WESTON WOODS OF BUNKER HILLS CITY OF COON RAPIDS COUNTY OF ANOKA

KNOW ALL MEN BY THESE PRESENTS: That Raintree Realty, Inc., a Minnesota corporation owner and Ronald E. Smith and Sharon L. Smith, his wife, owners and proprietors of the following described property situated in the County of Anoka, State of Minnesota, to-wit:

The West Half of the East Half of the Southwest Quarter of the Southwest Quarter and that part of the West Half of the Southwest Quarter of the Southwest Quarter lying south of the north 330.00 feet thereof and except that part as taken in Anoka County Highway Right-of-Way Plat No. 15. All in Section 2, Township 31, Range 24, Anoka County,

Have caused the same to be surveyed and platted as WESTON WOODS OF BUNKER HILLS and do hereby donate and dedicate to the public for public use forever the street, boulevard and easements for utility and drainage purposes as shown on the plat. In witness whereof said Raintree Realty, Inc., a Minnesota corporation has caused these presents to be signed by its proper E. Smith and Sharon L. Smith, his wife, have hereunto set their hands and seals this 14 th day of <u>September</u>, 1994.

RAINTREE REALTY, INC.

State of Minnesota County of Anoka ___, 199 4___, by Ronald E. Smith, President of Raintree Realty, Inc., a Minnesota corporation on behalf of said corporation.

Commission Expires late (2-)

My commission expires_

State of Minnesota The foregoing instrument was acknowledged before me this /4 // County of Anoka 1994, by Ronald E. Smith and Sharon L. Smith, his wife.

ANOKA COUNTY

ACTUAL ACTUAL MANAGERIA

ACTUAL L. KIMBLER Camponianian Explores June 12, 795

Notary Public, Anoka County, Minnesota My commission expires_

I hereby certify that I have surveyed and platted the land described on this plat as WESTON WOODS OF BUNKER HILLS; and that this plat is a correct representation of said survey; that all distances are correctly shown on said plat in feet and hundredths of a foot; that all monuments have been correctly placed in the ground as shown on said plat; that the outside boundary lines are correctly designated on said plat; and that there are no public highways or wetlands to be designated on said plat other than as shown thereon.

> Milton E. Hyland, Licensed Land Surveyor Minnesota License No. 20262

HEREBY CERTIFY THAT THE CURRENT DELINQUENT TAXES ON THE LANDS DESCRIBED WITHIN ARE PAID AND THE TRANSFER IS EDWARD M. TRESKA

State of Minnesota

County of Hennepin The foregoing instrument was acknowledged before me this ____ 199<u>4</u>, by Milton E. Hyland, Licensed Land Surveyor.



Ruthanne Mary Hyland, Notary Public Hennepin County, Minnesota My Commission Expires July 31, 1997

The plat of WESTON WOODS OF BUNKER HILLS was approved by the Planning and Zoning Commission of the City of Coon Rapids at a regular meeting thereof held this RTHday of ANGUST,

Donna M. Nalue Chairman

We hereby certify that the City Council of the City of Coon Rapids, Anoka County, Minnesota, duly accepted and approved the plat of WESTON WOODS OF BUNKER HILLS, at a regular meeting thereof held this of day of Section 1994. 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 Minn. Statutes Section 505.03 Subd. 2.

CITY COUNCIL OF COON RAPIDS, MINNESOTA

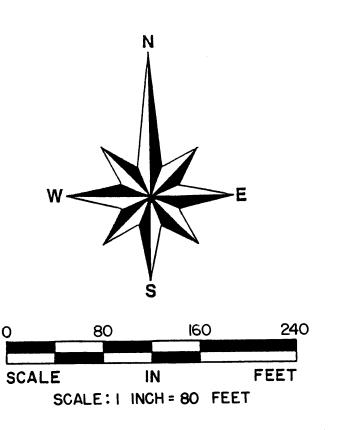
Merlyn D. Anderson, Anoka County Surveyor

0FFICE OF COUNTY RECORDER STATE OF MINNESUTA, COUNTY OF ANOKA I hereby certify that the within instrument was filed in this office for record on the 14th day of SEPTA.D., 1994 4:30 o'clock P M., and was duly recorded in book 49 of Postspage 6

Hy-Land Surveying, P.A.

Land Surveyors

WESTON WOODS OF BUNKER HILLS



O Denotes Iron monument

For the purposes of this plat, the West line of the Southwest Quarter of Section 2, Township 31, Range 24, has an assumed bearing of North 0 degrees 19 minutes 42 seconds West.

Hy-Land Surveying, P.A.

Land Surveyors



THIS DOCUMENT NUMBER REPRESENTS A PLAT

ABSTRACT DOCUMENT NUMBER RECORD ID

1135416.0 406964

TORRENS DOCUMENT NUMBER RECORD ID

MAP NUMBER 1143

ABBREVIATED NAME WESTON WOODS OF BUNKER HILL

FULL NAME WESTON WOODS OF BUNKER HILLS

BOOK TYPE Abstract Plats

BOOK NUMBER 49

BOOK PAGE NUMBER 6

BOOK PAGE LETTER

CITY NAME COON RAPIDS

1796107

DECLARATION FOR NEW CIC

THIS PAGE IS NOT PART OF THE ORIGINAL DOCUMENT PRESENTED FOR RECORDING
Added by Anoka County Recorder for posting only.

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DIV NO

NW 02-31-24-33-0051

A COOPERATIVE REALIFE COOPERATIVE OF Coon Rapids

THIS DECLARATION AND DISCLOSURE OF COMMON INTEREST COMMUNITY is made as of the March, about by Realife Cooperative of Coon Rapids, a Minnesota cooperative corporation (the "Cooperative"), pursuant to the Minnesota Common Interest Ownership Act (Minnesota Statutes §515B 1-101 through 515B 4-118), as amended from time to time (the "Act")

RECITALS

- A The Cooperative is the owner of the real estate located in Anoka County, Minnesota, legally described on the attached Exhibit "A" (the "Real Estate")
- B The Cooperative intends to develop the Real Estate as a residential cooperative development. The Real Estate is not subject to a master association.
- C The Cooperative wishes to establish the Real Estate as a cooperative common interest community under the Act
- D The common interest community created by this document is not subject to a master association

NOW, THEREFORE, the Cooperative creates and establishes a cooperative common interest community known as the Realife Cooperative of Coon Rapids (the "Cooperative") and declares that the Real Estate is and will be held, transferred, conveyed, sold, leased, occupied and developed subject to the Act, and subject to the covenants, conditions, restrictions, easements, charges and liens in this Declaration, which will run with the Real Estate and will be binding on all parties having any right, title or interest in the Real Estate, including rights of occupancy of any nature or leasehold interests in the Real Estate

RETURN TO
First American Title Insurance Company
1900 Midwest Plaza West
801 Nicollet Mall
Minneapolis, MN 55402

DECLARATION AND DISCLOSURE

- 1. **DEFINITIONS.** Terms used in this Declaration will have the meaning given to them in the Act. The following are supplemental definitions applicable to this Declaration.
 - a <u>"Board of Directors"</u> means the Board of Directors of the Cooperative
 - b <u>"Cooperative"</u> means Realife Cooperative of Coon Rapids, a Minnesota cooperative association incorporated on November 22, 2000 pursuant to Minnesota Statutes Chapter 308A, with its principle office at 1555 Main Street NW Coon Rapids, MN 55448
 - c <u>"Dwelling Unit"</u> means a residential housing unit consisting of a group of rooms and hallways which are designed or intended for use as living quarters for an individual, family or other persons living together
 - d <u>"Member"</u> means any person holding membership in the Cooperative
 - e <u>"Occupancy Agreement"</u> means the agreement between the Member and the Cooperative describing the terms and conditions under which the Member will occupy a specified Dwelling Unit
- Cooperative The power and authority of the Cooperative provided in the applicable statutes, the Declaration, Bylaws, and Rules and Regulations will be vested in a Board of Directors elected by the Members in accordance with the Bylaws of the Cooperative The Cooperative will act through the Board of Directors and the officers elected by the Board of Directors Accordingly, all references in the Declaration and Bylaws to the Cooperative means the Board of Directors acting for the Cooperative, unless the Declaration or Bylaws expressly require action by the vote of the Members
- 3. <u>DWELLING UNIT BOUNDARIES AND LIMITED COMMON ELEMENTS.</u>
 Exhibit B is a scale drawing showing the perimeter walls and identification designations of each Dwelling Unit created by this Declaration Exhibit B also depicts Limited Common Elements in addition to those specified in Section 515B 2-102 and the Dwelling Units to which each is allocated
- 4. <u>MEMBERS' INTERESTS CONSTITUTE PERSONAL PROPERTY</u>. The Members' respective interest in all Dwelling Units and their allocated interest will be personal property
- 5. <u>ALLOCATION OF INTERESTS TO EACH DWELLING UNIT</u>. Ownership interests in the Cooperative and votes in Cooperative matters are allocated to the

Members occupying each Dwelling Unit, whether one or more Members, based upon a fraction the numerator of which is one (1) and the denominator of which is the total number of Dwelling Units in the Cooperative, which as of the date of this Declaration is 100. The Cooperative's expenses and costs are allocated in the same proportion that the Dwelling Unit's square footage bears to the total square footage of the Project Dwelling Units added to the Cooperative pursuant to this Declaration and Minnesota Statutes will not modify the above allocation.

- 6. RESIDENTIAL DWELLING UNITS. The Cooperative will consist of 100 Dwelling Units in a newly constructed building
- 7. PROHIBITION AGAINST SUBDIVIDING DWELLING UNITS. Dwelling Units cannot be subdivided The Cooperative, however, may subdivide any Dwelling Unit not previously occupied by a Member with prior approval by the Board of Directors
- 8. PROHIBITION AGAINST TIME-SHARES. Dwelling Units cannot be converted to the time-share form of ownership
- 9. RIGHT TO ADD ADDITIONAL REAL ESTATE. The Cooperative is not reserving the right to acquire real estate in addition to the Real Estate
- the Occupancy Agreement, to pay to the Cooperative a monthly sum equal to one-twelfth (1/12th) of the Member's proportionate share of the sum the Board of Directors estimates is required to meet the annual expenses pertaining to the Real Estate, the Cooperative or other facilities which the Member is entitled to utilize Nothing in this Declaration will limit the rights of the Cooperative created by Section 515B.3-115 and Section 515B 3-116 of the Act

11. REPAIR, MAINTENANCE AND REPLACE RESPONSIBILITIES; SERVICES.

- a <u>Repairs, Maintenance and Replacements by Members</u> The Member, at his sole cost and expense, must
 - 1 Make any repairs, maintenance or replacements necessitated by the negligence or misuse of the Dwelling Unit or the Association's property by the Member's or the Member's guests,
 - 2 Redecorate of the Member's own Dwelling Unit over and above decorations covered by the reserve for replacements maintained by the Cooperative,
 - Make any repairs, maintenance or replacements required on the following items (i) furnishings, household goods and personal property owned by the Member, (ii) appliances that are in addition to the range and

hood, refrigerator, disposal and dishwasher furnished by the Cooperative or any upgrades thereof, (iii) window treatments, wall coverings and floor coverings that are in addition to or an upgrade of those furnished by the Cooperative, or (iv) any upgrades to the Dwelling Unit from that furnished by the Cooperative,

- 4 Make or pay the cost of all deferred maintenance, including painting, floor finishing and cleaning the Cooperative deems necessary or desirable to place the Dwelling Unit in suitable condition for another occupant, and
- 5 Replace any range and hood, refrigerator, disposal and dishwasher, window treatments, wall coverings, floor coverings and countertop upgrades over and above that covered by the reserve for replacements maintained by the Cooperative
- b Repairs, Maintenance and Replacements by Cooperative The Cooperative will provide and pay the cost of any repairs, maintenance and replacements of the exterior of all Dwelling Units and garages and other common elements, except as specified in (a) above
- c Lawn and Planting Maintenance, Patios The Cooperative will mow, trim, water, rake and otherwise maintain all lawns and exterior plantings to the extent necessary or desirable in the opinion of the Board of Directors. The Cooperative may elect not to maintain gardens and plantings established by individual Members. To the extent the Cooperative undertakes to maintain individual Member gardens and plantings, it will not be responsible for any damage to such gardens and plantings due to overwatering, underwatering or other improper maintenance. All plantings will be subject to the Board of Directors' approval of plantings and planting locations.
- Services The Cooperative may obtain and pay for the services of any persons or entities to manage all or any part of its affairs, to the extent the Cooperative determines necessary or desirable for the proper operation of the Personnel may be furnished or employed directly by the Real Estate Cooperative or by any person or entity with whom or which it contracts. The Cooperative may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Real Estate or enforcement of The Cooperative may arrange with others to furnish trash collection and other common services to each Dwelling Unit Any agreement for professional management of the Real Estate, or any other contract for services for the Cooperative or an entity owned or controlled by the same persons as the Cooperative, must provide for termination by either party without payment of a termination fee on ninety (90) days or less written notice without cause and by either party upon thirty (30) days or less written notice for cause, and must have a maximum contract term of three years, but may be renewable by agreement of

the parties for successive terms

- e Personal Property for Common Use The Cooperative may acquire and hold for the use and benefit of all the Members tangible and intangible personal property and may dispose of the same by sale or otherwise. A member's beneficial interest will not be transferable, except with the transfer of a Membership. A Member may delegate his right of enjoyment of such personal property to residents of his Dwelling Unit. A transfer of a Membership under any circumstance will transfer to the transferee ownership of the transferor's beneficial interest in such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Members.
- f <u>Utilities</u> The Cooperative will provide water, sewer, trash removal, electricity and heat reasonable and necessary to serve the common elements Each Member must pay for telephone and Dwelling Unit electricity directly to the supplier of such utilities

12. <u>INSURANCE, CASUALTY AND REBUILDING.</u>

- Cooperative's Policies Section 515B 3-113 of the Act requires the Cooperative to maintain casualty insurance coverage on the common elements and, because Dwelling Units in this common interest community share contiguous walls, siding and roofs on the Dwelling Units. The same section also requires general liability coverage, authorizes the Cooperative to carry any other insurance it considers appropriate, specifies minimum notice from an insurer prior to cancellation, specifies other provisions for such insurance, requires the Cooperative or an insurance trustee to adjust all losses and describes the Cooperative's duty with respect to repair or rebuilding after casualty to common elements or Dwelling Units. The provisions of the Act described in this paragraph may not be varied or waived, but are supplemented, as follows
 - (1) The Cooperative will carry worker's compensation insurance whenever it has eligible employees
 - (2) The Cooperative may carry fidelity insurance and do so whenever required by a holder, insurer or guarantor of a mortgage
 - (3) The Cooperative may enter into binding agreements with one or more holders, insurers or guarantors of mortgages obligating the Cooperative to keep specified coverages in effect for specified periods and to notify a holder, insurer or guarantor of any changes to coverage
- b <u>Individual Policies of Members</u> Each Member may elect to carry insurance for his own benefit insuring his personal liability, furniture, furnishings and other personal property supplied or installed by him or a previous Member

c Betterments All betterments or improvements made subsequent to the original construction by any Member to his Dwelling Unit will be the responsibility of the Member to insure separately (or by rider to a blanket policy at the consent of the Cooperative) if he desires the same insured. If the Trustee or mortgagee undertake the reconstruction or remodeling of a Dwelling Unit or garage as above provided, the same must be restored only to substantially the same condition as the Dwelling Unit or garage was as of the completion of original construction

13. GENERAL RESTRICTIONS.

- a <u>Dwelling Unit Restrictions</u> Dwelling Units can only be used as a single residential Dwelling Unit. No trade or business of any kind can be carried on within a Dwelling Unit. No Dwelling Unit or any part thereof can be leased, sublet or assigned, except as allowed under the Occupancy Agreement and Bylaws of the Cooperative. No Dwelling Unit can be used or allowed to be used for hotel or transient occupancy. The following activities will not constitute a violation of this covenant.
 - (1) The maintenance of a business and sales office and model Dwelling Units by the Cooperative,
 - (2) The maintenance of an office by the Cooperative or its designated manager for purposes of management of the Real Estate,
 - (3) Lease or rental of a Dwelling Unit for purposes consistent with this Declaration,
 - (4) The use of a Dwelling Unit by a Member for home office or studio uses which are incidental to the principal residential use of the Dwelling Unit, which do not invite or generate regular or frequent visits by clients, customers, employees, co-workers or the public, and which do not alter the residential character of the Real Estate, and
 - (5) Any Association-sanctioned event
- b Prohibition of Damage and Certain Activities Nothing can be done or kept in any Dwelling Unit, or any part thereof, which will increase the rate of insurance on the Real Estate or any part thereof over what the Cooperative, but for such activity, would pay, without the prior written consent of the Board Nothing can be done or kept in any Dwelling Unit or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. Members and their invitees must not commit damage to, or waste of, the exterior of the Real Estate and buildings. Each Member must indemnify and hold the Cooperative and the other

Members harmless against all loss resulting from any damage or waste caused to the Cooperative or other Members by such Member or the Member's invitees No noxious, destructive or offensive activity will be allowed in any Dwelling Units or any part thereof, nor can anything be done thereon which may be or may become a nuisance to any other Member or to any other person at any time lawfully residing in the Real Estate. No heating devices, refrigeration equipment, or other machinery that causes vibrations detectable from outside the Dwelling Unit, is fuel-fired, or is otherwise inherently dangerous, noxious, or noisy, can be installed or operated within any Dwelling Unit

- c. <u>Rules and Regulations</u> The Board of Directors from time-to-time will adopt and may modify such rules and regulations governing the use, maintenance and enjoyment of the Real Estate and the conduct of persons using the Real Estate, that it in its discretion are desirable or necessary to implement the intent of this Declaration
- 14. AMENDMENTS. The Act specifies the requirements for amending the Declaration In addition to the other requirements for amendment of this Declaration and the Bylaws, the written joinder and consent of the Cooperative will be required for any amendment of either the Declaration or Bylaws which abolishes, diminishes or restricts the Cooperative's rights in this Declaration to complete improvements, to maintain signs and management offices and models or to maintain signs and advertise the project. This right may be waived in whole or in part at any time by recording a written waiver executed and acknowledged by the Cooperative.
- 15. <u>FEDERAL AND STATE TAX DEDUCTIONS</u>. Members, for federal and state tax purposes, will be entitled to deduct payments made by the Cooperative for real estate taxes equal to their proportionate share and interest paid to the holder of a security interest encumbering the Cooperative

16. MISCELLANEOUS.

- a Right to Cure In the event that any Member violates any covenant or fails to perform any condition contained in this Declaration, the Bylaws, Occupancy Agreement, or Rules and Regulations, the Cooperative at its sole discretion may, but is not obligated to, perform the act, remove the defect, or correct the violation upon thirty (30) days written notice to the Member If the Cooperative so acts on behalf of a Member, the Cooperative may levy an assessent against the Member's Dwelling Unit for the cost of the performance or correction
- b Notices Any notice required or allowed to be sent to any Member or the Cooperative under the Declaration, Bylaws or Rules and Regulations is properly sent when mailed, postage prepaid, to the Cooperative's Office or, if to a Member, the last known address of such Member appearing on the Cooperative's records at the time of such mailing. In the case of multiple owners

of a Dwelling Unit, notice to any one owner will be notice to all

- Cooperative Documents The following documents are available for review in the Cooperative's office
 - The Declaration (exclusive of the floor plans), (1)
 - Floor Plan, (2)

501 W. Travelers Trail Burnsville, MN 55337

- Articles of Incorporation of the Cooperative, (3)
- (4) Bylaws of the Cooperative,
- Rules and Regulations of the Cooperative, and (5)
- Chapter 327A of the Minnesota Statutes (6)
- The Article and Section headings are intended for convenience only and will not be given any substantive effect
- Compliance with Local Law To the best knowledge of the Cooperative, the Cooperative has complied with local ordinances

IN WITNESS WHEREOF the Cooperative has caused this Declaration to be

executed as of the date recited or	
	By Its
STATE OF MINNESOTA)) ss COUNTY OF <u>Hennepin</u>)	
7002 by Mile Trank	was acknowledged before me this 10th day of March Rapids, a Minnesota cooperative corporation, on behalf Notary Public
This instrument was drafted b	y:
Realife. Inc.	

ARCHITECT'S CERTIFICATE OF SUBSTANTIAL COMPLETION

I, John P Rova, pursuant to Minnesota Statute 515B 2-101© do hereby certify that all structural components and mechanical systems of the building consisting of or comprising any units thereby created are substantially completed

Dated this // May of Maryly, 2003

John P Rova, Registered Architect Minnesota Registration No 08889

STATE OF MINNESOTA COUNTY OF Hennepin

John P Rova, a Registered Architect, acknowledged the foregoing instrument Before me this // day of March 2003

Notary Public, Henriepin County, State of Minnesota
My commission Expires 3, 20 0 5

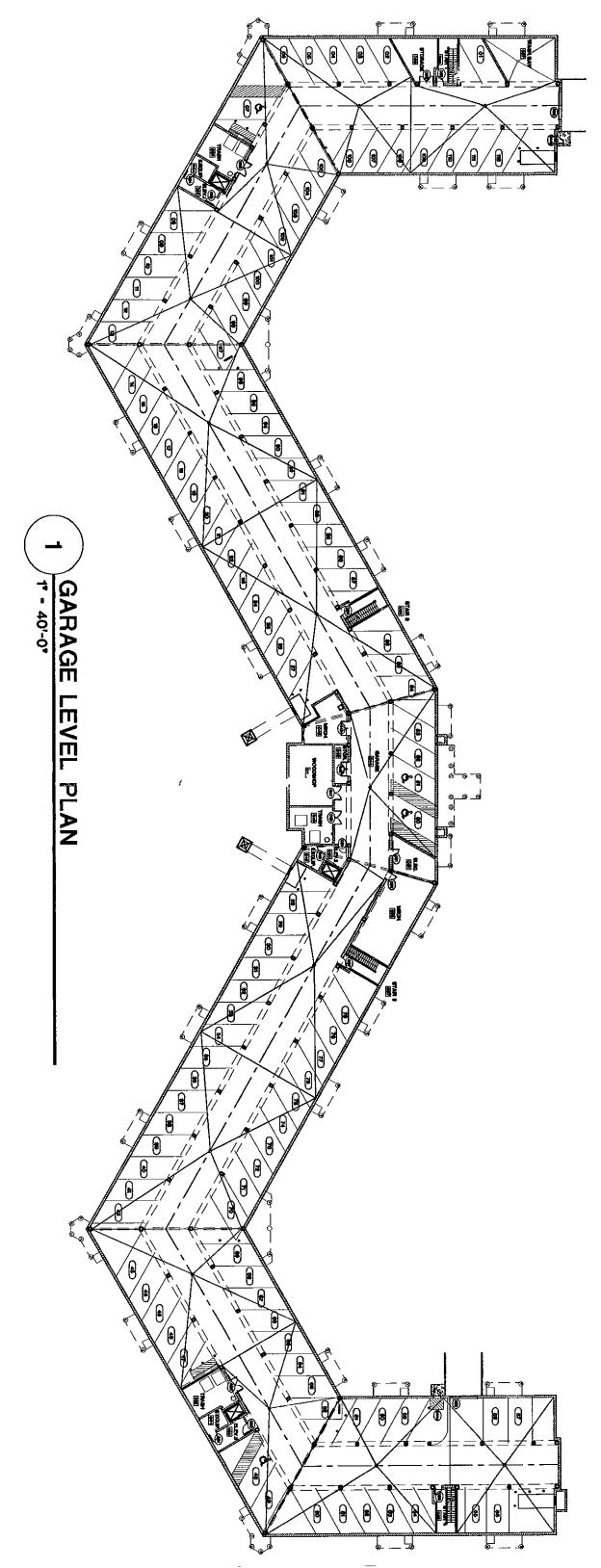


EXHIBIT "A"

LEGAL DESCRIPTION

Lot 41, Block 1, and Outlot D, Weston Woods of Bunker Hills

PROMIE COOPERATIVE OF COON RAPIDS

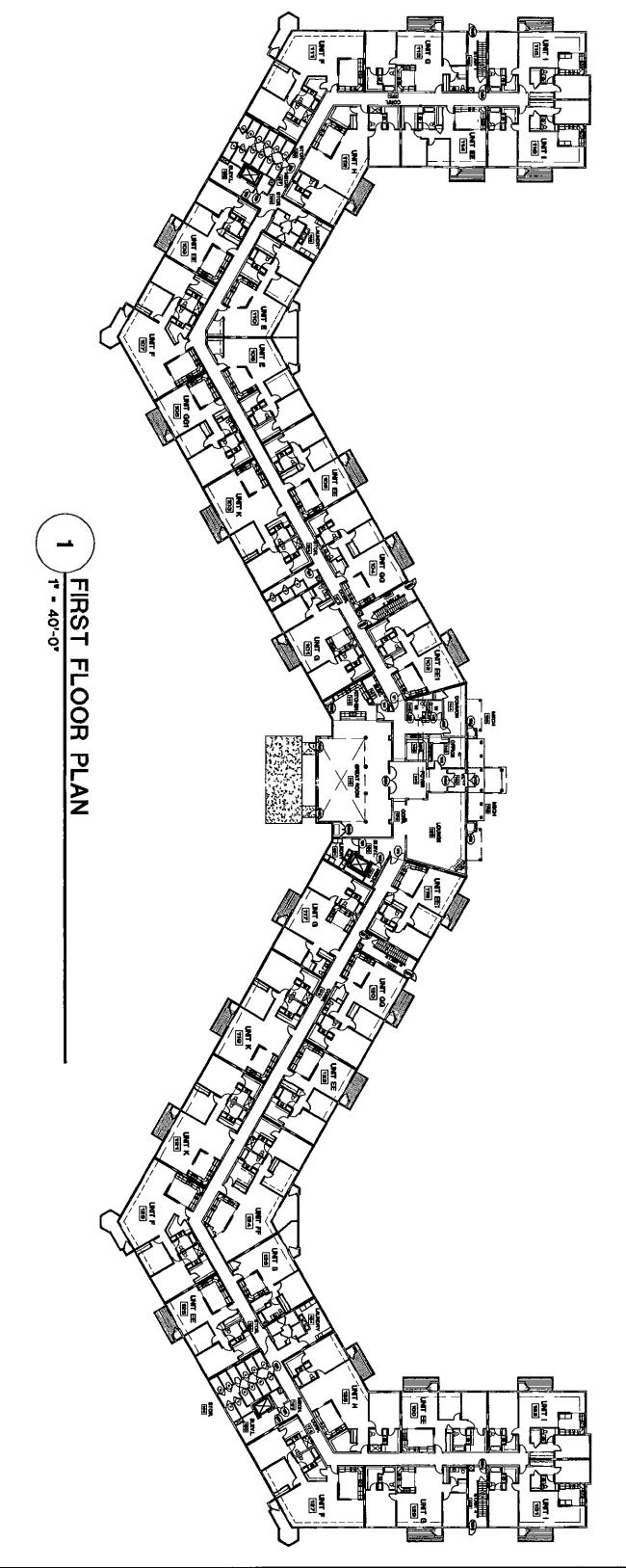


Exhibt Ø

MILLER HANSON PARTNERS
1201 HAWTHORNE AVE S.
MINNEAPOLIS, MN 55403

PHONE: (612) 332-5420 FAX: (612) 332-5425 WWW MILLERHANSON.COM

RRAILE COOPERATIVE OF COON RAPIDS

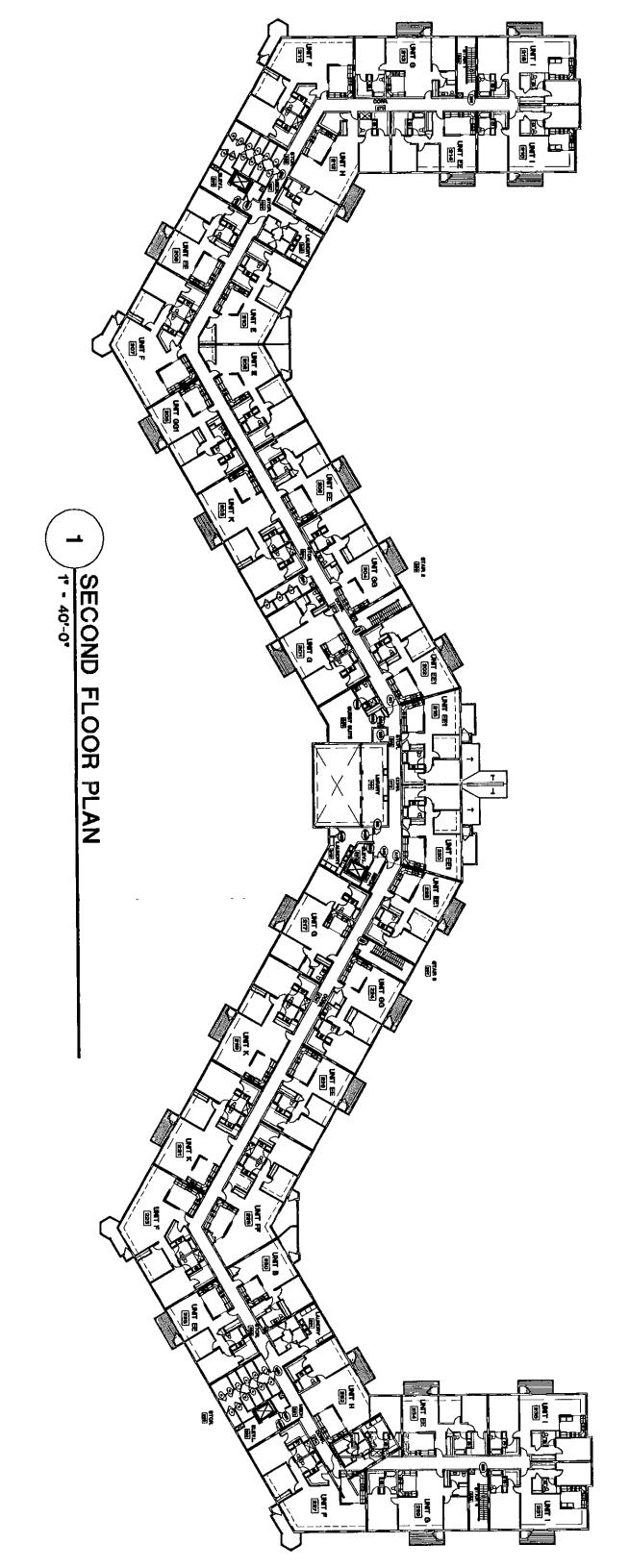


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Realife COOPERATIVE OF COON RAPIDS

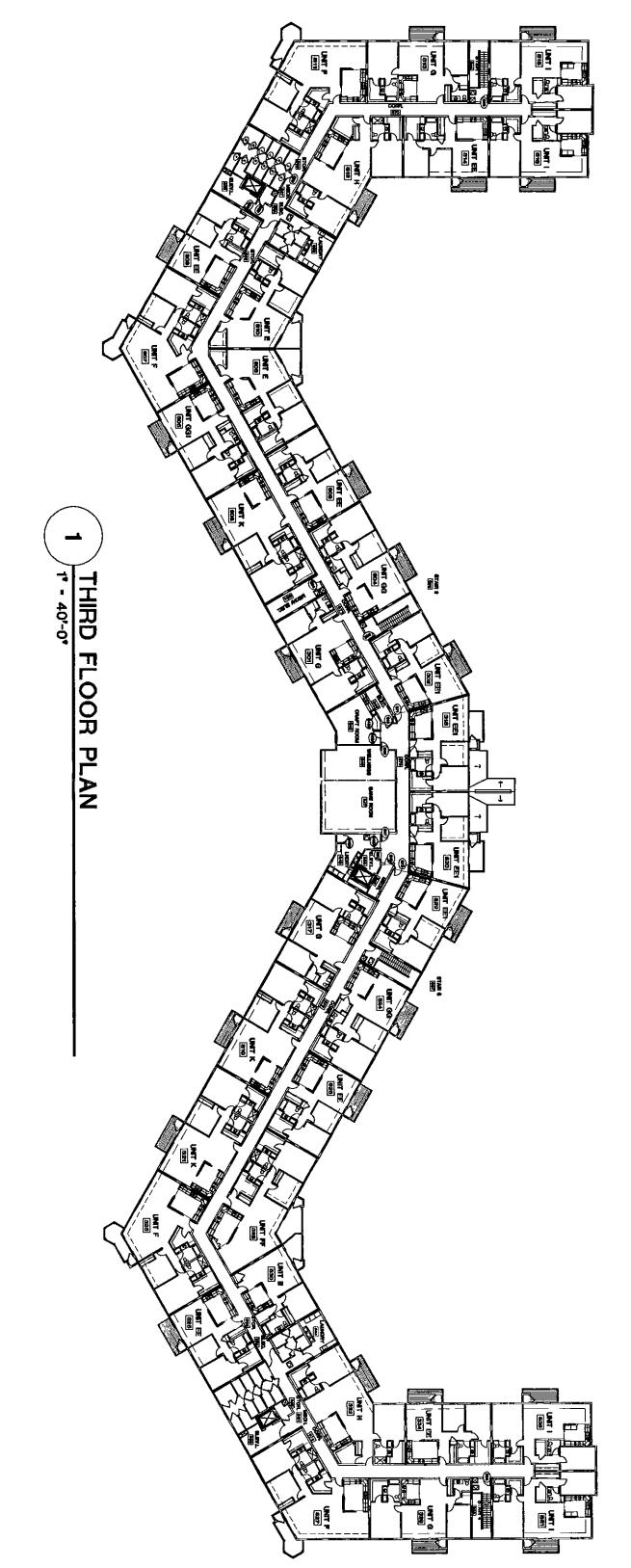


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1201 HAWTHORNE AVE. 8
MINNEAPOLIS, MN 55403

PHONE: (612) 332-5420 FAX: (612) 332-5425 WWW MILLERHANSON.COM

ABSTRACT Incorrect/No Reference # Receipt # Non-standard Document Date/Time Certified Copy/ Document Order PINs Recordability Filing Fees Tax Lien/Release Copy/Additional Pg Fees Transfer Well Cert Fees Division. Status Incomplete Form New legal Description Missing Attachment ☐ GAC

Deferred Specials

☐ No Change

No Legal Description

Part(s) Illegible

Non-existent Legal Description

DOCUMENT NO 1796107.0 ABSTRACT ANOKA COUNTY MINNESOTA I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE FOR RECORD ON MAY 06 2003 AND WAS DULY RECORDED AT 2:00 PM FEES AND TAXES IN THE AMOUNT OF PAID \$30.00 2003058812

RECEIPT NO

MAUREEN J DEVINE ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES LBS