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**AMENDED AND RESTATED DECLARATION  
OF  
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
GROVELAND HOMEOWNERS ASSOCIATION**

**This instrument drafted by:**  
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**AMENDED AND RESTATED DECLARATION**  
**OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**  
**FOR GROVELAND HOMEOWNERS ASSOCIATION**

THIS AMENDED AND RESTATED DECLARATION OF COMMON INTEREST COMMUNITY is executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Groveland Homeowners Association, a Minnesota non-profit corporation (“Declarant”).

WITNESSETH:

WHEREAS, there are filed of record in the office of the Hennepin County Recorder a certain Declaration of Covenants and Restrictions, filed November 16, 1984, as Document No. 4944306, an Amended Declaration of Covenants and Restrictions, filed February 5, 1997, as Document No. 6698365; a First Amendment to Amended Declaration of Covenants and Restrictions of Groveland Homeowners Association filed January 18, 2005, as Document No. 8509877.

WHEREAS, the Original Declaration established a plan for the use, operation, maintenance and preservation of the real estate described in Exhibit A attached hereto (the “Property”), and

WHEREAS, the Declarant and the Owners desire to provide for the preservation of the residential character, value, architectural character, architectural uniformity and amenities which are a part of the Property, and for the maintenance of open spaces and other common facilities, and

WHEREAS, the Declarant and the Owners desire to amend and restate the Original Declaration in accordance herewith, and to subject the Property to the covenants, conditions, restrictions and easements set forth herein, and

WHEREAS, the Property is not subject to the Minnesota Common Interest Ownership Act, Minnesota Statutes Chapter 515B, and is not subject to a master association.

NOW THEREFORE, the Declarant, with the consent of those Owners constituting not less than seventy-five percent (75%) of the Owners hereby declares that the Property and any additions thereto shall be subject to this Amended and Restated Declaration and all of the covenants, restrictions, easements, charges and liens set forth herein; that all persons or entities having or acquiring any interest in the Property shall be bound hereby; and that the Original Declaration and all amendments thereto shall be revoked and superseded in its entirety by this Declaration upon its recording.

## DECLARATION

Declarant hereby declares that the Property as legally described on Exhibit A attached hereto and incorporated herein by reference shall be held, transferred, sold, conveyed, occupied and used subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the said properties hereinafter described or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

### ARTICLE I DEFINITIONS

Section 1. “Association” shall mean Groveland Homeowners Association, a Minnesota nonprofit corporation.

Section 2. “City” shall mean the City of Woodland, a Minnesota municipal corporation.

Section 3. “Common Elements” shall mean all parts of the Property except the Lots, including all improvements thereon, owned by the Association for the common benefit of the Owners and Occupants. The Common Elements are legally described in Exhibit B attached hereto.

Section 4. “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.

Section 5. “Governing Documents” shall mean this Declaration, the Bylaws and Articles of Incorporation of the Association, as each may be amended from time to time.

Section 6. “Lot” or “Unit” shall mean and refer to any tract or parcel of land shown upon any recorded plat or subdivision map of the Properties, whenever such plat or subdivision map, as amended, replatted or further subdivided, shall be made of record.

Section 7. “Member” shall mean any person or entity holding membership in the Association as provided in Article IV hereof.

Section 8. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot subject to the Declaration, but shall not mean or refer to the mortgagee of any such Lot unless and until such mortgagee has acquired title pursuant to foreclosure of said mortgage and the period within which the fee owner may redeem from such foreclosure has terminated. Where any such Lot is being sold by the fee owner to a contract vendee who is entitled to possession of the Lot, the contract vendee shall be considered the “Owner” of the Lot.

Section 9. “Property” or “Properties” shall mean and refer to that certain real property described in Article II of this Declaration.

Section 10. “Rules and Regulations” shall mean any Rules and Regulations promulgated by the Association pursuant to Article V, Section 6 hereof.

## **ARTICLE II DESCRIPTION OF UNITS AND APPURTENANCES**

2.1 Units. There are Forty-two (42) Units (Lots), all of which are restricted exclusively to residential use. Each Unit constitutes a separate parcel of real estate. No additional Units may be created by the subdivision or conversion of Units. However, subject to the requirements set forth in Article XIV, Section 14.2 hereof, additional Units may be created by converting Common Elements into Units. The Unit identifiers and locations of the Units are as shown on the subdivision Plat, which is incorporated herein by reference. The Unit identifier for a Unit shall be its lot and block numbers and the subdivision name.

2.2 Unit Boundaries. The front, rear and side boundaries of each Unit shall be the boundary lines of the platted lot upon which a dwelling is located or intended to be located as shown on the Plat. The Units shall have no upper or lower boundaries. Subject to this Section 2 and Section 3.2, all spaces, walls, and other improvements within the boundaries of a Unit are a part of the Unit.

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

2.4 Use and Enjoyment Easements. Each Unit 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 the Unit, subject to any restrictions authorized by the Declaration.

2.5 Utility and Maintenance Easements. Each Unit 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 Article III.

2.6 Encroachment Easements. Each Unit shall be subject to and shall be the beneficiary of the appurtenant easements for encroachments as described in Article III.

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

2.8 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 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 the Declaration.

2.9 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.

### **ARTICLE III 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 Units constitutes Common Elements. The Common Elements include those parts of the Property described in Exhibit B or designated as Common Elements on the Plat, including, but not limited to, common utilities and water lines and pipes servicing the entire community; any lake front or recreational areas owned by the Association; all common parking areas not included within the Units, and all private roads located within the Property. The Common Elements are owned by the Association for the benefit of the Owners and Occupants.
- b. The Common Elements shall be subject to certain easements as described in Section 2, and to the rights of Owners and Occupants in Limited Common Elements, if any, appurtenant to their Units.
- c. Subject to Sections 5, 6 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.

3.2 Limited Common Elements. The Limited Common Elements are those parts of the Common Elements, if any, that are 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.

3.3 Sale or Lease of Common Areas. No sale and no lease for a duration of longer than 30 days may be made of the common elements or any portion thereof without the consent of Owners of Units to which are allocated at least seventy-five percent (75%) of the votes in the Association. The Board shall have authority to lease portions of the common elements to owners or third parties for periods of up to 30 days without obtaining approval from the members.

## **ARTICLE IV MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION**

4.1. **Membership.** Every Owner of a Lot subject to assessment, except as herein provided to the contrary, shall be entitled and required to be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be a member. An Owner of more than one Lot shall be entitled to one membership for each such Lot. Each such membership shall be appurtenant to the Lot upon which it is based and shall transfer automatically by voluntary or involuntary conveyance of the title of that Lot. No person or entity other than an Owner or Declarant may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to that Lot.

4.2. **Voting and Common Expenses.** Voting rights and Common Expense obligations are allocated equally among the Units; except that 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.

4.4. **Authority to Vote.** The Owner, or some natural person designated to act as proxy on behalf of the Owner in accordance with the Bylaws, may cast the vote(s) 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 Bylaws may cast such vote(s). The voting rights of Owners are more fully described in Section 3 of the Bylaws.

4.5. **Suspension of Voting Rights.** In the event any Owner shall be in arrears in the payment of any amount due under any of the provisions of this Declaration for a period of sixty (60) days, or shall be in default in the performance of any of the terms of this Declaration for a period of sixty (60) days, such Owner's right to vote as a member of the Association may be suspended by the Board and shall remain suspended until all payments are brought current and all defaults remedied.

## **ARTICLE V 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 Rules and Regulations. The Association shall, subject to the rights of the Owners set forth in the Governing Documents, be responsible for the operation, management and control of the Property. The Association shall have all powers described in the Governing Documents 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. 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 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 shall be binding upon all Owners and Occupants, and their lessees, guests, heirs, personal representatives, successors and assigns, and all secured parties.

5.4 Bylaws. The Association shall have Bylaws. The Bylaws and any amendments thereto shall govern the operation and administration of the Association as a nonprofit corporation.

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; 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. Subject to any provisions in this Declaration or the Bylaws requiring consent of the Owners, the Board shall have exclusive authority to approve, implement and amend or revoke 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. 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; provided, however, that no Owner may exempt him or herself from the application of any new or amended rules solely on the basis he or she did not receive actual notice of said Rules and Regulations so long as the Association made reasonable efforts to send or deliver notice to the Owners in compliance with this section.

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.

## **ARTICLE VI 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 Bylaws. Assessments for Common Expenses shall include annual assessments and may include special assessments. Assessments shall be allocated among the Units according to the Common Expenses allocations set forth in Section 4.2, subject to the following qualifications:

- a. 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.



- b. The costs of insurance may be assessed against the Units (i) equally, (ii) in proportion to value, risk or coverage, or (iii) the actual cost with respect to each Unit. The costs of any utilities paid for by the Association may be assessed equally or in proportion to usage.
- c. Reasonable attorneys fees and other costs incurred by the Association in connection with (i) the collection of assessments and/or (ii) the enforcement of the Governing Documents or the Rules and Regulations against an Owner or Occupant, or their guests, may be assessed against the Owner's Unit.
- d. Fees, charges, late charges, fines and interest may be assessed as provided in Article XIII.
- e. Assessments levied 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.
- f. 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.
- g. If any installment of an assessment becomes more than 30 days past due, then the Association may, upon 10 days written notice to the Owner, declare the entire amount of the assessment immediately due and payable in full.
- h. Assessments under Subsections 6.1.a-g shall not be considered special assessments as described in Section 6.3.

The items described in subsections 6.1 a through g may be levied and allocated among all or certain Units as the Board may determine, and such assessments shall be due at such times as the Board shall determine in its sole reasonable discretion. Assessments levied under subsections 6.1 a through e may be assessed as a part of, or in addition to, the other assessments levied under this Section 6.

6.2 Annual Assessments. Annual assessments shall be established and levied by the Board, subject only to the limitations set forth in Sections 6.2 and 6.3. Each annual assessment shall cover all of the anticipated Common Expenses of the Association for the year. Annual assessments shall provide, among other things, for contributions to a separate replacement reserve fund sufficient to cover the periodic cost of replacement of the Common Elements and may also, but need not, provide for contributions to an operating reserve account to cover the periodic cost of maintenance and repair of the Common Elements and those parts of the Units for which the Association is responsible. Notwithstanding the foregoing, the increase in the annual assessment for any year shall not exceed twenty percent (20%) of the total annual assessment for the Association's previous fiscal year unless such increase is approved by the vote of a majority of those Owners voting (i) by mail ballot or electronically, or (ii) in person or by proxy at a meeting called for that purpose.

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 unforeseen 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

exceeding 20% of the prior year's operating budget shall be subject to approval of at least 67% of the total voting power of the Association voting (i) by electronic and/or mail ballot or (ii) in person or by proxy at a meeting called for that purpose.

6.4 Liability of Owners for Assessments. The obligation of an Owner to pay assessments shall commence at the later of (i) the time at which the Owner acquires title to the Unit; or (ii) the due date of the first assessment levied by the Board. 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. The Association may invoke the charges, sanctions and remedies set forth in Article XIII, in addition to any remedies provided elsewhere in the Governing Documents or by law, for the purpose of enforcing its rights hereunder. Failure of the Board of Directors to take action in a given matter shall not be deemed a waiver of any rights and shall not preclude the Board from taking any particular action in the future.

6.5 Recording and Enforcement of Liens. To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot, the name of the person personally obligated to pay the same, and a description of the Lot. Such a notice shall be signed by an officer of the Association, and it or a notice of lien or adverse claim thereof may be recorded in the office of the County Registrar of Titles/Recorder (as appropriate) for Hennepin County, Minnesota. No notice of lien shall be recorded until there is a delinquency in payment of the assessment for thirty (30) days. Upon such a delinquency for thirty (30) days, the Association may proceed promptly to enforce the lien or, in its discretion, to sue the person personally liable to pay the lien for the delinquency. Such lien shall be enforced by action or by power of sale, which is hereby deemed granted by each Owner, at the option of foreclosing party, in the same manner in which mortgages on real property containing a power of sale may be foreclosed in Minnesota, provided, however, that the foreclosing party shall be entitled to costs and disbursements of foreclosure and attorneys fees authorized by the declaration or bylaws, notwithstanding the provisions of Minn. Stat. Section 582.01, subdivisions 1 and 1a. In any such foreclosure, the person personally obligated to pay the lien shall be required to pay all costs of foreclosure including interest, costs, and all reasonable attorneys' fees, notwithstanding the provisions of Minn. Stat. §582.01, Subd. 1 and 1a. All such interest, costs, and expenses shall be secured by the lien being foreclosed. The person personally obligated to pay the lien also shall be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the foreclosed interest in the Lot as the Owner thereof. The Association shall, upon written request, report to any encumbrancer of a Lot any assessments remaining unpaid for longer than thirty (30) days after the same shall have become due, provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

6.7 Subordination of Lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and to tax liens and liens for special assessments in favor of any taxing and assessing unit of government. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of the first mortgage or remedies provided in the mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to charges which accrued prior to acquisition of title pursuant to such sale or transfer. No such sale or transfer shall relieve a Lot from liability for any assessments thereafter becoming due or from the lien thereof or shall relieve the person personally obligated to

pay the lien of personal liability for assessments due prior to such sale or transfer or acquisition of premises. Any delinquent assessments, the lien for which is extinguished by reason of this provision, may be reallocated and assessed to all Lots as a Common Expense.

6.8 Voluntary Conveyances; State 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 by 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.

## **ARTICLE VII RESTRICTIONS ON USE OF PROPERTY**

All Owners and Occupants, and all secured parties, by their acceptance or assertion of an interest in the Property, or by their occupancy of a Unit, covenant and agree that, in addition to any other restrictions which may be imposed by 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 owned, conveyed, encumbered, leased, used and occupied subject to the Governing Documents, as amended from time to time. 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 Compliance with Declaration, Bylaws and Rules and Regulations. Each Unit Owner or occupant of a Unit shall comply with the provisions of this Declaration, the Bylaws, and any Rules and Regulations of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, rules or regulations, shall be grounds for action to recover sums due, for damages, or for injunctive relief.

7.3 Use of Common Elements. There shall be no obstruction, littering, defacement or misuse of Common Elements nor shall anything be stored in the Common Elements except in areas designated for such storage by the Board of Directors of the Association.

7.4 Subdivision Prohibited. No Unit may be subdivided. No Unit may be partitioned without the prior written approval of the Board and of all affected Owners and all secured parties holding first mortgages on the affected Units.

7.5 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. Any lease must provide for the lease of the Unit in its entirety. Leases for less than the entire Unit are not permitted

7.6 Business Use Restricted. The Board shall issue guidelines periodically defining the then current acceptable business definitions consistent with this section.

7.7 Leasing. Leasing of Units shall be allowed, subject to reasonable regulation by the Association, and subject to the following conditions: (i) no Unit shall be leased for transient or hotel purposes; (ii) no Unit may be subleased; (iii) all leases shall be in writing; and (iv) all leases shall provide that they are subordinate and subject to the provisions of the Governing Documents and the Rules and Regulations, 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.

7.8 Notice of Sale or Transfer of Unit. A Unit Owner intending to make a bona fide sale or lease of his/her Unit or any interest therein shall provide advance written notice to the Association of such intention, together with the name and address of the intended purchaser or lessee as the Association may reasonably require. A Unit Owner who has obtained title to his/her Unit by gift, devise, inheritance or any other manner other than by a bona fide sale shall give notice to the Association of acquiring such title, together with a copy of the instrument evidencing said Owner's title and such other registration information regarding said Owner as the Association may reasonably require.

7.9 Parking. 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 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.

7.10 Animals. No animal may be bred, or kept or maintained for business or commercial purposes, anywhere on the Property. However, subject to approval of a majority of Owners present in person or by proxy at a meeting called for that purpose, the Board shall have the authority to prohibit, or to allow and regulate, by Rules and Regulations, the keeping of animals on the Property; provided, however, that the Board shall have exclusive authority to adopt and implement service animal policies and procedures consistent with the Federal Fair Housing Act, the Minnesota Human Rights Act and any other applicable laws or ordinances. The word "animal" shall be construed in its broadest sense and shall include all living creatures except humans.

7.11 Quiet Enjoyment; Interference Prohibited. All Owners and Occupants and their guests shall have a right of quiet enjoyment in their respective Units, 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.

7.12 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste or household refuse shall be kept in sanitary containers. All containers or other equipment for the storage or disposal of such materials shall be kept in accordance with the applicable City ordinances.

7.13 Parking of Recreational Vehicles and Equipment. The Board shall have the exclusive authority to regulate, by Rules and Regulations, the parking and storage of recreational vehicles and equipment on the Property.

7.14 Compliance with Law. No use shall be made of the Property which would violate any then existing municipal 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.

7.15 Alterations. No 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 another Unit 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 Article VIII. 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.

7.16 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 into separate time periods, is prohibited.

7.17 Access to Lots. In case of emergency, all Lots 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 to the Lots is also authorized for enforcement purposes under Article XIII. This Section shall not be deemed to grant the Association authorization to enter any dwelling located upon a Lot without permission from the Owner(s) or Occupant(s) thereof or a court order.

7.18 Hazardous Activities and Waste: Alterations. Nothing shall be done or kept in any Unit or the Common Elements which will increase the rate of insurance for the Association, or the contents thereof, or result in increased water, sewer or other utility charges, without the prior written consent of the Board of Directors of the Association. No Unit Owner or occupant of a Unit shall permit anything to be done or kept in any Unit or in the Common Elements which will result in the cancellation of the Association's insurance, or contents thereof, or which will be in violation of applicable law or ordinance. No waste shall be committed in the Common Elements.

7.19 "Small Dish" Satellite-Type and Any Other Antennae. One "small dish" satellite antenna no larger than one (1) meter in diameter or antennae for purposes of receiving direct broadcast/satellite service, video programming services or television broadcast signals may be installed on a Unit, as permitted by federal law. However, the Board or an architectural control committee appointed by the Board may specify a preferred location for the installation of antennae and/or require that the antenna be installed so as to minimize its visibility from the front of the Unit and otherwise camouflage its appearance, unless such requirements would (i) unreasonably delay installation; (ii) unreasonably increase the cost of installation, maintenance, or use of the antenna; or (iii) preclude reception of an acceptable quality signal. Such installation shall be subject to all governmental laws, codes and ordinances, including any limit on the height of television broadcast antennae. The Board shall have the authority to impose further, reasonable requirements consistent with law and to make exceptions or grant waivers from these requirements as may be required by law. The Owner or Occupant of the Unit shall perform and pay for the installation, maintenance and repair of the antenna. Any and all damage caused by use of these devices shall be the sole responsibility of the Owner installing the device.

## ARTICLE VIII ARCHITECTURAL CONTROL

It is the intent of this section to provide for adherence to the architectural heritage of the Association and that the guidelines for all actions under this section shall be governed by the principal belief that all Units should be compatible with other buildings in the Association in terms of architectural style, quality of construction, principle materials employed in the construction and size.

The Board of Directors shall develop and maintain Architectural Rules and Regulations, and appoint an Architectural Control Committee.

Each residential unit shall be maintained in a proper and reasonable manner. The maintenance, repair, replacement, alteration, rebuilding, restoration, and improvement, collectively, "alterations," of any residential unit shall be the sole responsibility of the Owner of the applicable Unit, subject to the approval of the Board or the Architectural Control Committee ("ACC") as provided herein.

Supervision of proper maintenance shall be the responsibility of the ACC. The ACC shall report to the Board of Directors (Board) with recommendations for disposition of all matters regarding violation of rules established by the Board regarding proper maintenance of residential units. The Board shall act upon such recommendations by the ACC and shall approve or reject such recommendation or fashion a remedy, all within rules and regulations as approved by the Board.

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

- a. Except as expressly provided in this Article VIII, no structure, building, addition, deck, patio, fence, wall, enclosure, nor any other exterior improvements to or alteration of any Dwelling or any other part of a Unit which is visible from the exterior of the Unit (collectively referred to as "alterations"), shall be commenced, erected or maintained in a Unit, 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 the Architectural Control Committee as authorized by the Board.
- b. No residential unit owner shall do or cause to be done any work affecting his individual residential unit or of a neighboring Property, which would jeopardize the architectural soundness or safety of the Property, reduce the value thereof or impair any easement therein.
- c. The criteria for 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) adequate protection of the Property, the Association, Owners and Occupants from liability and liens arising out of the proposed alterations; and (iv) compliance with governmental laws, codes and regulations.
- d. The Association reserves the right to promulgate architectural rules and regulations that may be more stringent than the corresponding city ordinances.

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

- a. Detailed plans, specifications and related information regarding any proposed alteration, shall be submitted to the ACC as required by the Architectural Rules and Regulations prior to commencement of such plan, in a manner and time prescribed by the Board. The ACC shall report to the Board with recommendations for disposition of all matters regarding the proposed plan. No alterations shall be commenced prior to approval.
- b. The Board of Directors or ACC shall give the Owner written notice of approval or disapproval. The failure to provide approval or disapproval shall not be deemed to be an approval by the Board or ACC of a request for alteration.
- c. If no request for approval is submitted, approval shall be deemed to be denied.
- d. All fees and costs incurred by the Association in conjunction with any such request for approval, including attorneys' fees and costs or fees and costs of other professionals, shall be borne by the requesting party. Any such fee or cost which the requesting party fails to pay shall be assessed to the subject Unit and Owner of such Unit, and shall be a lien against such Unit and the personal obligation of such Unit Owner in the same manner and with the same priority and effect as assessments under Section 6 hereof.

8.3 Remedies for Violations. The Association may undertake any measures, legal or administrative, to enforce compliance with this Section, including any remedies authorized by law or under Article XIII of this Declaration, and shall be entitled to recover from the Owners 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 Owner's Unit and a personal obligation of the Owner.

8.4 Modifications to Allow Access to the Disabled. Subject to the provisions of applicable law, an Owner, at Owner's expense, may make improvements or alterations to a Unit as necessary for the full enjoyment of the Unit by any person residing in the Unit who has a handicap or disability, as provided in the Fair Housing Amendments Act, United States Code, Title 42, Section 3601, *et seq.*, and the Minnesota Human Rights Act, Chapter 363, and any amendments to those acts. The Association may not prohibit such improvements or alterations referred to in this Section 8.4, but may reasonably regulate the type, style and quality of the improvements or alterations, as they relate to health, safety and architectural standards.

8.5 Hold Harmless. The Owner who causes an alteration to be made, regardless of whether the alteration is approved by the Board or ACC, shall be solely responsible for the construction standards and specifications relating to the alteration, and the construction work. The Owner, and not the Association, is responsible for determining whether any alteration is in violation of any restrictions imposed by any governmental authority having jurisdiction over the Property. In no event shall the Association's review or approval of plans, specifications or related information be deemed to constitute an opinion or statement by the Association as to the adequacy or structural soundness of the alterations or their compliance with governmental laws, codes, ordinances or regulations. The Owner shall hold the Association harmless and indemnify the Association, and its officers and directors, from and against any expenses, claims, damages, losses or other liabilities, including, without limitation, attorneys' fees and costs of litigation, arising out of (i) any alteration which violates any governmental laws, codes, ordinances or regulations; (ii) the adequacy of the specifications for construction of the alterations; and (iii) the construction of the alterations. Unless expressly stated otherwise in the association's written notice of approval of the proposed alterations or assumed by the Association pursuant to Section 9.2, the Owner shall be solely responsible at

his/her expense for the maintenance, repair and replacement of any and all alterations made pursuant to this Section, subject to the provisions of Section 9.4.

## **ARTICLE IX OTHER RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

9.1. Services. The Association may obtain and pay for the services of any persons or entities, to manage the affairs of the Association, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper discharge of its duties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with its work or the enforcement of this Declaration.

9.2. Maintenance by Association. The Association shall provide for all maintenance, repair or replacement (collectively referred to as "maintenance") of the Common Elements and of the mailboxes servicing the Property.

9.3. Maintenance Obligations of Owners. The Owner of a Lot shall be solely responsible for all maintenance, repair and replacement (collectively referred to as "maintenance") of all portions of his or her Lot and Living Unit, including, but not limited to, (i) maintenance of landscaping and lawn, including all boulevard trees; (ii) maintenance of roof and all exterior building surfaces; (iii) maintenance of all interior portions of the Living Unit; (iv) maintenance of walkways located within a Lot, from Living Unit to sidewalk, including removal of snow therefrom; (v) and maintenance of driveways, including snow removal. If any Owner fails or refuses to maintain such Owner's Lot and improvements thereto, the Association may, but is not obligated to, perform the necessary maintenance and assess the costs thereof to the affected Lot and its Owner.

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 any Owner or Occupant, or their guests, or by a condition in a Lot or Living 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 Lot to do so), and the cost thereof may be assessed against the Lot of the Owner responsible for the damage.

9.5. Maintenance Responsibilities Defined by Board of Directors. Notwithstanding any provisions to the contrary, the Board of Directors shall have the sole and exclusive authority to define the scope of maintenance and repair to be provided by the Association. The Board of Directors is hereby vested with the authority to interpret the Governing Documents and rule on any ambiguities contained therein. The Owners shall be legally bound by any decisions of the Board of Directors pertaining to the determination of the Association's maintenance obligations and the scope and extent thereof.



## ARTICLE X INSURANCE

10.1. Maintenance of Insurance. Commencing not later than the time of the first conveyance of a Lot to an Owner other than Declarant, the Association shall maintain

- (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 property owned by the Association, whether real or personal, as determined by the Board. The policy or policies shall also contain "Inflation Guard" and "Agreed Amount" endorsements, if reasonably available.
- (b) Comprehensive public liability insurance covering the use, operation and maintenance of property owned by the Association, whether real or personal, 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 because of negligent acts of the Association or other Owners or Occupants.
- (c) Fidelity bond, crime 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. The fidelity bond or insurance shall name the Association as the named insured and shall be written in an amount equal to the greater of (i) the estimated maximum of Association funds, including reserves, in the custody of the Association or management agent at any given time while the bond in force, or (ii) a sum equal to three months aggregate assessments on all Lots 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 may be required by law.
- (e) Directors and officers' 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.

***The Association shall not be required to insure any Lot or Living Unit.***

10.2. Premiums; Improvements; Deductibles. All insurance premiums shall be assessed and paid as a Common Expense. The Association may, in the case of a claim for damage resulting from the acts or omissions of a Lot Owner or Occupant or their guest, licensee or invitee, (i) pay the deductible amount as a Common Expense, (ii) assess the deductible amount against the Lots of such Owner in any reasonable manner, or (iii) require the Owner of the Lot causing the damage affected to pay the deductible amount directly. The Association's decision as to who shall be charged with paying the deductible amount may, but need not, be based upon fault.

10.3. 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). 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.

10.4. 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.

10.5. 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, 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.

## **ARTICLE XI RIGHTS FOR THE PROTECTION OF FIRST MORTGAGEES**

11.1. Precedence. The provisions of this Article take precedence over any other conflicting provisions of this Declaration.

11.2. Liability for Unpaid Assessments. Any first mortgagee who obtains title to or comes into possession of a Lot pursuant to the remedies provided in the mortgage or by foreclosure of the mortgage or by deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale shall not be liable for the unpaid assessments of the Lot which accrue prior to the acquisition of title or possession to such Lot by the mortgagee, except (i) as provided in Article VI, or (ii) any unpaid assessments or charges with respect to the Lot may be reallocated equally among all Lots.

11.3. Examination of Books and Records. First mortgagees, including holders, insurers and guarantors of first mortgages shall have the right to examine the books and records of the Association, as set forth more fully in the Bylaws.

## **ARTICLE XII LAND USE REQUIREMENTS AND RESTRICTIONS**

12.1. Residential Structures. All Lots within the Property shall be used only for single-family residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any Lot except a single-family residence structure and accessory structures, related thereto. No sheds, yard barns or other detached storage buildings shall be allowed on any Lot except for permitted structures housing garbage and refuse containers and any other such structures currently existing at the time of recording of this Declaration and any authorized replacements thereof.

12.2. Drainage and Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat unless vacated by action of the municipal authority.

12.3. Easement for Public Utilities. The Property shall be subject to non-exclusive, appurtenant easements for all utilities, water and sewer, septic, metering and control devices, cable television and other electronic communications, 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, including, but not limited to, an easement benefiting the City and running under, over and through the Property for maintenance, repair and replacement of public utilities such as water, sewer and sanitary and storm sewer services. Each Lot, and the rights of the Owners and Occupants thereof, shall be subject to a non-exclusive easement in favor of the other Lots for all such services, including without limitation any sewer or water lines servicing other Lots. Each Lot shall also be subject to an exclusive easement in favor of the Association, the City and all utilities companies providing service to the Lots for the installation and maintenance of utilities metering devices.

12.4. Setback. Every building, structure, or other improvement shall be set back in accordance with the setback ordinances, rules and regulations of the City, and the ordinances, rules and regulations of any other governmental body which may have or acquire jurisdiction over the Property except to the extent that the Owner may be granted or may have been granted a variance or waiver by the appropriate governmental body.

12.5. 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 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 Property for purposes of maintenance, repair, replacement and reconstruction. All easement rights shall include a right of reasonable access to maintain, repair and replace the utility lines and related equipment.

### **ARTICLE XIII COMPLIANCE AND REMEDIES**

Each Owner and Occupant, and any other Person owning or acquiring any interest in the Property, shall be governed by and comply with the provisions of 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.

13.1 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 by an Owner against the Association or another Owner, to enforce compliance with the Governing Documents, the Rules and Regulations, 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 or the Rules and Regulations, as a measure to enforce such Owner's position, or for any other reason.

13.2 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 and/or their guests, who violate the provisions of the Governing Documents or the Rules and Regulations:

- a. Commence legal action for damages or equitable relief in any court of competent jurisdiction.
- b. Impose late charges of up to the greater of \$20.00, or 15% of any amount due, for each past due assessment or installment thereof, and interest on any unpaid balances at the rate of 8% per year.
- c. In the event of default of more than 30 days in the payment of any assessment 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. Ten days' 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 Governing Documents or the Rules and Regulations of the Association.
- e. Suspend the rights of any owner or occupant and their guests to use any Common Elements amenities. Such suspensions shall be limited to periods of default by such Owners and Occupants 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 Lot in which, or as to which, a violation or breach of 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 Dwelling 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, any structure, thing or condition in the Unit or Limited Common Elements which is causing the violation. This section shall not be construed to authorize the Association to enter into any dwelling located within a Lot without permission from the Owner or Occupant of said Lot absent court order authorizing the entry.
- 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.

13.3 Rights to Hearing. In the case of imposition of any of the remedies authorized by Section 13.2.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. 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 or a committee appointed thereby 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 a reasonable time following the hearing, if not delivered to the offender at the hearing.

13.4 Lien for Charges, Penalties, Etc. Any assessments, charges, fines, penalties or interest imposed under this Section shall be a lien against the Unit of the Owner or Occupant against whom the same are imposed and the personal obligation of such Owner 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.

13.5 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 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 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.

13.6 Liability for Owners' and Occupants' Acts. An Owner shall be liable for the expense of any maintenance, repair or replacement of the Property rendered necessary by such Owner's acts or omissions, or by that of Occupants or guests in the Owner's Unit, to the extent that such expense is not covered by the proceeds of insurance carried by the Association or such Owner or Occupant.

However, any insurance deductible amount and/or increase in insurance rates, resulting from the Owner's acts or omissions may be assessed against the Owner responsible for the condition and against his or her Unit.

13.7 Enforcement by Owners. The provisions of this Section shall not limit or impair the independent rights of other Owners to enforce the provisions of the Governing Documents or the Rules and Regulations as provided therein.

#### **ARTICLE XIV AMENDMENTS**

Except as otherwise provided herein, this Declaration may be amended by the consent of Owners of Units to which are allocated at least seventy-five percent (75%) of the votes in the Association. Consent of the Owners may be obtained in writing or at a meeting of the Association duly held in accordance with the Bylaws. The Amendment shall be effective when recorded. An affidavit by the Secretary of the Association as to the outcome of the vote, or the execution of the foregoing agreements or consents, shall be adequate evidence thereof for all purposes, including without limitation, the recording of the amendment. Notwithstanding the foregoing, the following provisions shall apply:

14.1 Certain Amendments. Any amendment that would have the effect of changing the form of the community from a planned community to another form, that would have the effect of severing any portion of the Property from the Association or that would merge two or more community associations must be approved by no less than eighty percent (80%) of the total votes of the Association.

14.2 Conversion of Common Elements into Units. Any amendment that would have the effect of converting any portion of the Association's Common Elements into Units or Lots must be approved by no less than seventy-five percent (75%) of the total votes of the Association. Notwithstanding the above, if any such amendment would cause the total number of Units in the Association to exceed 45, such amendment must be approved by no less than eighty percent (80%) of the total votes of the Association.

14.3 Termination of Association. The Association may be terminated only by an agreement of the owners representing at least eighty percent (80%) of the total votes in the Association and at least eighty percent (80%) of the first mortgagees of units (each mortgagee having one vote per unit financed). An agreement to terminate shall be evidenced by a written agreement, executed in the same manner as a deed by the required number of owners and mortgagees. The agreement shall specify a date after which the agreement shall be void unless recorded before that date. The agreement shall also specify a date by which the termination of the Association as a corporation and the winding up of its affairs must be accomplished. A certificate of termination executed by the Association shall be recorded on or before the termination date, or the agreement to terminate shall be revoked. Upon termination, the Association shall have the power and authority to take all actions necessary to wind up the affairs of the corporation, including the power to sell or otherwise convey the common elements.

## **ARTICLE XV GENERAL PROVISIONS**

15.1 **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.

15.2 **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.

15.3 **Notices.** Unless specifically provided otherwise in the Governing Documents, 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; except that registrations pursuant to Section 2.2 of the Bylaws shall be effective upon receipt by the Association.

15.4 **Conflicts Among Documents.** In the event of any conflict among the provisions of this Declaration, the Bylaws or any Rules and Regulations approved by the Association, the following provisions shall control. As among this Declaration, Bylaws and any Rules and Regulations, this Declaration shall control, and as between the Bylaws and any Rules and Regulations, the Bylaws shall control.

**IN WITNESS WHEREOF**

The undersigned has caused this Amended and Restated Declaration of Covenants, Conditions Restrictions and Easements for Groveland Homeowners Association to be executed as of the day and year first above written.

GROVELAND HOMEOWNERS  
ASSOCIATION

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2015, by \_\_\_\_\_, the \_\_\_\_\_ of Groveland Homeowners Association, a Minnesota corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

**This instrument drafted by:**  
Hellmuth & Johnson (PJH)  
8050 W. 78<sup>th</sup> St.  
Edina, MN 55439  
(952) 941-4005  
19931.0001 – 2402486\_1



**EXHIBIT A LEGAL DESCRIPTION OF PROPERTY**

Blocks 1 and 2, Methodist Lakeside Assembly in Woodland, Hennepin County, Minnesota

**EXHIBIT B LEGAL DESCRIPTION OF COMMON ELEMENTS**

Lot 44, Block 1 and Lot 2, Block 2, Methodist Lakeside Assembly in Woodland, Hennepin County, Minnesota