

**COMMON INTEREST COMMUNITY NUMBER 870**  
**(Planned Community)**

**HARBOR SHORES HOMEOWNERS ASSOCIATION**  
**Shoreview, Minnesota**

**DISCLOSURE STATEMENT**

Pursuant to Section 515B.4-102 of Minnesota Statutes; as amended, the undersigned ("Declarant") does hereby fully disclose and provide to \_\_\_\_\_ ("Purchaser"), the following:

1. Name and Number of Common Interest Community

Harbor Shores Homeowners Association  
Common Interest Community Number 870

2. Name and Principal Address of Declarant

580 Shoreview, LLC  
321 University Avenue SE  
Minneapolis, MN 55414

3. Type of Common Interest Community and Number of Units. \_ Harbor Shores Homeowners Association is a "Planned Community" as defined by Minnesota Statutes Chapter 515B, also known as the Minnesota Common Interest Ownership Act (the "Act"). The Community will be composed of twenty-two (22) units.

4. General Description of Community. The Community will be composed of fourteen (14) units. There will be a private street located as depicted on the plat map attached as Attachment A hereto. The Community will have water, sewer, nature gas, electric and telephone mains in and/or parallel with the described private street.

Six (6) units will be located on Lots 1-6, Block 3, eight (8) units will be located on Lots 1-8, Block 2, all in Shoreview Villas, Ramsey County, Minnesota. Each unit will be a wood frame dwelling. Of the fourteen (14) units, seven (7) units are walk outs, four (4) units are look outs; and three (3) units will have full basements.

Each unit will be separately metered for electricity. Interior walls will be constructed of gypsum board of plaster and the floors will be wood subfloors for the first level. The basement levels of the Units will be concrete and

wood subfloors on the other levels, with sheet vinyl, waste and vent systems. The plumbing system will meet or exceed City of Shoreview building codes. The planned community will be registered with the City of Shoreview, and will have all permits and licenses necessary for occupancy.

5. Construction Schedule. Construction for the initial units and landscaping and planting for the units began in January \_\_\_\_, 2025. Construction of the additional units will be in \_\_\_\_\_. If sales of units meet Declarant's expectations, Declarant estimates that construction of all units will be completed by December, 2027.
6. Declarant Expenses. Declarant is presently unaware of any supplies and services which are not reflected in the estimated annual operating budget which the Declarant itself provides, or of any expenses which it pays and which it expects may become at any subsequent time a Common Expense of the Association. Accordingly, there is no projected Common Expense assessment of which Declarant at this time is aware which would be attributable to any such supplies or services.

Declarant has established an alternative assessment program as permitted by Section 515B.3-115(b) of the Act. Specifically, if a common expense assessment has been levied, any unit owned by Declarant shall be assessed at the rate of 25% of the assessment that would be levied on such unit until a certificate of occupancy has been issued with respect to such unit by the City of Shoreview. Thereafter, such unit will be assessed at the full rate. This reduced assessment shall apply to each unit owned by Declarant, and shall continue as to each such unit until the issuance of the certificate of occupancy as previously described. In any event, this alternate assessment program shall end on the tenth anniversary of the recording of the Declaration creating the Planned Community. There are no assurances that this alternative assessment program will have no effect on the level of services for items set forth in the Association's budget.

7. Working Capital Reserve Payment Due from Purchaser to Association at Closing. At the closing, Purchaser will pay to the Association an assessment for working capital in an amount equal to two (2) months projected Common Expense assessments for the unit purchased. Such assessment is to be used to provide a working capital reserve fund for the Association. The assessment is neither refundable, nor is it to be considered an advance payment of monthly assessments. The estimate of the monthly Common Expenses assessable to the unit Purchaser is buying and the working capital assessment required by the Purchase Agreement is detailed in the documentation annexed hereto. In addition, Purchaser shall pay to the Association at closing the full Common Expense assessment for the month succeeding the closing.

8. Liens, Defects, or Encumbrances Affecting Title to Community After Conveyance. The following are the liens, defects, or encumbrances on or affecting the title to the unit or property owned by the Association after the contemplated conveyance by Declarant to Purchaser:
- (a) Reservation of any minerals or mineral rights to the State of Minnesota;
  - (b) Requirement of the Act, as amended;
  - (c) Requirements, restrictions, easements, conditions, obligations, covenants and reservations contained in the Declaration, Bylaws and plat of record, or any amendments thereto;
  - (d) Building, housing and zoning laws, codes, ordinances, and regulations – federal, state and local;
  - (e) Lien of real estate taxes and installments of special assessments (including interest) payable therewith in the year of the closing and in subsequent years;
  - (f) Any mortgage given by Purchaser and encumbering the unit together with its undivided interest in the Common Area;
  - (g) Easements for drainage and utilities shown on the recorded plat;
  - (h) Terms and conditions of Common Interest Community No. 870 Declaration dated \_\_\_\_\_, 2025 and filed \_\_\_\_\_, 2025 as Document No. \_\_\_\_\_ (“Declaration”).
  - (i) Planned Unit Development and Site Development Agreement between the City of Shoreview, Minnesota and 580 Shoreview, LLC. dated September 19, 2024 and filed \_\_\_\_\_, as Document No. \_\_\_\_\_, , as the same may be further amended.
9. Financing Offered by Declarant. The Declarant does not offer financing in connection with the contemplated conveyance by Declarant to Purchaser.
10. Project Approvals. The Declarant has not applied for project approvals from the following: Federal National Mortgage Association (FNMA); the Federal Housing Administration (FHA); an agency of the Department of Housing and Urban Development; Federal Home Loan Mortgage Corporation (FHLMC); the Department of Veterans Affairs (VA).

11. Terms of Warranties Provided by Declarant and Statutory Warranties. Purchaser will be provided with any written warranties of the manufacturers of any appliances included in the unit purchased by Purchaser. These warranties may be found in or on the appliances covered.

Declarant makes no representations with respect to the expected useful lives of any of the structural components and mechanical and electrical installations material to the use and enjoyment of the Community.

In connection with the sale of the unit Purchaser is purchasing, Declarant makes the express and implied warranties which are provided by law. The statutory warranties provided under Minnesota Statutes Chapter 327A and Sections 515B.4-112 to 515B.4-115 are attached to this Disclosure and are incorporated herein by reference. Warranties imposed by law may be excluded or modified by Minnesota Statutes, Section 515B.4-114 and are subject to the statute of limitations for warranties, Minnesota Statutes Section 515B.4-115.

12. Receipt/Provision of Disclosure Statement and Cancellation. Declarant hereby advises Purchaser that pursuant to Minnesota Statutes, Section 515B.4-106:

- (a) Within five (5) days after receipt of this Disclosure Statement, Purchaser may, prior to conveyance, cancel the Purchase Agreement Purchaser has entered into with Declarant;
- (b) If Purchaser receives the Disclosure Statement more than five (5) days before Purchaser signs a Purchase Agreement, Purchaser cannot cancel the Purchase Agreement; and
- (c) If Declarant fails to provide a Disclosure Statement to Purchaser before conveying the unit Purchaser is buying, then Declarant shall be liable to Purchaser in the amount of \$1,000, in addition to any other damages recoverable by Purchaser.

13. Judgments or Pending Suits Against the Association. Declarant, to the best of its knowledge, after reasonable inquiry, is unaware of any unsatisfied judgments or lawsuits to which the Association is a party, or of any pending suits which are material to the Community or the unit being purchased by Purchaser.

14. Common Elements. Except for installation of steps, a dock and appropriate lighting on the Common Areas to allow for access to Snail Lake, completion which are anticipated to be completed by spring or early summer of 2025, Declarant is making no improvements to the Units or the Common Areas.

15. Description of Insurance Coverage. The Declarant will obtain for the Association a master casualty insurance policy which will be in effect prior to the first conveyance of units in the Community, and which will cover the Community against loss or damage by all hazards normally covered by "broad form coverage," for one hundred percent (100%) of the replacement cost of the Community facilities, including the individual units, the common area and all the items referred to in § 515B.3-113(b) but exclusive of land, footings, excavations, and other items normally excluded from such coverage. The insured will be the Association for the use and benefit of the individual unit owners. The policy will contain standard mortgage provisions.

The Association shall also maintain general public liability coverage of all common area and public ways surrounding the Community in an amount of at least One Million Dollars (\$1,000,000.00) for bodily injury and property damage for any single occurrence. The general liability portion of the policy will contain a severability of interest endorsement. Unit owners shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, operation or management of the common area.

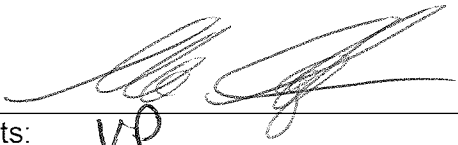
The Association will maintain a fidelity bond or insurance coverage against dishonest acts on the part of directors, officers, managers, trustees, employees, or all persons responsible for handling funds belonging to or administered by the Association if the Board deems such coverage necessary. The Association will purchase worker's compensation insurance and other insurance policies as required by law.

16. Current or Expected Fees or Charges to be Paid by Unit Owners for the Use of Common Elements and Other Facilities Related to the Community. There are no current or expected fees or charges (other than assessments) that will be paid by Unit owners for the use of any of the common facilities in or related to the Community.
17. Financial Arrangements for Completion of Any Improvements Labeled "Must Be Built" Pursuant to Section 515B.4-118 of Minnesota Statutes. Declarant has not labeled any improvements shown in the plat as "MUST BE BUILT," as allowed under Section 515B.2-110 of Minnesota Statutes, and accordingly has made no financial arrangements for the completion of such improvements.
18. Real Estate Taxes. There are no delinquent taxes on the property on which the Community will be constructed. The amount of real estate taxes on the property on which the Community will be constructed (including the amount

of any special assessments certified for payment with real estate taxes) that is due and payable with respect to the units in 2005 is \$100.00 for each lot.

19. Purchaser's Unit. The Purchaser is accepting the Unit(s) it is purchasing in its "AS IS" condition and with all faults.
20. Community and Association Documents. Attached hereto and incorporated herein are copies of the following documents related to the Community and the Association:
  - (a) Declaration and any amendments (other than the plat);
  - (b) Articles of Incorporation of the Association;
  - (c) By-Laws of the Association;
  - (d) Rules and Regulations of the Association;
  - (e) Current balance sheet and projected annual budget of the Association conforming with Minn. Stat. § 515B.4-102(a)(23);
  - (f) Statutory Express and Implied Warranties;
  - (g) Description of contracts or leases that may be subject to cancellation by the Association under Minn. Stat. § 515B.3-105;
  - (h) Planned Unit Development and Site Development Agreement between the City of Shoreview, Minnesota and 580 Shoreview, LLC dated September 19, 2024, and filed \_\_\_\_\_, as Document No. \_\_\_\_\_.
  - (i) Official Plat of Shoreview Villas.
21. Budget. Attached hereto is the projected annual budget of the Association. Under the terms of the Association's bylaws, the Treasurer shall prepare all annual budgets of the Association.
22. Additional Real Estate. Intentionally deleted.
23. Minor Changes to Documents; Priority of Community Documents. The Declarant retains the right to make minor, non-material changes to the Community documents in order to comply with the requirements of the Ramsey County Recorder, the Ramsey County Surveyor, and other governmental agencies, and Declarant's Mortgagees. In the event of any discrepancy between the Community documents and this Disclosure Statement, the language of the Community documents shall control.

Harbor Shores Homeowners Association

By:   
Its: vp

PURCHASER(S) HEREBY ACKNOWLEDGE(S) RECEIPT OF THE FOREGOING  
DISCLOSURE STATEMENT AND THE DOCUMENTATION INCLUDED HERewith  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

Purchaser:

Purchaser:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Current Address)

\_\_\_\_\_  
(Current Address)

\_\_\_\_\_  
(Telephone No.)

\_\_\_\_\_  
(Telephone No.)



## **ATTACHMENTS**

Tab A	Declaration
Tab B	Articles of Incorporation
Tab C	By-Laws
Tab D	Rules and Regulations
Tab E	Projected Annual Budget
Tab F	Statutory Express and Implied Warranties
Tab G	Description of Contracts or Leases Subject to Cancellation
Tab H	Declaration of Easements
Tab I	Development Agreement
Tab M	Official Plat Map