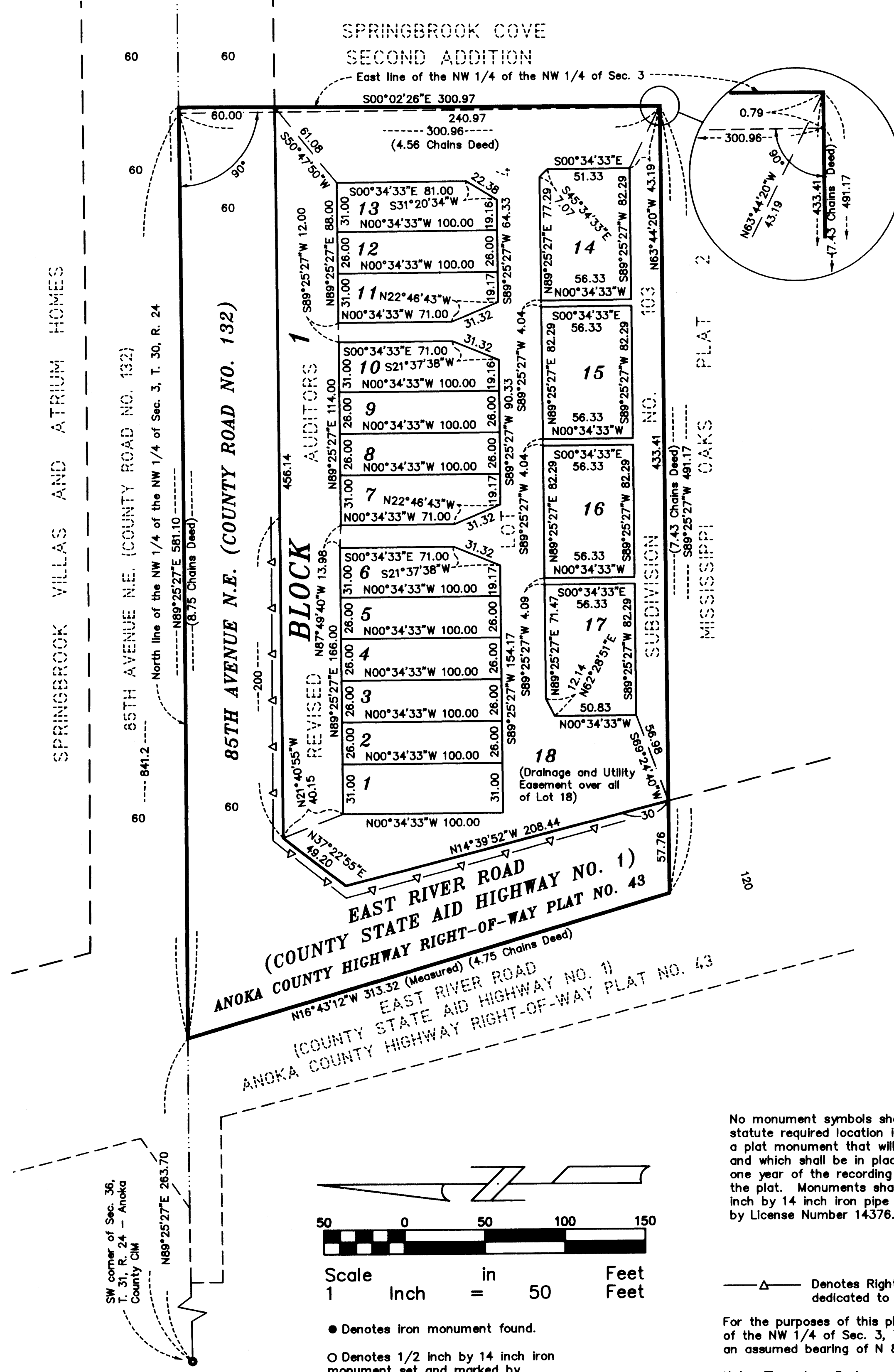


# RIVER VILLAGE ESTATES 3RD ADDITION

CITY OF COON RAPIDS,  
COUNTY OF ANOKA  
Sec. 3, T. 30, R. 24



**KNOW ALL MEN BY THESE PRESENTS:** That Prime Builders, Inc., a Minnesota corporation, fee owner of the following described property situated in the County of Anoka, State of Minnesota, to wit:

That part of the Northwest Quarter of the Northwest Quarter of Section 3, Township 30, Range 24, Anoka County, Minnesota, described as follows: Commencing at a point on the north line of said Section 3 distant 841.2 feet east from the southwest corner of Section 36, Township 31, Range 24; thence at right angles south 300.96 feet; thence at right angles east to the east line of said Northwest Quarter of the Northwest Quarter; thence north along said east line to the north line thereof; thence west along said north line to the place of commencement, according to the Government Survey thereof.

That part of the North Half of the Northwest Quarter of the Northwest Quarter of Section 3, Township 30, Range 24 described as follows: Commencing at a point on the north line of said Section 3 distant 263.7 feet east from the southwest corner of Section 36, Township 31, Range 24; thence east 8.75 chains; thence at right angles south 4.56 chains; thence at right angles west 7.43 chains; thence in a northwesterly direction 4.75 chains to the place of beginning.

Has caused the same to be surveyed and platted as RIVER VILLAGE ESTATES 3RD ADDITION, and does hereby donate and dedicate to the public for public use forever the Road and Avenue as shown on this plat. Also dedicating to the public, the easements as shown on this plat for drainage and utility purposes only. Also dedicating to the County of Anoka the right of access to County State Aid Highway No. 1 and County Road No. 132 as shown on said plat.

In witness whereof, said Prime Builders, Inc., a Minnesota corporation has caused these presents to be signed this 15<sup>th</sup> day of October, 2001.

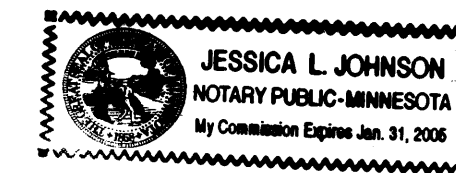
PRIME BUILDERS INC.

By: [Signature]  
John M. DeVries, President

383303  
Office of REGISTRAR OF TITLES  
STATE OF MINNESOTA  
COUNTY OF ANOKA  
I hereby certify that the within instrument was filed in this office on Nov. 2, 2001 at 10 o'clock A.M.  
Maureen J. Devine, Registrar of Titles  
By: [Signature]  
Deputy Registrar of Titles

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

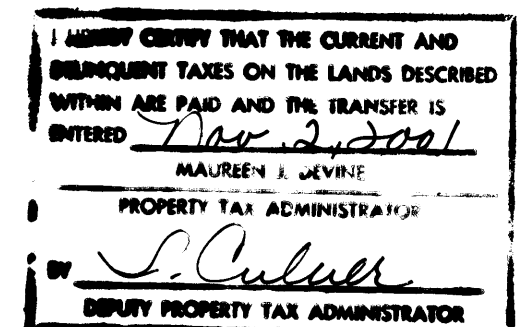
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of October, 2001 by John M. DeVries, president of Prime Builders Inc., a Minnesota corporation, on behalf of said corporation.



[Signature]  
Notary Public, Hennepin County, Minnesota  
My Commission Expires January 31, 2005

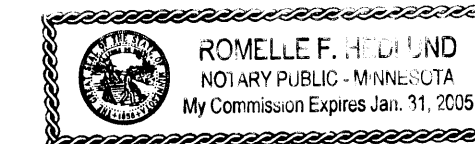
I hereby certify that I have surveyed and platted the property described in this plat as RIVER VILLAGE ESTATES 3RD ADDITION; that this plat is a correct representation of said survey; that all distances are correctly shown on the plat in feet and hundredths of a foot; that all monuments have been correctly placed in the ground as shown or will be correctly placed in the ground as designated; that the outside boundary lines are correctly designated on the plat; and that there are no wet lands or public highways to be designated on the plat other than as shown.

[Signature]  
Jeffrey D. Lindgren, Land Surveyor  
Minnesota Registration No. 14376



STATE OF MINNESOTA  
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 15<sup>TH</sup> day of OCTOBER, 2001 by Jeffrey D. Lindgren, Land Surveyor.



[Signature]  
Notary Public, Hennepin County, Minnesota  
My Commission Expires January 31, 2005

The plat of RIVER VILLAGE ESTATES 3RD ADDITION was approved by the Planning Commission of the City of Coon Rapids, Anoka County, Minnesota this 24<sup>th</sup> day of May, 2001.

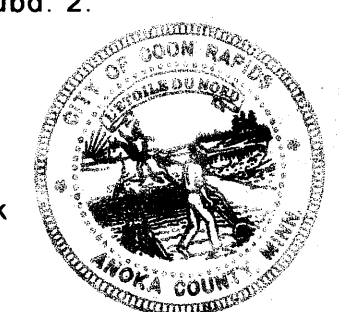
By: [Signature], Chairman

We hereby certify that the City Council of the City of Coon Rapids, Anoka County, Minnesota duly accepted and approved the plat of RIVER VILLAGE ESTATES 3RD ADDITION at a regular meeting held this 4<sup>th</sup> day of September, 2001. If applicable, the written comments and recommendations of the Commissioner of Transportation and the County Highway Engineer have been received by the City or the prescribed 30 day period has elapsed without receipt of such comments and recommendations, as provided by Minnesota Statutes, Section 505.03, Subd. 2.

CITY OF COON RAPIDS:

By: [Signature], Mayor

Attest: [Signature], City Clerk



SURVEY DIVISION, ANOKA COUNTY, MINNESOTA

Checked and approved this 29<sup>th</sup> day of OCTOBER, 2001.

By: [Signature]  
Anoka County Surveyor

No monument symbols shown at any statute required location indicates a plat monument that will be set, and which shall be in place within one year of the recording date of the plat. Monuments shall be 1/2 inch by 14 inch iron pipe marked by License Number 14376.

—△— Denotes Right-of Access dedicated to Anoka County.

For the purposes of this plat, the North line of the NW 1/4 of Sec. 3, T. 30, R. 24 has an assumed bearing of N 89°25'27" E.

Note: There is a Drainage and Utility Easement over all of Lot 18, Block 1.

# 383303

## THIS DOCUMENT NUMBER REPRESENTS A PLAT

ALL PLATS ARE MAINTAINED ON A SEPARATE MICROFICHE IN A SEPARATE SECTION RESERVED FOR PLATS. FULL SIZE COPIES OF PLATS ARE STILL AVAILABLE FOR VIEWING.

MUNICIPALITY: Coon Rapids CERTIFIED BY: A ON 11/2/01

MAP # 2552 PLAT BOOK: \_\_\_\_\_ OF \_\_\_\_\_ PAGE \_\_\_\_\_

DOC. DATE: 10/15/01 NO. OF PAGES: 1 TRACT BOOK: \_\_\_\_\_ PAGE \_\_\_\_\_

PLAT SHORT NAME: River Village Est 3RD Add

LONG NAME: River Village Estates 3RD Addition

A/T	PARENT PINS	KEY	RES?	GRANTORS (Fees, C/Ps, Mortgagees)	Marital Status
T	03.30.2722.0002	338094	N	Prime Builders Inc.	free

FILED BY: \_\_\_\_\_ PHONE: \_\_\_\_\_

TAXPAYER NAME: Prime Builders Inc

ADDRESS: 5747 W Broadway

CITY: Crystal STATE: Mn ZIP: 55428

### NEW PARCELS

LOT	BLOCK	LOT	BLOCK	LOT	BLOCK
1-18	1				
					(18)

DELT & CURRENT TAXES ARE PAID: INITIALS: Jp DATE: 11/02/01

DIV. NO.: \_\_\_\_\_  
DIV. FEE: \$ 580

**TORRENS**

Receipt # <u>105393/6393</u>	<input type="checkbox"/> Certified Copy Date Mailed _____
Date/Time: <u>11/02/01 10:00</u>	<input type="checkbox"/> Tax Liens / Releases
Doc. Order <u>3</u> of <u>4</u>	<input type="checkbox"/> Multi-Co Doc Tax Pd
✓ by: Recordability: <u>Jep</u>	<input type="checkbox"/> Transfer <input type="checkbox"/> New Desc.
Filing Fees: <u>593 + 580</u>	<input checked="" type="checkbox"/> Division <input type="checkbox"/> GAC
Well Certificate Received this Date: _____	<input type="checkbox"/> Status <input type="checkbox"/> Def. Spec
Refund Rec't # _____	<input type="checkbox"/> Other <input type="checkbox"/> No Change
Notes: _____	
From Cert. # <u>94312</u> <u>A</u> # of New Certs.: <u>0</u>	Comp. Entry _____
Tract Updated: _____	Comp. Complete _____

BK 266 PG 94312 NO 94312

DOCUMENT NO. 383303.0 TORRENS

**ANOKA COUNTY MINNESOTA**

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE FOR RECORD ON **NOV 02 2001** AT **10:00 AM** AND WAS DULY RECORDED. FEES AND TAXES IN THE AMOUNT OF **\$639.50** PAID.

RECEIPT NO. 2001105393

~~XXXXXXXXXX~~ MAUREEN J. DEVINE  
ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES  
TAP

BY \_\_\_\_\_  
DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

383303.0 TORRENS  
NORTHERN TITLE  
SUITE 350  
4570 W. 77TH STREET  
EDINA, MN 55435



**COMMON INTEREST COMMUNITY NUMBER 101  
(Planned Community)**

**RIVER VILLAGE ESTATES 3RD ADDITION TOWNHOMES**

**DECLARATION**

This Declaration is made in the County of Anoka, State of Minnesota, on this 24<sup>th</sup> day of October, 2001, by Prime Builders, Inc., a Minnesota corporation (the "**Declarant**"), pursuant to the provisions of Minnesota Statutes Chapter 515B, known as the Minnesota Common Interest Ownership Act (the "**Act**"), for the purpose of creating River Village Estates 3rd Addition Townhomes.

**WHEREAS**, the **Declarant** is the owner of certain real property located in Anoka County, Minnesota, legally described in Exhibit A attached hereto and **Declarant** desires to submit said real property and all improvements thereon (collectively the "**Property**") to the **Act**, and,

**WHEREAS**, **Declarant** desires to establish on the **Property**, 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, the structural quality, and the original architectural and aesthetic character, of the **Property**, and,

**WHEREAS**, the real estate subject to this Declaration and the improvements constructed thereon, will require uniform and continuing care and maintenance for the benefit and enjoyment of persons residing in the townhomes, and

**WHEREAS**, River Village Estates 3rd Addition Townhome Association, Inc., a Minnesota non-profit corporation (hereinafter referred to as "**Association**"), has been formed as an agency to receive the power to attend to and effectuate policies and programs that will enhance the pleasure and value of the development, to preserve and enhance the portions of the **Property** which are improved by **Declarant** from time to time, to administer and enforce the covenants and restrictions, and collect and disburse the assessments and charges hereinafter created, and

**WHEREAS**, the **Declarant** intends to define the **Property** as a Common Interest Community under the provisions of Chapter 515B of Minnesota Statutes and to create this planned community subject to the provisions of such Statutes, unless otherwise provided herein, 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 the Declaration and submits the **Property** to the **Act** as a planned community under the name "River Village Estates 3rd Addition", consisting of the **Units** referred to in Section 2, declaring that this Declaration shall constitute covenants to run with the **Property**, and that the **Property** 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):

1.0 "**Articles**" shall mean the Articles of Incorporation for the **Association**.

1.1 "**Association**" shall mean River Village Estates 3rd Addition Townhome Association, Inc., 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 consist of all **Owners** as defined herein.

1.2 "**Board**" shall mean the Board of Directors of the **Association** as provided for in the Bylaws.

1.3 "**Building**" shall mean each structure which is or becomes a part of the **Property** and contains any **Units**.

1.4 "**Bylaws**" shall mean the **Bylaws** 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 **Units**, including all improvements thereon, owned by the **Association** for the common benefit of the **Owners** and **Occupants**.

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 **Bylaws**.

1.7 "**Dwelling**" shall mean all or part of a building consisting of one (1) or more floors and intended for occupancy as a single family residence, and located within the boundaries of a **Unit**. The **Dwelling** includes any garage attached thereto located within the boundaries of the same **Unit**.

1.8 "**Eligible Mortgagee**" shall mean any **Person** owning a mortgage on any **Unit**, which mortgage is first in priority upon foreclosure to all other mortgages that encumber such **Unit**, 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** and **Bylaws** 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 and refer to any plot of land shown on any recorded subdivision map of the **Property**.

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 "Occupant" shall mean any person or persons, other than an **Owner**, in possession of or residing in a **Unit**.

1.13 "Owner" shall mean a **Person** who owns a **Unit**, 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.

1.14 "Party Wall" shall mean and refer to any shared wall between two (2) **Dwellings**.

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, and any amended or supplemental plat subsequently recorded in accordance with the **Act**, depicting the **Property** pursuant to the requirements of Section 515B.2-110(c) of the **Act**, and satisfying the requirements of Minnesota Statutes Chapter 505, 508 or 508A, as applicable.

1.17 "Property" shall mean all of the real property submitted to this Declaration, including and all other structures and improvements located thereon now or in the future. The **Property** as of the date of this Declaration is legally described in Exhibit B 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 "Unit" shall mean any platted **Lot** subject to this Declaration upon which a **Dwelling** is located or intended to be located as shown on the **Plat** including all improvements thereon, but excluding the **Common Elements**.

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 seventeen (17) **Units** 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** 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, and a schedule of **Units** is set forth on Exhibit A.

**2.2 Unit Boundaries.** The front, rear and side boundaries of each **Unit** shall be the boundary lines of the platted **Lot** upon which the **Dwelling** is located or intended to be located as shown on the **Plat**. The **Unit** shall have no upper or lower boundaries. Subject to this Section 2 and Section 3.2, all spaces, walls, and other fixtures and 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 **Lot** 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 Section 11.

**2.6 Encroachment Easements.** Each **Unit** shall be subject to and shall be the beneficiary of the appurtenant easements for encroachments as described in Section 11.

**2.7 Declarant's Easements.** **Declarant** shall have and be the beneficiary of easements for construction and sales activities as described in Section 13.

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

**2.9 Easements are Appurtenant.** All easements and similar rights burdening or benefitting 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 benefitting or burdening the **Property** shall be construed in a manner consistent with, and not in conflict with, the easements created by the Declaration.

**2.10 Impairment Prohibited.** No person shall materially restrict or impair any easement benefitting 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 **Units** constitutes **Common Elements**, and the undivided interests therein are allocated equally among the **Units**. The **Common Elements** include but are not limited to, all the areas and items listed in this Section or designated as **Common Elements** on the **Plat** or in the **Act**. The undivided interest in the **Common Elements** allocated to a **Unit** is appurtenant to such **Unit** and is inseparable from that **Unit**.
- 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**, 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, and 8, 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** 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**. 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**.
- b. Improvements such as decks, patios, 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**.

#### **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, **Common Expense** obligations, and undivided interests in the **Common Elements** 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** 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 **Bylaws** may cast such vote. The voting rights of **Owners** are more fully described in Section 3 of the **Bylaws**.

## 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**, the **Rules and Regulations** 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**.

5.4 **Bylaws.** The **Association** shall have **Bylaws**. The **Bylaws** 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**.

**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 **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 Expenses** 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 benefitting fewer than all of the **Units** may be assessed exclusively against the **Units** benefitted, 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**. The required reserve for replacements assessed against the four (4) detached **Units** may thus be established proportionately higher, taking into consideration the anticipated addition costs of future exterior maintenance on detached **Units**.
- c. The costs of insurance shall be assessed in proportion to value, risk or coverage, and the costs of utilities may be assessed in proportion to usage.
- 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 6.1a-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 the 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. Until a **Common Expense** assessment is levied, **Declarant** shall pay all accrued expenses of the common interest community.
- b. After a **Common Expense** assessment is levied, the annual assessment may be subsequently increased by the **Board**, subject to Section 6.2, (c).
- c. Until the termination of the period of **Declarant** control described in Section 13.7, the increase in the annual assessment for any year shall not exceed the greater of (i) the increase in the U.S. Department of Labor Revised Consumer Price index for Urban Wage Earners and Clerical Workers of All Items for the prior year; or (ii) five percent (5%) of the total annual assessment for the **Association's** previous fiscal year, unless such increase is approved by the vote of two-thirds (2/3) of those **Owners** other than **Declarant** 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 twenty one (21) days nor more than thirty (30) days in advance of the meeting.

**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 two-thirds (2/3) of those **Owners** other than **Declarant** 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 twenty one (21) days nor more than thirty (30) days in advance of the meeting.

**6.4 Working Capital Fund.** This section is only applicable to initial sales of **Units** by the **Declarant** to original **Owners**. **Declarant** shall establish a working capital fund to meet unforeseen expenditures or to purchase additional equipment or services during the period when **Declarant** is conducting its sales activities. There shall be contributed on a one-time basis for each **Unit** sold by **Declarant** an amount equal to two (2) months installments of the estimated **Common Expense** assessment for the **Unit** being conveyed. The contribution to the working capital fund may be paid either at the time of closing of sale of the **Unit** or when control of the **Association** is transferred to the **Owners** upon termination of the period of **Declarant** control. The amounts paid into this fund are

in addition to the regular monthly installments of assessments. The funds shall be deposited into the **Association's** account, and **Declarant** may not use the funds to defray any of its expenses, reserve contributions, or construction costs, or to make up any budget deficit while **Declarant** is in control of the **Association**. However, upon closing of an unsold **Unit**, **Declarant** may reimburse itself from funds collected at the closing for funds which it contributed to the working capital fund with respect to that **Unit**.

**6.5 Liability of Owners for Assessments.** Subject to the authority of the first **Board** of Directors to defer the levying of an assessment, the obligation of an **Owner** to pay assessments shall commence at the later of (i) the recording of the Declaration or amendment thereto which creates the **Owner's Unit**, or (ii) the time at which the **Owner** acquires title to the **Unit**, subject to the alternative assessment program described in Section 6.6. 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 12, in addition to any remedies provided elsewhere in the **Governing Documents** or by law, for the purpose of enforcing its rights hereunder.

**6.6 Declarant's Alternative Assessment Program.** Notwithstanding anything to the contrary in this Section 6, if a **Common Expense** assessment has been levied, any **Unit** owned by **Declarant** for initial sale shall be assessed at the rate of twenty five percent (25%) of the assessment levied on other **Units** of the same type until a certificate of occupancy has been issued with respect to such **Unit** by the municipality in which the **Unit** is located. This reduced assessment shall apply to each **Unit** owned by **Declarant** at the time that the **Unit** is created, and shall continue until the issuance of the certificate of occupancy as previously described. 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.

**6.7 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.

**6.8 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**.

**6.9 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, 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.3115(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.

**6.10 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 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.

## SECTION 7 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 **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 owned, conveyed, encumbered, leased, used and occupied subject to the **Governing Documents** and the **Act**, 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 Subdivision Prohibited.** Except as permitted by the **Act**, no **Unit** nor any part of the **Common Elements** may be subdivided or partitioned without the prior written approval of all **Owners** and all secured parties holding first mortgages on the **Units**.

**7.3 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 7.4. Any lease of a **Unit** (except for occupancy by guests with the consent of the **Owner**) for a period of less than seven (7) days, or any occupancy which includes services customarily furnished to hotel guests, shall be presumed to be for transient purposes.

**7.4 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 any **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, (ii) the **Association** may maintain offices on the **Property**

for management and related purposes, and (iii) **Declarant** may maintain offices and other business facilities on the **Property** in connection with its special **Declarant** rights.

**7.5 Leasing.** 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 Documents**, 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.

**7.6 Parking.** 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**, provided that parking of any recreational vehicles, whether self-propelled or otherwise shall be expressly prohibited nor shall any vehicles be continuously maintained in any designated parking area for a period greater than seven (7) consecutive days without the express prior consent of 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.

**7.7 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.

**7.8 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.

**7.9 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**.

**7.10 Alterations.** Except for those made by **Declarant** in consideration of its initial sale of a **Unit**, 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 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.

**7.11 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.

**7.12 Access to Units.** In case of emergency, all **Units** 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 8 and for enforcement purposes under Section 12.

## **SECTION 8 MAINTENANCE AND REPAIR**

The following provisions shall govern the maintenance, repair and replacement of the **Property**.

**8.1 Association Responsibility.** The **Association** shall, at its expense, be responsible for the following items of maintenance, repair and replacement:

- a. The **Association** shall provide for all maintenance, repair, or replacement of the **Common Elements** subject to the responsibility of an **Owner** or **Occupant** to pay or reimburse for damages referenced in Section 8.2, below.
- b. The **Association** shall be responsible for maintenance and repair of **Limited Common Elements** unless the **Association** assigns, in writing, the responsibility and financial obligations for maintenance and repair of **Limited Common Elements** to the **Owner** of each **Unit** or **Units** to which the **Limited Common Elements** are assigned.
- c. In order to preserve the architectural character, quality and uniform and high standards for appearance of the **Property**, the **Association** shall provide for exterior maintenance upon all **Dwellings** including paint, roof repairs, gutter and downspout repair and replacements, garage doors (excluding hardware) and exterior siding and other building surfaces and shall further provide for lawn, shrub, and tree maintenance on all **Units**, including watering. 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 (d) or (e), below.
- d. 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 **Dwellings**, or maintenance of water and sewer systems within **Units**.
- e. The **Association** shall be responsible for all incidental damage caused to a **Unit** or its **Limited Common Elements** by work done by the **Association** or the **Association's** contractor(s) pursuant to this Section.

**8.2 Owner Responsibility.** The **Owner** shall, at his or her expense, be responsible for maintenance, repair and replacement as follows:

- a. To maintain, repair and replace all portions of the **Unit**, to maintain the **Unit** in good, clean and sanitary condition, and to perform such maintenance and repair of any **Limited Common Elements** allocated to such **Unit** as the **Association** may, from time to time, assign to the **Owner** thereof. The **Association** may require that the **Owners** perform their obligations to maintain their **Limited Common Elements** in accordance with standards established by the **Association**.



- b. To perform his or her responsibilities in such manner as not to damage the **Property**, or unreasonably disturb or cause a hazard to other persons occupying or otherwise using the **Property**;
- c. To promptly pay or reimburse the **Association** for any costs incurred by the **Association** for the repair of any damage to the **Common Elements**, **Limited Common Elements** or other **Units**, caused by the **Owner** or **Occupant**, or their guests, or caused by any condition in the **Unit** or **Limited Common Elements** which the **Owner** or **Occupant** has allowed to exist.

**8.3 Restrictions on Alterations.** Except for the **Declarant**, no **Owner** or **Occupant** shall, without prior written authorization from the **Board**:

- a. Cause or permit alterations, as defined in Section 7.10, to be made to a **Unit** or the **Common Elements**.
- b. Do anything that could jeopardize or impair the weather-tight integrity, safety or soundness of any **Building** or other improvement to the **Property**, nor impair any easement.

**8.4 Duty to Report Defects.** **Owners** or **Occupants** shall promptly report to the **Association** any defect any defect or need for repairs to the **Common Elements** or **Limited Common Elements**.

**8.5 Easements for Maintenance, Repair and Replacement.** Each **Unit** and the **Common Elements** and **Limited Common Elements** are subject to appurtenant easements in favor of the **Association** for maintenance, repair, replacement and reconstruction of the **Units**, **Common Elements** and **Limited Common Elements**. Each **Owner** shall afford to the **Association** and its management agents and employees, access at reasonable times and upon reasonable notice, to and through the **Unit** and its **Limited Common Elements** for maintenance, repair and replacement; provided that access may be had without notice and at any time in case of emergency.

## SECTION 9 INSURANCE

**9.1 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 §515B.3-113 of 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 as may from time to time be required by the regulations of the FHA or 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 obligating the **Association** to keep certain specified coverages or endorsements in effect. The **Association** may exclude from coverage any contents and personal property owned by any **Owner** or **Occupant**.

- 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** because of negligent acts of the **Association** or other **Owners** or **Occupants**. The policy shall contain such additional provision 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 FHA or FNMA as a prerequisite to their insuring, purchasing or financing a mortgage on a **Unit**, naming the **Association** as the named insured and 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 **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 if 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**.

**9.2 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.

**9.3 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**.

**9.4 Required Policy Provisions.** All policies of property insurance carried by the **Association** shall provide that:

- a. Each **Owner** and secured party is an insured **Person** under the policy with respect to liability arising out of the **Owner's** interest in the **Common Elements** or membership in the **Association**.

- b. The insurer waives its right to subrogation under the policy against any **Owner** or member of the **Owner's** household and against the **Association** and members of the **Board**.
- c. No act or omission by any **Owner** or secured party, unless acting within the scope of authority on behalf of the **Association**, shall void the policy or be a condition to recovery under the policy.
- d. If at the time of a loss under the policy there is other insurance in the name of an **Owner** covering the same property covered by the policy, the **Association's** policy is primary insurance.

**9.5 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 thirty (30) days prior written notice to the **Association**, to the FHA or FNMA (if applicable), all of the insureds and to all **Eligible Mortgagees**.

**9.6 Restoration in 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 (i) 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.

**9.7 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 10 RECONSTRUCTION, CONDEMNATION AND EMINENT DOMAIN

**10.1 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.

**10.2 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. **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.

**10.3 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 16.10.

## SECTION 11 EASEMENTS

**11.1 Easement for Encroachments.** If there is an encroachment by a **Unit** upon another **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 and for the maintenance thereof, shall exist; provided that with respect

to alterations made pursuant to Section 7.10, 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.

**11.2 Easement for Maintenance, Repair, Replacement and Reconstruction.** Each **Unit**, 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** for the purposes of maintenance, repair, replacement and reconstruction of the **Units**, and utilities serving the **Units**, to the extent necessary to fulfill the **Association's** obligations under the **Governing Documents**.

**11.3 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**, and the rights of the **Owners** and **Occupants** thereof, shall be subject to a non-exclusive easement in favor of the other **Units** for all such services, including without limitation any sewer or water lines servicing other **Units**. Each **Unit** shall also be subject to an exclusive easement in favor of the **Association** and all utilities companies providing service to the **Units** for the installation and maintenance of utilities metering devices.

**11.4 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 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** and the **Common Elements** for purposes of maintenance, repair, replacement and reconstruction.

## SECTION 12 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 **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**.

**12.1 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**, 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.

**12.2 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**, 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 the greater of Twenty and No/100 Dollars (\$20.00), or fifteen percent (15%) of the amount due, for each past due assessment or installment thereof, and interest at up to the highest rate permitted by law.
- c. In the event of default of more than thirty (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. 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 and their guests to use any **Common Element** amenities; provided, that this limitation shall not apply to **Limited Common Elements** easements appurtenant to the **Unit**, or 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** in their obligations under the **Governing Documents**, and for up to thirty (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 **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 **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; 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.

**12.3 Rights to Hearing.** In the case of imposition of any of the remedies authorized by Section 12.2. d., e., f. or g. 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 ten (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 ten (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 (10) days following the hearing, if not delivered to the offender at the hearing.

**12.4 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.

**12.5 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**, 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**.

**12.6 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**.

**12.7 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**, the Rules and Regulations, and the **Act** as provided therein.

### SECTION 13 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(31) of the **Act** for as long as it owns a **Unit**, or for such shorter period as may be specifically indicated:

**13.1 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 **Common Elements** to accommodate its sales facilities.

**13.2 [Left Blank Intentionally]**

**13.3 Relocate Boundaries and Alter Units.** To relocate boundaries between **Units** and to otherwise alter **Units** owned by it, to the extent permitted by Section 14;

**13.4 Sales Facilities.** To construct, operate and maintain a sales office, management office, model **Units** and other development, sales and rental facilities within the **Common Elements** and any **Units** owned by **Declarant** from time to time, located anywhere on the **Property**.

**13.5 Signs.** To erect and maintain signs and other sales displays offering the **Units** for sale or lease, in or on any **Unit** owned by the **Declarant** and on the **Common Elements**;

**13.6 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;

**13.7 Control of Association.** To control the operation and administration of the **Association**, including without limitation the power to appoint and remove the members of the **Board** pursuant to Section 515B.3-103 of the **Act**, until the earliest of: (i) voluntary surrender of control by **Declarant**, (ii) an **Association** meeting which shall be held within sixty (60) days after conveyance to **Owners** other than a **Declarant** of seventy five percent (75%) of the total number of **Units** authorized to be included in the **Property** or (iii) the date five (5) years following the date of the first conveyance of a **Unit** to an **Owner** other than a **Declarant**. Notwithstanding the foregoing, the **Owners** other than a **Declarant** shall have the right to nominate and elect not less than 33 1/3% of the directors at a meeting of the **Owners** which shall be held within sixty (60) days following the conveyance by **Declarant** of fifty percent (50%) of the total number of **Units** authorized to be included in the **Property**.

**13.8 Consent to Certain Amendments.** As long as **Declarant** owns any unsold **Unit**, **Declarant's** written consent shall be required for any amendment to the **Governing Documents** or **Rules and Regulations** which directly or indirectly affects or may affect **Declarant's** rights under the **Governing Documents** or the **Act**.

#### SECTION 14 RIGHTS TO RELOCATE UNIT BOUNDARIES AND ALTER UNITS

**14.1 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. **Combining 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 (2) or more **Units**, nor into other **Units**, **Common Elements** of **Limited Common Elements**.
- d. **Requirements.** The alteration, relocation of boundaries or other modification of **Units** or the **Dwellings** or other structures located therein (collectively referred to herein as "alteration" or "alterations") pursuant to this Section, Section 7.10, 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 alterations by **Declarant**. 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 such **Owner(s)** notice in a expeditious manner, granting, denying or qualifying its consent.

(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 weathertight 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 15 AMENDMENTS

This Declaration may be amended by the consent of (i) **Owners** or **Units** to which are allocated at least eighty percent (80%) of the votes in the **Association**, and (ii) the percentage of **Eligible Mortgagees** (based upon one vote per first mortgage owned) required by Section 16 as to matters prescribed by said Section; and (iii) the consent of **Declarant** to certain amendments as provided in Section 13.8. Consent of the **Owners** may be obtained in writing or at a meeting of the **Association** duly held in accordance with the **Bylaws**. Consent of the **Declarant** shall be in writing. 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**. 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.

## SECTION 16 RIGHTS OF ELIGIBLE MORTGAGEES

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:

**16.1 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) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or priority of assessments liens; (iii) reductions in 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) hazard or fidelity insurance requirements; (x) leasing of **Units**; (xi) imposition of any restrictions on the leasing of **Units**; (xii) imposition of any restriction on **Owner's** right to sell or transfer his or her **Unit**; (xiii) if the common interest community consists of fifty (50) or more **Units**, a decision by the **Association** to establish self management when professional management is in effect as required previously by the **Governing Documents** or by an **Eligible Mortgagee**; (xiv) restoration or repair of the **Property** (after a hazard damage or partial condemnation) in a manner other than that specified in the **Governing Documents**; (xv) any action to terminate the legal status of the common interest community after substantial destruction or condemnation occurs; or (xvi) any provisions that expressly benefit mortgage holders, **Eligible Mortgagees**, or insurers or guarantors of mortgages. Notwithstanding the foregoing, implied approval of a proposed amendment shall be assumed when an **Eligible Mortgagee** fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal, provided that the notice was delivered by certified mail with a return receipt requested.

**16.2 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 (based upon one vote per first mortgage owned) shall be required to abandon or terminate the common interest community, subject to any greater requirements contained in the **Act**.

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

**16.4 No Right of First Refusal.** The right 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.

**16.5 Priority of Lien.** Any holder of a first mortgage on a **Unit** or any purchaser of a first mortgage at a foreclosure sale, that comes into possession of a **Unit** by foreclosure of the first mortgage or by deed or assignment in lieu of foreclosure, takes the **Unit** free of any claims for unpaid assessments or any other charges or liens imposed against the **Unit** by the **Association** which have accrued against such **Unit** prior to the acquisition of possession of the **Unit** by said first mortgage holder or purchaser; (i) except as provided in Section 6.7 and the **Act** and (ii) except that any unpaid assessments or charges with respect to the **Unit** may be reallocated among all **Units** in accordance with their interests in the **Common Elements**.

**16.6 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 not to the **Property** as a whole.

**16.7 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** 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** 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.

**16.8 Requirements for 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.

**16.9 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.

**16.10 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**, and the **Unit** 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** securing the mortgage;
- b. a sixty (60) day delinquency in the payment of assessments or charges owed by the **Owner** of a **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 17 MISCELLANEOUS**

**17.1 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.

**17.2 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.

**17.3 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.

**17.4 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



**COMMON INTEREST COMMUNITY NUMBER 101  
(Planned Community)**

**RIVER VILLAGE ESTATES 3RD ADDITION TOWNHOMES**

**EXHIBIT A TO DECLARATION**

**LEGAL DESCRIPTION OF PROPERTY**

**Declarant** is the **Owner** of the following described real estate:

Lots 1-18, Block 1, River Village Estates 3rd Addition

all of which is according to the plat(s) thereof on file and of record in the office of the Registrar of Titles/~~County Recorder~~, Anoka County, Minnesota.

Each of the above Lots is a Unit, with the exception of Lot 18, which is Common Elements. The allocation of interests among the Units shall be equal.

Each Unit's unit identifier is its lot and block numbers and the subdivision name.

**COMMON INTEREST COMMUNITY NUMBER 101  
(Planned Community)**

**RIVER VILLAGE ESTATES 3RD ADDITION TOWNHOMES**

**EXHIBIT B TO DECLARATION**

**COMMON AREA**

Lot 18, Block 1, River Village Estates 3rd Addition

All of which is according to the plat(2) thereof on file and of record in the office of the Registrar of Titles/~~County Recorder~~, Anoka County, Minnesota.

## CONSENT AND JOINDER BY MORTGAGEE

Builders Mortgage Company, LLC, a Minnesota limited liability company, the holder of a mortgage on the Property legally described as follows:

Parcel 1:

That part of the Northwest Quarter of the Northwest Quarter of Section 3, Township 30, Range 24, Anoka County, Minnesota, described as follows:

Commencing at a point on the North line of said Section 3, 841.2 feet East from the Southwest corner of Section 36, Township 31, Range 24; thence at right angles South 300.96 feet; thence at right angles East to the East line of said Northwest Quarter of the Northwest Quarter; thence North along said East line to the North line thereof; thence West along said North line to the place of commencement, according to the Government Survey thereof, Anoka County, Minnesota.

Torrens Certificate Number 85010

Parcel 2:

That part of the North Half of the Northwest Quarter of the Northwest Quarter (N 1/2 of NW 1/4 of NW 1/4) of Section Three (3), Township Thirty (30), Range Twenty-four (24), described as follows, to wit:

Commencing at a point on the North line of said Section Three (3), 263.7 feet East from the Southwest corner of said Section Thirty-six (36), Township Thirty-one (31), Range Twenty-four (24); thence East 8.75 chains; thence at right angles South 4.56 chains; thence at right angles West 7.43 chains; thence in a Northwesterly direction 4.75 chains to the place of beginning.

Torrens and on the 13th day of July, 2001 as Document Number 1586132 Certificate Number 85011

which mortgage is dated the 25th day of June, 2001 and was filed for record with the County Recorder/Registrar of Titles, Anoka County, Minnesota on the 26th day of June, 2001 as Document Number 374471, and

is also the holder of a mortgage on the property legally described as follows:

Parcel 1:

That part of the Northwest Quarter of the Northwest Quarter of Section 3, Township 30, Range 24, Anoka County, Minnesota, described as follows:

Commencing at a point on the North line of said Section 3, 841.2 feet East from the Southwest corner of Section 36, Township 31, Range 24; thence at right angles South 300.96 feet; thence at right angles East to the East line of said Northwest Quarter of the Northwest Quarter; thence North along said East line to the North line thereof; thence West along said North line to the place of commencement, according to the Government Survey thereof, Anoka County, Minnesota.

Torrens Certificate Number 85010

Parcel 2:

That part of the North Half of the Northwest Quarter of the Northwest Quarter (N 1/2 of NW 1/4 of NW 1/4) of Section Three (3), Township Thirty (30), Range Twenty-four (24), described as follows, to wit:

Commencing at a point on the North line of said Section Three (3), 263.7 feet East from the Southwest corner of said Section Thirty-six (36), Township Thirty-one (31), Range Twenty-four (24); thence East 8.75 chains; thence at right angles South 4.56 chains; thence at right angles West 7.43 chains; thence in a Northwesterly direction 4.75 chains to the place of beginning.

Torrens Certificate Number 85011

Parcel 3:

Lot 2, Block 1, W.G. Doty Industrial Park, Anoka County, Minnesota

Parcel 4:

Unit Number 18, Condo Number 0684, Plymouth Green Villas, Hennepin County, Minnesota

which mortgage is dated the 25th day of June, 2001, and was filed for record with the County Recorder/Registrar of Titles, Anoka County, Minnesota on the 26th day of June, 2001 as Document Number 374472 and on the 13th day of July as Document Number 1586132, and

is also the holder of a mortgage on the property described as follows:

Parcel 1:

That part of the Northwest Quarter of the Northwest Quarter of Section 3, Township 30, Range 24, Anoka County, Minnesota, described as follows:

Commencing at a point on the North line of said Section 3, 841.2 feet East from the Southwest corner of Section 36, Township 31, Range 24; thence at right angles South 300.96 feet; thence at right angles East to the East line of said Northwest Quarter of the Northwest Quarter; thence North along said East line to the North line thereof; thence West along said North line to the place of commencement, according to the Government Survey thereof, Anoka County, Minnesota.

Torrens Certificate Number 85010

Parcel 2:

That part of the North Half of the Northwest Quarter of the Northwest Quarter (N 1/2 of NW 1/4 of NW 1/4) of Section Three (3), Township Thirty (30), Range Twenty-four (24), described as follows, to wit:

Commencing at a point on the North line of said Section Three (3), 263.7 feet East from the Southwest corner of said Section Thirty-six (36), Township Thirty-one (31), Range Twenty-four





**TORRENS**

Receipt # <u>105395/209</u>	<input type="checkbox"/> Certified Copy Date Mailed _____
Date/Time: <u>11/02/01, 10</u>	<input type="checkbox"/> Tax Liens / Releases
Doc. Order <u>4</u> of <u>5</u>	<input type="checkbox"/> Multi-Co Doc Tax Pd
✓ by: Recordability: <u>Jap</u>	<input type="checkbox"/> Transfer <input type="checkbox"/> New Desc.
Filing Fees: <u>20.50</u>	<input checked="" type="checkbox"/> Division <input type="checkbox"/> GAC
Well Certificate Received this Date: _____	<input type="checkbox"/> Status <input type="checkbox"/> Def. Spec
Refund Rect # _____	<input type="checkbox"/> Other <input type="checkbox"/> No Change
From Cert. # <u>94312</u> <u>A</u> # of New Certs.: <u>0</u>	Notes: _____
Tract Updated: _____ / _____	Comp. Entry _____
Typed _____	Comp. Complete _____

BK 266 PG 94312 NO 94312

DOCUMENT NO. 383304.0 TORRENS

**ANOKA COUNTY MINNESOTA**

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE  
FOR RECORD ON **NOV 02 2001**  
AT **10:00 AM** AND WAS DULY RECORDED.  
FEES AND TAXES IN THE AMOUNT OF **\$20.50** PAID.

RECEIPT NO. 2001105395  
~~ANOKA COUNTY RECORDER~~ MAUREEN J. DEVINE

ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

BY TAP  
DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

383304.0 TORRENS  
NORTHERN TITLE  
SUITE 350  
4570 W. 77TH STREET  
EDINA, MN 55435