessment or installment thereof.

- c. In the event of default of more than 30 days in the payment of any assessments or installment thereof, all remaining installments of assessments assessed against the Unit owned by the defaulting Owner may be accelerated and shall then be payable in full if all delinquent assessments, together with all costs of collection and late charges, are not paid in full prior to the effective date of the acceleration. Reasonable advance written notice of the effective date of the acceleration shall be given to the defaulting Owner.
- d. Impose reasonable fines, penalties or charges for each violation of the Act, the Governing Documents or the Rules and Regulations of the Association
- e. Suspend the rights of any Owner or Occupant, record title owner of an Unbuilt Lot and their guests to use any Common Element amenities; provided, that this limitation shall not apply to Limited Common Elements or deck, balcony or patio easements, appurtenant to the Unit, and those portions of the Common Elements providing utilities service and access to the Unit. Such suspensions shall be limited to periods of default by such Owners and Occupants and record title owner of an Unbuilt Lot in their obligations under the Governing Documents, and for up to 30 days thereafter, for each violation.
- f. Restore any portions of the Common Elements or Limited Common Elements damaged or altered, or allowed to be damaged or altered, by any Owner or Occupant or their guests in violation of the Governing Documents, and to assess the cost of such restoration against the responsible Owners and their Units.
- g. Enter any Unbuilt Lot, Unit or Limited Common Element in which, or as to which, a violation or breach of the Governing Documents exists which materially affects, or is likely to materially affect in the near future, the health or safety of the other Owners or Occupants, or their guests, or the safety or soundness of any Unit or other part of the Property or the property of the Owners or Occupants, and to summarily abate and remove, at the expense of the offending Owner or Occupant or record title owner of an Unbuilt Lot, any structure, thing or condition in the Unbuilt Lot, Unit or Limited Common Elements which is causing the violation; provided, that any improvements which are a part of a Unit may be altered or demolished only pursuant to a court order or with the agreement of the Owner.
- h. Foreclose any lien arising under the provisions of the Governing Documents or under law, in the manner provided for the foreclosure of mortgages by action or under a power of sale in the state where the Property is located.

14.3. Rights to Hearing. In the case of imposition of any of the remedies authorized by Section 14.2.d, e or f of this Section, the Board shall, upon written request of the offender, grant to the offender a fair and equitable hearing as contemplated by the Act. The offender shall be given notice of the nature of the violation and the right to a hearing, and at least 10 days within which to request a hearing. The hearing shall be scheduled by the Board and held within thirty days of receipt of the hearing request by the Board, and with at least 10 days prior written notice to the offender. If the offending Owner fails to appear at the hearing then the right to a hearing

shall be waived and the Board may take such action as it deems appropriate. The decision of the Board and the rules for the conduct of hearings established by the Board shall be final and binding on all parties. The Board's decision shall be delivered in writing to the offender within ten days following the hearing, if not delivered to the offender at the hearing.

14.4. Lien for Charges, Penalties, Etc., Any assessments, charges, fines, penalties or interest imposed under this Section shall be a lien against the Unbuilt Lot or Unit of the Owner or Occupant against whom the same are imposed and the personal obligation of such Owner or record titleholder of an Unbuilt Lot in the same manner and with the same priority and effect as assessments under Section 6. The lien shall attach as of the date of imposition of the remedy, but shall not be final as to violations for which a hearing is held until the Board gives written notice following the hearing. All remedies shall be cumulative, and the exercise of, or failure to exercise, any remedy shall not be deemed a waiver of the right to pursue any others.

14.5. Costs of Proceeding and Attorneys Fees. With respect to any collection measures, or any measures or action, legal, administrative, or otherwise, which the Association takes to enforce the provisions of the Act, Governing Documents or Rules and Regulations, whether or not finally determined by a court or arbitrator, the Association may assess the violator and his or her Unbuilt Lot or Unit with any expenses incurred in connection with such enforcement, including without limitation fines or charges previously imposed by the Association, reasonable attorneys, fees, and interest (at the highest rate allowed by law) on the delinquent amounts owed to the Association.

14.6. Liability for Owners' and Occupants' Acts. An Owner or record titleholder of an Unbuilt Lot shall be liable for the expense of any maintenance, repair or replacement of the Property rendered necessary by such persons' acts or omissions, or by that of Occupants or guests in the Unbuilt Lot or Owner's Unit, to the extent that such expense is not covered by the proceeds of insurance carried by the Association or such person or Occupant. However, any insurance deductible amount and/or increase in insurance rates, resulting from the acts or omissions of the record titleholder of an Unbuilt Lot or an Owner may be assessed against the Unbuilt Lot or Unit responsible for the condition.

14. 7. Enforcement by Owners. The provisions of this Section shall not limit or impair the independent rights of other Owners or record titleholder of Unbuilt Lots to enforce the provisions of the Governing Documents, the Rules and Regulations, and the Act as provided therein.

SECTION 15 SPECIAL DECLARANT RIGHTS

Declarant hereby reserves exclusive and unconditional authority to exercise the following special Declarant rights within the meaning of Section 515B.1-103 (32) of the Act for as long as it owns a Unit or Unbuilt Lot, or for such shorter period as may be specifically indicated:

15.1. Complete Improvements. To complete all the Units and other improvements indicated on the Plat, or otherwise included in Declarant's development plans or allowed by the

Declaration, and to make alterations in the Units and Unbuilt Lots owned by the Declarant to accommodate its sales facilities.

15.2. Add Additional Real Estate. To add Additional Real Estate to the Property as described in Section 16. Declarant shall have ten (10) years from the date this Amended Declaration is recorded to add Additional Real Estate to the Property.

15.3. Relocate Boundaries and Alter Units. To relocate boundaries between Units and to otherwise alter Units owned by the Declarant, to the extent permitted by Section 16.

15.4. Sales Facilities. To construct, operate and maintain a sales office, management office, model Units and other development, sales and rental facilities within any Unit owned by Declarant from time to time.

15.5. Signs. To erect and maintain signs and other sales displays offering the Unbuilt Lots and Units for sale or lease, in or on any Unbuilt Lot or Unit owned by Declarant;

15.6. Easements. To have and use easements, for itself, its employees, contractors, representatives, agents and prospective purchasers through and over the Common Elements for the purpose of exercising its special Declarant rights;

15.7. Consent to Certain Amendments. As long as Declarant owns any unsold Unit or Unbuilt Lot, Declarant's written consent shall be required for any amendment to the Governing Documents which eliminates or substantially alters any rights reserved to the Declarant in this Amended Declaration. The written consent of the Declarant shall be required for any amendment to the Governing Documents or Rules and Regulations which eliminates or substantially alters any rights reserved to the record owner of an Unbuilt Lot in this Amended Declaration.

SECTION 16

RIGHTS TO ADD ADDITIONAL REAL ESTATE, RELOCATE UNIT BOUNDARIES AND ALTER UNITS

16.1. Declarant's Rights to Add Additional Real Estate. Declarant hereby expressly reserves the right to add the Additional Real Estate to the Property, by unilateral action under Section 515B.2-111 of the Act, subject to the following conditions:

- a. The right of Declarant to add the Additional Real Estate to the Property shall terminate ten (10) years after the date of recording of this Amended Declaration or upon earlier express written withdrawal of such right by Declarant or a successor Declarant, unless extended by a vote of the Owners pursuant to Section 515B.2-106(2) of the Act. There are no other limitations on Declarant's rights hereunder, except as may be imposed by law.

- b. The Additional Real Estate is described in Exhibit B. The Additional Real Estate may be added to the Property in parcels consisting of one or more platted lots, or portions thereof.
- c. There are no assurances as to the times at which all or any part of the Additional Real Estate will be added to the Property, the order in which it will be added, the number of parcels per phase nor the size of the parcels. Declarant is under no obligation to add the Additional Real Estate to the Property, and the Additional Real Estate may be developed by Declarant or its successors in interest for other purposes, subject only to approval by the appropriate governmental authorities.
- d. The maximum number of Units that may be created within the Common Interest Community is 38 Units. All Units shall be subject to the same covenants and restrictions contained herein.
- e. Any Units, including any other structures, created upon the Additional Real Estate, when and if added, shall be compatible with the other Units and structures which are part of the Property in terms of architectural style, quality of construction, principal materials employed in construction and size; subject (i) to any changes required by governmental authorities or lenders and (ii) to any interior and minor exterior changes made by Declarant to meet changes in the market.
- f. All covenants and restrictions contained in this Declaration shall apply to all Units, Unbuilt Lots and Lots created on the Additional Real Estate.
- g. The statements made in Subsections c through f above shall not apply to any Additional Real Estate which is not added to the Property.
- h. Declarant or Unbuilt Lot Owner shall provide and pay costs of constructing driveway access from the future Unit to be constructed upon Unbuilt Lots to the public road as set forth on a previous or future Plat in accordance with Declarant's preferred specifications. Nothing herein shall be construed to create an obligation on the Declarant to provide paved roads or street lighting.
- i. Driveways for the Unbuilt Lots will be located by agreement between Declarant and the Association.
- j. The cost of construction of any future Unit, Storage Unit, installation of water wells, access roads, driveways, drainage, landscaping, sewage holding tanks, sewage disposal systems, electrical and other utility service to or made necessary by the construction of a Unit or storage Unit is the responsibility of the Declarant or owner of the Unbuilt Lot where the Unit or Storage Unit is being constructed and not the responsibility of the Association.

16.2. Rights to Relocate Boundaries and Alter Units. Existing or future Units may be altered and Unit boundaries may be relocated only in accordance with the following conditions:

- a. Combination Units. An Owner may make improvements or alterations to such Unit or may, after acquiring an adjoining Unit, remove or alter any intervening partition or create apertures therein in accordance with Section 515B.2-113 of the Act and Subsection d of this Section.
- b. Relocation of Boundaries. The boundaries between adjoining Units may be relocated in accordance with Section 515B.2-114 of the Act and Subsection d of this Section.
- c. Subdivision or Conversion. No additional Units may be created by the subdivision or conversion of a Unit (within the meaning of the Act) into two or more Units, nor into other Units, Lots, Unbuilt Lots, Common Elements or Limited Common Elements.
- d. Requirements. The alteration, relocation of boundaries or other modification of Units or other structures located therein (collectively referred to herein as 'alteration' or "alterations") pursuant to this Section, Section 8, and the Act may be accomplished only in accordance with the following conditions:

(1) No Unit may be altered if, thereafter, the Unit located therein, or any other Unit affected by the alteration, would no longer be habitable or practicably usable for its intended purpose or would violate any law, code or ordinance of any governmental authority having jurisdiction over the Property.

(2) No alteration may be made which adversely affects the structural or functional integrity of any building system or the structural support or weather tight integrity of any portion of any building or other structure.

(3) The prior written consent of the Association shall be required for any alteration, except that Declarant may alter unsold Units owned by Declarant without the consent of the Association. Where required, such consent shall be requested in writing by each Owner whose Unit is proposed to be altered, accompanied by such explanation, drawings and specifications relating to the proposed alterations as may be reasonably required by the Association or the first mortgagee of the Unit. The Association shall give the Owner written notice of approval or disapproval. If the Association fails to approve or disapprove within 60 days after receipt of the drawings and specifications relating to the proposed alterations and all other information requested by the Association in conjunction therewith then approval will not be required and this Section shall be deemed to have been fully complied with so long as the alterations are done in accordance with the drawing, specifications and related information which were submitted.

(4) As a precondition to consenting to alterations the Association may require, among other things, the following: (i) that all alterations will be done in a workmanlike manner and without impairing the structural, mechanical or weather-tight integrity of the Building; (ii) that the Common Elements and altered Units will be repaired and/or

restored in the future as required by the Association; (iii) that the construction of the alterations will not create dangerous conditions for any Owners or Occupants; (iv) that the Property, the first mortgagees and the Owners and Occupants will be protected from liens and other liability arising from the alterations; and (v) that the alterations will be done in compliance with the applicable laws, regulations and ordinances of the governmental authorities having jurisdiction over the Property.

(5) The Association may require that the Owners of the Units to be altered pay all costs of processing and documentation for the request and the preparation and recording of any necessary amendment to the Governing Documents, including without limitation such costs as filing, architects and attorneys fees, incurred by the Association in connection with the alterations.

SECTION 17 AMENDMENTS

This Declaration may be amended by the consent of (i) Owners of Units to which are allocated at least sixty-seven percent (67%) of the votes in the Association and (ii) the percentage of Eligible Mortgagees (based upon one vote per first mortgage owned) required by Section 18 as to matters prescribed by said Section and (iii) the consent of Declarant and its successors to certain amendments as provided in Section 15.7 as long as Declarant shall own Unbuilt Lots or Units. Consent of the Owners must be obtained in writing and recorded along with the amendment. Consents of Eligible Mortgagees and the Declarant shall be in writing and recorded along with the amendment. Any amendment shall be subject to any greater requirements imposed by the Act. The Amendment shall be effective when recorded as provided in the Act.

SECTION 18 RIGHTS OF ELIGIBLE MORTGAGES

Notwithstanding anything to the contrary in the Governing Documents, and subject to any greater requirements of the Act or other laws, Eligible Mortgagees shall have the following rights and protections:

18.1. Consent to Certain Amendments. The written consent of Eligible Mortgagees representing at least fifty-one percent (51%) of the Units that are subject to first mortgages held by Eligible Mortgagees (based upon one vote per first mortgage owned) shall be required for any amendment to the Governing Documents which causes any change in the following: (i) voting rights; (ii) assessments, assessment liens, or priority of assessment liens; (iii) reserves for maintenance, repair and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use; (vi) redefinition of any Unit boundaries; (vii) convertibility of Units into Common Elements or vice versa; (viii) expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the Property; (ix) insurance or fidelity bonds; (x) leasing of Units; (xi) imposition of any restrictions on an Owner's right to sell or transfer his or her Unit; (xii) a decision by the Association to establish self-management when professional management is in effect as required previously by the Governing Documents or a Eligible

Mortgagee; (xiii) restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Governing Documents; (xiv) any action to terminate the legal status of the condominium after substantial destruction or condemnation occurs; or (xv) any provisions that expressly benefit Eligible Mortgagees, or insurers or guarantors of mortgages.

18.2. Consent to Certain Actions. The written consent of Eligible Mortgagees representing at least sixty-seven percent (67%) of the Units that are subject to first mortgages held by Eligible Mortgagees (based upon one vote per first mortgage owned) shall be required to (i) abandon or terminate the condominium; (ii) change the allocations of voting rights, Common Expense obligations or interest in the Common Elements; (iii) partition or subdivide a Unit except as permitted by statute; (iv) abandon, partition, subdivide, encumber or sell the Common Elements; or (v) use hazard insurance proceeds for other than the repair, replacement or reconstruction of the Property, except as otherwise provided by law.

18.3. Consent to Subdivision. No Unit, Lot or Unbuilt Lot may be partitioned or subdivided without the prior written approval of the Owner and Eligible Mortgagee thereof, and the Association.

18.4. No Right of First Refusal. The rights of an Owner to sell, transfer or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restrictions.

18.5. Priority of Lien. Any holder of a first mortgage on a Unit or Unbuilt Lot or any purchaser of a first mortgage at a foreclosure sale, that comes into possession of a Unit or Unbuilt Lot by foreclosure of the first mortgage or by deed or assignment in lieu of foreclosure, takes the Unit or Unbuilt Lot free of any claims for unpaid assessments or any other charges or liens imposed against the Unit or Unbuilt Lot by the Association which have accrued against such unit prior to the acquisition of possession of the Unit or Unbuilt Lot by said first mortgage holder or purchaser; (i) except as provided in Section 6.9 and the Act and (ii) except that any unreimbursed assessments or charges may be reallocated among all Units and Unbuilt Lots in accordance with their interests in the Common Elements.

18.6. Priority of Taxes and Other Charges. All taxes, assessments and charges which may become liens prior to the first mortgage under state law shall relate only to the individual Units and Unbuilt Lots and not to the Property as a whole.

18.7. Priority for Condemnation Awards. No provision of the Governing Documents shall give an Owner, or any other party, priority over any rights of the Eligible Mortgagee of the Unit or Unbuilt Lot pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Unit, Lot, Unbuilt Lot and/or the Common Elements. The Association shall give written notice to all Eligible Mortgagees of any condemnation or eminent domain proceeding affecting the Property promptly upon receipt of notice from the condemning authority.

18.8. Requirements Management Agreements. The term of any agreement for professional management of the Property may not exceed two (2) years. Any such Agreement

must provide at a minimum for termination without penalty or termination fee by either party, (i) with cause upon thirty (30) days prior written notice, and (ii) without cause upon ninety (90) days prior written notice.

18.9. Access to Books and Records/Audit. Eligible Mortgagees shall have the right to examine the books and records of the Association upon reasonable notice during normal business hours, and to receive free of charge, upon written request, copies of the Association's annual reports and other financial statements. Financial statements, including those which are audited, shall be available within one hundred twenty (120) days of the end of the Association's fiscal year. If a request is made by FNMA or any institutional guarantor or insurer of a mortgage loan against a Unit, for an audit of the Association's financial statements for the preceding year, the Association shall cause an audit to be made and deliver a copy to the requesting party.

18.10. Notice Requirements. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a mortgage on a Unit, Lot or Unbuilt Lot, and the Unit or Unbuilt Lot number or address, the holder, insurer or guarantor shall be entitled to timely written notice of:

- a. A condemnation loss or any casualty loss which affects a material portion of the Property or the Unit, Lot or Unbuilt Lot securing the mortgage;
- b. A 60 day delinquency in the payment of assessments or charges owed by the Owner of a Lot, Unbuilt Lot or Unit on which it holds a mortgage;
- c. A lapse, cancellation or material modification of any insurance policy maintained by the Association; and
- d. A proposed action which requires the consent of a specified percentage of Eligible Mortgagees.

SECTION 19 MISCELLANEOUS

19.1. Severability. If any term, covenant, or provision of this instrument or any exhibit attached hereto is held to be invalid or unenforceable for any reason whatsoever, such determination shall not be deemed to alter, affect or impair in any manner whatsoever any other portion of this instrument or exhibits.

19.2. Construction. Where applicable the masculine gender of any word used herein shall mean the feminine or neutral gender, or vice versa, and the singular of any word used herein shall mean the plural, or vice versa. References to the Act, or any section thereof, shall be deemed to include any statutes amending or replacing the Act, and the comparable sections thereof.

19.3. Tender of Claims. In the event that any incident occurs which could reasonably give rise to a demand by the Association against Declarant for indemnification pursuant to the Act,

the Association shall promptly tender the defense of the action to its insurance carrier, and give Declarant written notice of such tender, the specific nature of the action and an opportunity to defend against the action.

19.4. Notices. Unless specifically provided otherwise in the Governing Documents or the Act, all notices required to be given by or to the Association, the Board of Directors, the Association officers or the Owners or Occupants shall be in writing and shall be effective upon hand delivery, or mailing if properly addressed with postage prepaid and deposited in the United States mail.

19.5. Conflicts Among Documents. In the event of any conflict among the provisions of the Act, the Amended Declaration, the By-Laws or any Rules or Regulations approved by the Association, the Act shall control. As among the Amended Declaration, By-Laws and Rules and Regulations, the Amended Declaration shall control, and as between the By-Laws and the Rules and Regulations, the By-Laws shall control.

IN WITNESS WHEREOF, the undersigned Declarant and Unit Owners have executed this instrument the day and year first set forth in accordance with the requirements of the Declaration and the Act.

LAKESIDE ESTATES, LLC



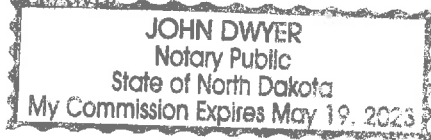
By: Kim Stokes

Its: President

STATE OF MINNESOTA)
) ss
COUNTY OF BECKER)

The foregoing instrument was acknowledged before me this 28 day of November, 2017, by Kim Stokes, President of Lakeside Estates, LLC, a Minnesota Limited Liability Corporation, on behalf of said Corporation.

NOTARY STAMP



Notary Public

My Commission Expires: 5/19/2023

Unit Owners:

Unit 101

Wayne E. Stevenson
Wayne E. Stevenson

Arlis C. Stevenson
Arlis C. Stevenson

STATE OF MINNESOTA)
) ss
COUNTY OF BECKER)

The foregoing instrument was acknowledged before me this 21st day of November, 2017 by Wayne E. Stevenson and Arlis C. Stevenson, husband and wife.

NOTARY STAMP



Mary P. Jordan
Notary Public
My Commission Expires: 1/31/2020

Unit 102

Robert C. Bakum

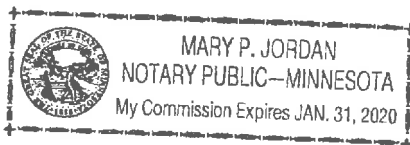
Georgia Bakum

STATE OF MINNESOTA)

COUNTY OF BECKER)

The foregoing instrument was acknowledged before me this 22nd day of November, 2017 by Robert C. Bakkum and Georgia Bakkum, husband and wife.

NOTARY STAMP



Notary Public
My Commission Expires: 1/31/2020

Unit 103

Debra A. Maguson
Debra A. Maguson

STATE OF MINNESOTA)
) ss
COUNTY OF BECKER)

The foregoing instrument was acknowledged before me this 21st day of November, 2017 by Debra A. Maguson, a single person.

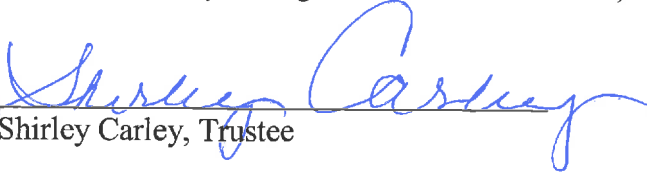
NOTARY STAMP



Mary P. Jordan
Notary Public
My Commission Expires: 1/31/2020

Unit 104

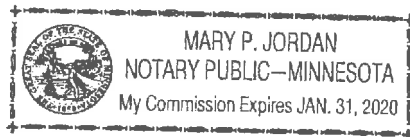
Shirley E. Carley Living Trust dated October 28, 2009


Shirley Carley, Trustee

STATE OF MINNESOTA)
) ss
COUNTY OF BECKER)

The foregoing instrument was acknowledged before me this 21st day of November, 2017 by Shirley Carley, as Trustee of the Shirley E. Carley Living Trust dated October 28, 2009.

NOTARY STAMP




Notary Public
My Commission Expires: 1/31/2020

Gabriel Iverson, LLC, a Minnesota limited liability company


By:

Gabriel Iverson, LLC, a Minnesota limited liability company

By:

[illegible]

The foregoing instrument was acknowledged before me this 22nd day of November, 2017 by Paul H. Iverson, and Evelyn G. Iverson the _____ and _____ respectively of Gabriel Iverson, LLC, a Minnesota limited liability company.

 MARY P. JORDAN
NOTARY PUBLIC—MINNESOTA
My Commission Expires JAN. 31, 2020


 Notary Public
 My Commission Expires: 1/31/2020

Unit 106



James T. Gerdes



Stephanie A. Gerdes

STATE OF MINNESOTA)
) ss
COUNTY OF BECKER)

The foregoing instrument was acknowledged before me this 21st day of November, 2017 by James T. Gerdes and Stephanie A. Gerdes, husband and wife.

NOTARY STAMP





Notary Public
My Commission Expires: 1/31/2020

Unit 107



Gary V. Johnson

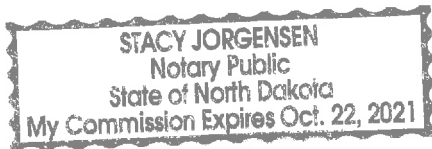


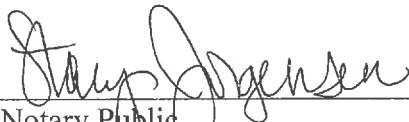
Diane L. Johnson

STATE OF MINNESOTA)
) ss
COUNTY OF BECKER)

The foregoing instrument was acknowledged before me this 22nd day of November, 2017 by Gary V. Johnson and Diane L. Johnson, husband and wife.

NOTARY STAMP





Notary Public
My Commission Expires: 10-22-21

Unit 108

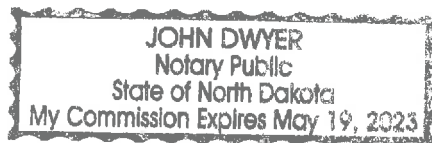
Kim Stokes
Kim Stokes

Mary Stokes
Mary Stokes

STATE OF MINNESOTA)
) ss
COUNTY OF BECKER)

The foregoing instrument was acknowledged before me this 28 day of November, 2017 by Kim Stokes and Mary Stokes, husband and wife.

NOTARY STAMP



John Dwyer
Notary Public
My Commission Expires: 5/19/2023

DRAFTED BY:

Jack Dwyer
Dwyer Law Office
3330 Fiechtner Drive, Ste 102
Fargo ND 58103

EXHIBIT A

Plat of Grand View Estates of Nelson Lake Becker County Common Interest Community No. 42, recorded May 2, 2005 (Document No. 523219)

That part of Lot One, Block One, of GRAND VIEW ESTATES OF NELSON LAKE, said plat is on file and of record in the office of the Recorder in Becker County, Minnesota, described as follows:

Commencing at a found iron monument which designates the southwesterly corner of a Dedicated Public Road according to said GRAND VIEW ESTATES OF NELSON LAKE; thence North 88 degrees 40 minutes 12 seconds West 103.81 feet on an assumed bearing along the northerly line of said Lot 1 to a found iron monument; thence continuing North 88 degrees 40 minutes 12 seconds West 268.12 feet along the northerly line of said Lot 1 to the point of beginning; thence South 51 degrees 54 minutes 43 seconds West 506.49 feet; thence South 26 degrees 18 minutes 05 seconds East 253.33 feet; thence North 56 degrees 08 minutes 38 seconds East 850.09 feet to a found iron monument on the westerly line of said Dedicated Public Road; thence Southeasterly along the westerly line of said Dedicated Public Road on a curve concave to the northeast, having a central angle 59 degrees 12 minutes 08 seconds and a radius of 75.00 feet, for a distance of 77.49 feet (chord bearing South 28 degrees 35 minutes 22 seconds East); thence South 54 degrees 07 minutes 56 seconds West 1187.36 feet; thence North 12 degrees 45 minutes 06 seconds West 535.62 feet, more or less, to the water's edge of Nelson Lake; thence northeasterly along the water's edge of said Nelson Lake to the northerly line of said Lot 1; thence South 88 degrees 40 minutes 12 seconds East 5 feet, more or less, along the northerly line of said Lot 1 to a found iron monument; thence continuing South 88 degrees 40 minutes 12 seconds East 158.68 feet along the northerly line of said Lot 1 to the point of beginning.

First Supplemental Common Interest Community Plat, Grand View Estates of Nelson Lake, Common Interest Community No. 42, recorded March 3, 2008 (Document No. 556577)

That part of Lot One, Block One, of GRAND VIEW ESTATES OF NELSON LAKE, said plat is on file and of record in the office of the Recorder in Becker County, Minnesota, and that part of the Common Element as designated in said Common Interest Community Number 42 GRAND VIEW ESTATES OF NELSON LAKE described as follows:

Commencing at a found iron monument which designates the southwesterly corner of a Dedicated Public Road according to said GRAND VIEW ESTATES OF NELSON LAKE; thence North 88 degrees 40 minutes 12 seconds West 103.81 feet on an assumed bearing along the northerly line of said Lot One to a found iron monument; thence continuing North 88 degrees 40 minutes 12 seconds West 268.12 feet along the northerly line of said Lot One to a found iron monument; thence South 51 degrees 54 minutes 43 seconds West 230.90 feet to the point of beginning; thence continuing South 51 degrees 54 minutes 43 seconds West 275.59 feet to a

found iron monument; thence South 26 degrees 18 minutes 05 seconds East 253.33 feet to a found iron monument hereinafter referred to as Point A; thence North 59 degrees 57 minutes 23 seconds East 301.43 feet; thence North 32 degrees 24 minutes 20 seconds West 291.61 feet to the point of beginning.

AND

Commencing at a found iron monument at the aforementioned Point A; thence South 27 degrees 12 minutes 04 seconds West 228.16 feet; thence South 54 degrees 07 minutes 56 seconds West 143.77 feet to a found iron monument; thence North 12 degrees 45 minutes 06 seconds West 166.14 feet to the point of beginning; thence South 73 degrees 16 minutes 39 seconds West 207.04 feet; thence South 34 degrees 04 minutes 12 seconds West 148.41 feet; thence North 58 degrees 42 minutes 38 seconds West 89.26 feet; thence North 29 degrees 28 minutes 05 seconds East 105.07 feet; thence North 80 degrees 08 minutes 15 seconds West 401.76 feet, more or less, to the water's edge of Nelson Lake; thence northerly and easterly along the water's edge of said Nelson Lake to the intersection with a line which bears North 12 degrees 45 minutes 06 seconds West from the point of beginning; thence South 12 degrees 45 minutes 06 seconds East 17 feet, more or less, to a found iron monument; thence continuing South 12 degrees 45 minutes 06 seconds East 352.48 feet to the point of beginning.

AND

Commencing at a found iron monument at the aforementioned Point A; thence South 27 degrees 12 minutes 04 seconds West 228.16 feet to the point of beginning; thence South 41 degrees 36 minutes 05 seconds East 220.93 feet; thence North 52 degrees 39 minutes 04 seconds East 435.10 feet; thence North 41 degrees 36 minutes 05 seconds West 209.63 feet; thence South 54 degrees 07 minutes 56 seconds West 436.09 feet to the point of beginning.

Second Supplemental Common Interest Community Plat, Grand View Estates of Nelson Lake, Common Interest Community No. 42, recorded April 16, 2013 (Document No. 606750)

That part of Government Lot 4 and that part of Government Lot 5 of Section 15, Township 138 North, Range 43 West of the Fifth Principal Meridian in Becker County, Minnesota, and that part of Lot One, Block One, of GRAND VIEW ESTATES OF NELSON LAKE, said plat is on file and of record in the office of the Recorder in said County, all described as follows:

Commencing at a found iron monument which designates the southwesterly corner of a Dedicated Public Road according to said GRAND VIEW ESTATES OF NELSON LAKE; thence North 88 degrees 40 minutes 12 seconds West 103.81 feet on an assumed bearing along the northerly line of said Lot One to a found iron monument; thence continuing North 88 degrees 40 minutes 12 seconds West 268.12 feet along the northerly line of said Lot One to a found iron monument; thence South 51 degrees 54 minutes 43 seconds West 506.49 feet to a found iron

monument; thence South 26 degrees 18 minutes 05 seconds East 253.33 feet to a found iron monument; thence South 27 degrees 12 minutes 04 seconds West 228.16 feet to a found iron monument, said point is the point of beginning; thence South 41 degrees 36 minutes 05 seconds East 220.93 feet to a found iron monument; thence North 52 degrees 39 minutes 04 seconds East 435.10 feet to a found iron monument; thence North 41 degrees 36 minutes 05 seconds West 209.63 feet to a found iron monument; thence North 54 degrees 07 minutes 56 seconds East 147.03 feet to a point hereinafter referred to as Point A; thence South 35 degrees 58 minutes 34 seconds East 208.92 feet; thence South 12 degrees 37 minutes 22 seconds West 605.81 feet; thence South 89 degrees 10 minutes 55 seconds East 824.91 feet; thence North 60 degrees 00 minutes 00 seconds East 359.44 feet; thence North 00 degrees 00 minutes 00 seconds East 174.21 feet; thence South 90 degrees 00 minutes 00 seconds East 515.16 feet to the Easterly line of said Lot One, Block One, of GRAND VIEW ESTATES OF NELSON LAKE; thence South 01 degree 39 minutes 05 seconds West 435.51 feet along the easterly line of said Lot One to a found iron monument at the southeasterly corner of said Lot One; thence continuing South 01 degree 39 minutes 05 seconds West 21.49 feet to a found iron monument on the northerly line of AGAPE ACRES SUBDIVISION, said plat is on file and of record in the office of the Recorder in said County; thence North 89 degrees 10 minutes 55 seconds West 429.08 feet along the northerly line of said AGAPE ACRES SUBDIVISION to a found iron monument at the most easterly corner of Lot 13, Block 1, of said AGAPE ACRES SUBDIVISION; thence continuing North 89 degrees 10 minutes 55 seconds West 1431.64 feet along the northerly line of said AGAPE ACRES SUBDIVISION; thence North 00 degrees 49 minutes 05 seconds East 144.47 feet; thence North 25 degrees 56 minutes 15 seconds West 91.58 feet; thence North 89 degrees 10 minutes 55 seconds West 138.58 feet; thence North 42 degrees 58 minutes 08 seconds West 264.65 feet to a found iron monument; thence North 54 degrees 07 minutes 56 seconds East 143.77 feet to the point of beginning.

EXHIBIT B
ADDITIONAL REAL ESTATE

AREA 4 (2.80 acres)

That part of Lot One, Block One, of said GRAND VIEW ESTATES OF NELSON LAKE described as follows:

Beginning at a found iron monument which designates the southwesterly corner of a Dedicated Public Road according to said GRAND VIEW ESTATES OF NELSON LAKE; thence North 88 degrees 40 minutes 12 seconds West 103.81 feet along the northerly line of said Lot One to a found iron monument; thence continuing North 88 degrees 40 minutes 12 seconds West 268.12 feet along the northerly line of said Lot One to a found iron monument; thence South 51 degrees 54 minutes 43 seconds West 230.90 feet; thence South 32 degrees 24 minutes 20 seconds East 271.56 feet to a found iron monument; thence North 56 degrees 08 minutes 38 seconds East 548.82 feet to a found iron monument on the westerly line of said Dedicated Public Road; thence North 01 degree 00 minutes 42 seconds East 45.86 feet along the westerly line of said Dedicated Public Road to a found iron monument; thence North 76 degrees 42 minutes 07 seconds West 49.87 feet along the southerly line of said Dedicated Public Road to the point of beginning.

AREA 5 (8.7 acres, more or less)

That part of Government Lot 4 of said Section 15 and that part of Lot One, Block One, of said GRAND VIEW ESTATES OF NELSON LAKE described as follows:

Commencing at a found iron monument which designates the southwesterly corner of a Dedicated Public Road according to said GRAND VIEW ESTATES OF NELSON LAKE; thence North 88 degrees 40 minutes 12 seconds West 103.81 feet along the northerly line of said Lot One to a found iron monument; thence continuing North 88 degrees 40 minutes 12 seconds West 268.12 feet along the northerly line of said Lot One to a found iron monument; thence South 51 degrees 54 minutes 43 seconds West 506.49 feet to a found iron monument; thence South 26 degrees 18 minutes 05 seconds East 253.33 feet to a found iron monument; thence South 27 degrees 12 minutes 04 seconds West 228.16 feet to a found iron monument; thence South 54 degrees 07 minutes 56 seconds West 143.77 feet to a found iron monument, said point is the point of beginning; thence North 12 degrees 45 minutes 06 seconds West 166.14 feet to a found iron monument; thence South 73 degrees 16 minutes 39 seconds West 207.04 feet to a found iron monument; thence South 34 degrees 04 minutes 12 seconds West 148.41 feet to a found iron monument; thence North 58 degrees 42 minutes 38 seconds West 89.26 feet to a found iron monument; thence North 29 degrees 28 minutes 05 seconds East 105.07 feet to a found iron monument; thence North 80 degrees 08 minutes 15 seconds West 306.99 feet to a found iron monument; thence continuing North 80 degrees 08 minutes 15 seconds West 64.91 feet, more or less, to the waters' edge of Nelson Lake; thence in a southerly and easterly direction along the waters' edge of said Nelson Lake to the northerly line of said AGAPE

ACRES SUBDIVISION, thence South 89 degrees 10 minutes 55 seconds East 142 feet, more or less, along the northerly line of said AGAPE ACRES SUBDIVISION to a found iron monument; thence continuing South 89 degrees 10 minutes 55 seconds East 197.71 feet along the northerly line of said AGAPE ACRES SUBDIVISION; thence North 00 degrees 49 minutes 05 seconds East 144.47 feet; thence North 25 degrees 56 minutes 15 seconds West 91.58 feet; thence North 89 degrees 10 minutes 55 seconds West 138.58 feet; thence North 42 degrees 58 minutes 08 seconds West 264.65 feet to the point of beginning.

AREA 6 (33.96 acres)

That part of Lot One, Block One, of said GRAND VIEW ESTATES OF NELSON LAKE described as follows:

Beginning at the aforementioned Point A; thence South 35 degrees 58 minutes 34 seconds East 208.92 feet; thence South 12 degrees 37 minutes 22 seconds West 605.81 feet; thence South 89 degrees 10 minutes 55 seconds East 824.91 feet; thence North 60 degrees 00 minutes 00 seconds East 359.44 feet; thence North 00 degrees 00 minutes 00 seconds East 174.21 feet; thence South 90 degrees 00 minutes 00 seconds East 515.16 feet to the easterly line of said Lot One, Block One, of GRAND VIEW ESTATES OF NELSON LAKE; thence North 01 degree 39 minutes 05 seconds East 738.85 feet along the easterly line of said Lot One to a found iron monument at the northeasterly corner of said Lot One; thence North 88 degrees 59 minutes 18 seconds West 1143.37 feet along the northerly line of said Lot One to a found iron monument; thence southwesterly along the northerly line of said Lot One on a curve concave to the southeast, having a central angle of 76 degrees 19 minutes 40 seconds and a radius of 35.00 feet, for a distance of 46.63 feet (chord bearing South 52 degrees 50 minutes 52 seconds West) to a found iron monument at a point of reverse curvature; thence southwesterly continuing along the northerly line of said Lot One on a curve concave to the northwest, having a central angle of 107 degrees 07 minutes 33 seconds and a radius of 75.00 feet, for a distance of 140.23 feet (chord bearing South 68 degrees 14 minutes 48 seconds West) to a found iron monument; thence South 54 degrees 07 minutes 56 seconds West 460.47 feet to the point of beginning.

SUBJECT TO an easement for public road purposes over, under and across that part of the above tract described as follows:

Beginning at a found iron monument at the northeasterly corner of said Lot One; thence North 88 degrees 59 minutes 18 seconds West 1143.37 feet along the northerly line of said Lot One to a found iron monument; thence southwesterly along the northerly line of said Lot One on a curve concave to the southeast, having a central angle of 76 degrees 19 minutes 40 seconds and a radius of 35.00 feet, for a distance of 46.63 feet (chord bearing South 52 degrees 50 minutes 52 seconds West) to a found iron monument at a point of reverse curvature; thence southwesterly continuing along the northerly line of said Lot One on a curve concave to the northwest, having a central angle of 30 degrees 35 minutes 04 seconds and a radius of 75.00 feet, for a distance of 40.03 feet (chord bearing South 29 degrees 58 minutes 34 seconds West); thence northeasterly on a curve concave to the southeast, having a central angle of 45 degrees 50 minutes 10 seconds

and a radius of 150.00 feet, for a distance of 120.00 feet (chord bearing North 68 degrees 11 minutes 00 seconds East); thence South 88 degrees 53 minutes 55 seconds East 691.38 feet; thence South 89 degrees 41 minutes 54 seconds East 397.37 feet to the easterly line of said Lot One, thence North 01 degree 39 minutes 05 seconds East 12.17 feet along the easterly line of said Lot One to the point of beginning of said public road easement.