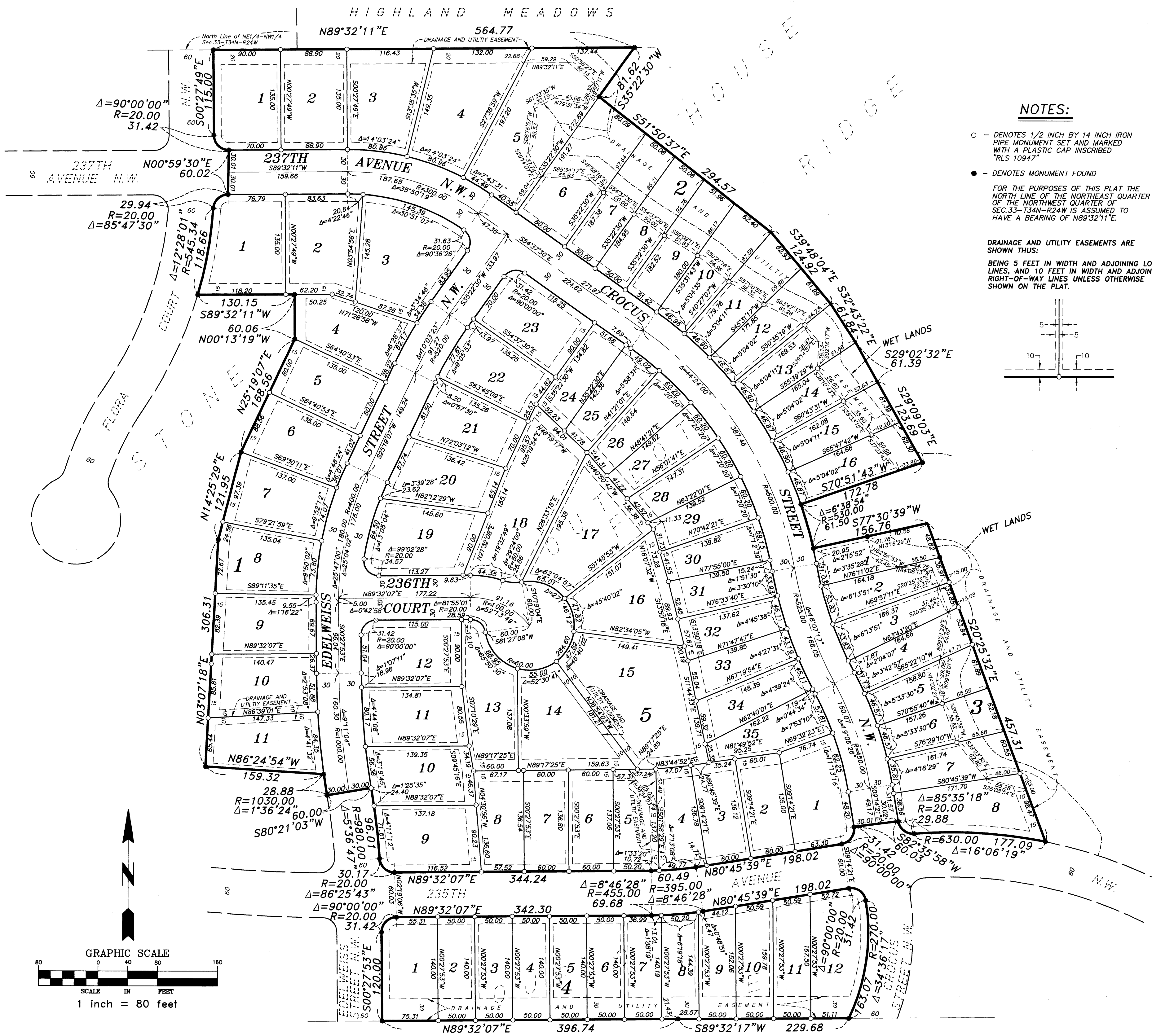


OFFICIAL PLAT

# STONE HOUSE RIDGE SECOND ADDITION

Book 65 Page 3

CITY OF ST. FRANCIS  
COUNTY OF ANOKA  
SEC. 33-T34N-R24W.



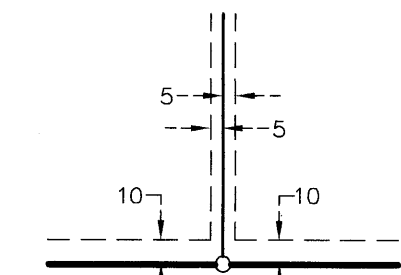
### NOTES:

- - DENOTES 1/2 INCH BY 14 INCH IRON PIPE MONUMENT SET AND MARKED WITH A PLASTIC CAP INSCRIBED "RLS 10947"
- - DENOTES MONUMENT FOUND

FOR THE PURPOSES OF THIS PLAT THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SEC. 33-T34N-R24W IS ASSUMED TO HAVE A BEARING OF N89°32'11"E.

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

BEING 5 FEET IN WIDTH AND ADJOINING LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES UNLESS OTHERWISE SHOWN ON THE PLAT.



1901662  
OFFICE OF COUNTY RECORDER  
STATE OF MINNESOTA, COUNTY OF ANOKA  
I hereby certify that the within instrument was filed in this office for record on the 20 MAY A.D., 2003  
9:00 o'clock A.M., and was duly recorded in book \_\_\_\_\_ page \_\_\_\_\_  
MAUREE J. DEVINE  
County Recorder  
By KHJ  
Deputy

I HEREBY CERTIFY THAT THE CURRENT AND DELINQUENT TAXES ON THE LANDS DESCRIBED WITHIN ARE PAID AND THE TAX DEBTS IS ENTERED May 20 2003  
PAUREN J. VINE  
PROPERTY TAX ADMINISTRATOR  
J. Culver  
DEPUTY PROPERTY TAX ADMINISTRATOR

KNOW ALL PERSONS BY THESE PRESENTS: That Rolling Green Inc., a Minnesota Corporation, owner and proprietor of the following described property situated in the County of Anoka, State of Minnesota to wit:

Outlots E and F, STONE HOUSE RIDGE, according to the recorded plat thereof, Anoka County, Minnesota.

Has caused the same to be surveyed and platted as STONE HOUSE RIDGE SECOND ADDITION, and does hereby donate and dedicate to the public for public use forever the avenue, court, streets and easements for drainage and utility purposes.

In witness whereof said Rolling Green, Inc., a Minnesota Corporation, has caused these presents to be signed by its proper officer this 20 day of JANUARY, 2003.

ROLLING GREEN, INC.  
David J. Dalbec  
David J. Dalbec, President

STATE OF MINNESOTA  
COUNTY OF HENNEPIN  
The foregoing instrument was acknowledged before me this 20 day of JANUARY, 2003, by David J. Dalbec, as President, of Rolling Green, Inc., a Minnesota Corporation, on behalf of the Corporation.

Arnold J. Esterbrooks  
ARNOLD J. ESTERBROOKS  
NOTARY PUBLIC - MINNESOTA  
My Commission Expires Jan. 31, 2005

Arnold J. Esterbrooks  
Notary Public, HENNEPIN County, Minnesota  
My commission expires JANUARY 31, 2005

I, Rodney H. Halvorson hereby certify that I have surveyed and platted the property described on this plat as STONE HOUSE RIDGE SECOND ADDITION; that this plat is a correct representation of the survey; that all distances are correctly shown on the plat in feet and hundredths of a foot; that all monuments will be correctly placed in the ground as shown within one year after the recording date of this plat; that the outside boundary lines are correctly designated on the plat and that there are no wetlands as defined in MS 505.02, Subd. 1 or public highways to be designated on said plat other than as shown.

Rodney H. Halvorson  
Rodney H. Halvorson, Land Surveyor  
Minnesota License No. 10947

STATE OF MINNESOTA  
COUNTY OF ANOKA  
The foregoing instrument was acknowledged before me this 2ND day of DECEMBER, 2002, by Rodney H. Halvorson, Land Surveyor.

Blakel Rivard  
BLAKEL RIVARD  
NOTARY PUBLIC - MINNESOTA  
My Commission Expires Jan. 31, 2005

Blakel Rivard  
Notary Public, ANOKA County, Minnesota  
My commission expires 1-31-2005

The foregoing plat of STONE HOUSE RIDGE SECOND ADDITION was approved and accepted by the City Council of St. Francis, Minnesota at a regular meeting thereof held this 17th day of October, 2002. If applicable, the written comments and recommendations of the Commissioner of Transportation and 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 COUNCIL OF ST. FRANCIS, MINNESOTA  
By Raymond E. Steteb Mayor  
By Barbara K. Held Clerk

Checked and approved this 20th day of May, 2003  
Larry D. Hainley  
Anoka County Surveyor



MIDWEST  
Land Surveyors & Civil Engineers, Inc.

RECEIPT # 2003064421 / \$ 66.00

# 1801662

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 St Francis CERTIFIED BY A ON 5-20-03

MAP # 2888 PLAT BOOK 65 OF ABST PAGE 3

DOC DATE: 1-20-03 NO OF PAGES 1 TRACT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

PLAT SHORT NAME: Stone House Ridge 2nd Add

LONG NAME: Stone House Ridge Second Addition

A/T	PARENT PINS	KEY	RES?	GRANTORS (Fees, C/Ps, Mortgagees)	Marital Status
A	33.34.24-21.0059	1488116	N	Rolling Green Inc	(fee)
A	_____21-0060	1488125	N		

FILED BY Arnie PHONE: (763) 694-9494

TAXPAYER NAME Rolling Green Inc

ADDRESS 15525 - 3rd Ave

CITY: Plymouth STATE: Mn ZIP: 55447

### NEW PARCELS

LOT	BLOCK	LOT	BLOCK	LOT	BLOCK
1-11	1	1-35	5		
1-16	2				
1-8	3				(P2)
1-12	4				

DELT & CURRENT TAXES ARE PAID

INITIALS: [Signature] DATE: 5/20/03

DIV. NO : \_\_\_\_\_  
DIV. FEE: \$2,500.

**ABSTRACT**

Receipt # <u>64421/66</u>	<input type="checkbox"/> Incorrect/No Reference #	
Date/Time <u>5/20</u> , <u>9:00</u>	<input type="checkbox"/> Non-standard Document	
Document Order <u>1</u> of <u>1</u>	<input type="checkbox"/> Certified Copy/	
PINs <u>SC</u>	<u>82 lots</u>	
Recordability <u>AJ</u>		
Filing Fees \$ <u>66</u>		<input type="checkbox"/> Tax Lien/Release
Copy/Additional Pg Fees \$ _____		<input type="checkbox"/> Transfer
Well Cert Fees \$ _____		<input checked="" type="checkbox"/> Division
<input type="checkbox"/> Incomplete Form	<input type="checkbox"/> Status	
<input type="checkbox"/> Missing Attachment	<input type="checkbox"/> New legal Description	
<input type="checkbox"/> No Legal Description	<input type="checkbox"/> GAC	
<input type="checkbox"/> Non-existent Legal Description	<input type="checkbox"/> Deferred Specials	
<input type="checkbox"/> Part(s) Illegible	<input type="checkbox"/> No Change	

DOCUMENT NO 1801662 0 ABSTRACT  
**ANOKA COUNTY MINNESOTA**

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE  
FOR RECORD ON MAY 20 2003  
AT 9:00 AM AND WAS DULY RECORDED  
FEES AND TAXES IN THE AMOUNT OF \$ 66.00 PAID

RECEIPT NO 2003064421

MAUREEN J DEVINE  
ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES  
BY KHJ  
DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

DECLARATION FOR NEW CIC

1841952

THIS PAGE IS NOT PART OF THE ORIGINAL DOCUMENT PRESENTED FOR RECORDING

Added by Anoka County Recorder for posting only.

MUNICIPALITY St Francis CHECKED BY R ON 8-27-03

MAP # 2958 PLAT BOOK TYPE \_\_\_\_\_

DOC DATE 8-15-03 NO OF PAGES \_\_\_\_\_ TRACT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

CIC SHORT NAME CIC NO 138 Stone Hse Rdg 2nd

LONG NAME BY DECLARATION

A/T	PARENT PINS	THRU
	33 34.24.21.0078	0079
	12.0059	0066
	12.0067	0074
	21.0080	0087
	12.0075	0078
	12.0079	0082
	21.0088	0091
	21.0107	0110
	12.0083	0090

A/T	PARENT PINS	THRU

DATE \_\_\_\_\_

DIV NO \_\_\_\_\_

1841952

**COMMON INTEREST COMMUNITY NUMBER 138**

**Stone House Ridge Second Addition**

**A Planned Community**

**DECLARATION**

THIS DECLARATION is made this 15<sup>th</sup> day of August, 2003 Rolling Green, Inc a Minnesota corporation, and T H Construction of Anoka, Inc (hereinafter jointly referred to as the "Declarant"), pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B 1-101 to 515B.4-118, (hereinafter referred to as the "Act"), as amended

WHEREAS, the Declarant is the fee simple owner of certain property in the City of St Francis, County of Anoka, State of Minnesota, which is more particularly described as

Lots 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, Block 2,  
Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 3,  
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 4,  
Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 5,  
Lots 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35, Block 5, **Stone House Ridge Second Addition** according to the recorded plat thereof, Anoka, County, Minnesota,

(the "Property" or "Properties"), which Declarant intends to develop for residential uses, and

WHEREAS, Declarant desires that all of the Property shall be subject to certain uniform covenants, conditions and restrictions, and

NOW, THEREFORE, Declarant hereby declares that all the Properties described above shall be held, sold, and conveyed subject to the Act and the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefits of each owner thereof

**ARTICLE I.  
DEFINITIONS**

Section 1 "Association" shall mean and refer to Stone House Ridge Estates Owner's Association a corporation formed under Chapter 317A, Minnesota Statutes, its successors and assigns which shall be a planned community

Section 2, "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, Where any such Lot is being sold by the fee owner to a contract vendee who is entitled to possession of the Lot, the contract vendee shall be considered to be the owner of the Lot if (1) the rights of the contract vendor hereunder are delegated to the vendee under such contract for deed, and (2) the vendee shall furnish proof of such delegation to the Association

Section 3 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association

Section 4 "Lot" shall mean and refer to any separately identified plot of land shown upon any recorded subdivision map or plat of the Properties which is intended to be sold to the ultimate buyer as a separate property. Where appropriate, reference to "Lot" shall include all structures located upon a Lot. The boundaries of each Lot and the unit identifier of each Lot shall be shown on the C I C Plat.

Section 5 "Declarant" shall mean and refer to Rolling Green, Inc, a Minnesota corporation, and T H Construction of Anoka, Inc, a Minnesota corporation.

Section 6 "Dwelling" or "Living Unit" shall mean and refer to a building consisting of one or more floors, designed and intended for occupancy as a single family residence and located within the boundaries of a Lot.

Section 7 "Eligible Mortgagee" shall mean any person owning a mortgage on any Lot, which mortgage is first in priority to any other mortgages that encumber such Lot, and which has requested the Association, in writing, to notify it regarding any proposed action which requires approval by a specified percentage of Eligible Mortgagees.

Section 8 "Act" shall mean the Minnesota Common Interest ownership Act, Minn Stat Sect 515B 1-101, et seq.

Section 9 "C I C Plat" or "Plat" shall mean the plat of Stone House Ridge Second Addition, recorded in the offices of the County Recorder, Anoka County, Minnesota.

Section 10 Definitions Incorporated Except as otherwise specified in this Declaration, the terms used in this Declaration which are defined in the Act shall have the same meaning as they have in the Act.

Section 11 Statutory Requirements In accordance with the requirements of Section 515B 2-105 of the Act, the Declarant hereby states the following:

1 The number of the Common Interest Community created hereby is the number set forth on the first page of this Declaration.

2 The name of the Association is Stone House Ridge Estates Owner's Association. The Association has been incorporated pursuant to the provisions of Minnesota Statutes Chapter 317A.

3 The legal description of the Property included within the common interest community created hereby (including all appurtenant easements) is set forth above.

4 The description of the boundaries of each Lot subject to this Declaration, including the unit identifier number for each Lot, is set forth on the Plat, which plat has been filed of record with the office of the Anoka County Recorder and is hereby incorporated herein by reference.

5 The allocated interests are assigned equally to each Lot, subject to the provisions of the Declaration. Each Lot shall have one vote in the affairs of the Association. Except as provided in Article III, Section 6 (relating to the Alternative Assessment Program) or as permitted in the Act, each Lot shall share the Common Expenses equally.

6 The common interest community created hereby shall consist of 50 Lots, all of which shall be restricted to residential use.

7 No additional units may be created by the subdivision or conversion of Lots.

8 The use restrictions to which the Lots are subject are located in Articles VI and VII hereof. There is no restriction on the sale price of a unit. The amount to be received upon the condemnation, casualty loss or termination of the common interest community are set forth in Article X, Article IX, and Article XIV, respectively.

9 Time shares are not permitted.

10 Matters relating to Special Declarant Rights are contained in Article XII hereof. Matters relating to assessments for Common Expenses are contained in Article III hereof. There are limited common elements.

11 The limited common elements shall consist of party walls, any elements shared by Owners of adjoining Dwellings or Living Units identified in the CIC portion of the Plat of Stone House Ridge Second Addition

## **ARTICLE II MEMBERSHIP AND VOTING RIGHTS**

Section 1 Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. When more than one person is an Owner of a Lot, all such persons shall be members of the Association, but multiple ownership of a Lot shall not increase the voting rights allocated to such Lot nor authorize the division of the voting rights.

Section 2 Voting rights and Common Expense obligations are allocated equally among the Lots, except that special allocations of Common Expenses shall be permitted as provided in this Declaration and except for the alternative expense allocation as provided in this Declaration.

Section 3. The ownership of a Lot shall include the voting rights and Common Expense obligations described in Article II, Section 2. Said rights, obligations and interest, and the title to the Lots, shall not be separated or conveyed separately. The allocation of the rights, obligations and interest described in, this Section may not be changed except in accordance with this Declaration, the Bylaws and the Act.

Section 4 The Owner, or some natural person designated as proxy on behalf of the Owner, and who need not be an owner, may cast the vote allocated to such Lot at meetings of the Association, provided, that if there are multiple Owners of a Lot, 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 specifically described in the Bylaws.

## **ARTICLE III. COVENANT FOR COMMON EXPENSE AND INSURANCE PREMIUM ASSESSMENTS**

Section 1 Creation of the Lien and Personal Obligation of Assessments The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed or contract for deed therefore, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association

- 1 general monthly assessments or charges,
  - a a common expense or portion thereof benefiting fewer than all of the Lots may be assessed exclusively against the Lots benefited, on basis of (a) equality, (b) square footage of the area being maintained, repaired or replaced, or (c) the actual cost incurred with respect to each Lot
- 2 assessments for insurance premiums, which may be assessed in proportion to value, risk or coverage;
- 3 special assessments for capital improvements, such assessments to be established and collected as hereinafter provided
- 4 assessments levied under Section 515B 3-116 of the Act to pay a judgment against the Association, which assessments may be levied only against the Lots existing at the time the judgment was entered, in proportion to their Common Expense liabilities.
- 5 assessments for fees, charges, late charges, fines and interest
- 6 assessments for maintenance, repair, replacement or services described in Article V

The assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due and if more than one person was an Owner then such obligation shall be

joint and several The personal obligation for delinquent assessments shall not pass the Owner's successors in title unless expressly assumed by them

Section 2 Purpose of Assessments The assessments levied by the Association shall be used exclusively to promote the purposes of the Association as set forth in Article IV and V

Section 3 Limitation on Assessments Commencing on January 1 of the year immediately following the conveyance of the first lot to an Owner other than Declarant, the maximum monthly general assessment to an Owner and the Owner's Lot shall be \$100 00 per Lot

1 From and after January of the year immediately following the conveyance of the first lot to an Owner other than a Declarant, the maximum monthly general assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership of the Association

2 From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than a Declarant, the maximum monthly general assessment may be increased by 10% or more by a vote of Owners representing 2/3 of the Lots who are voting in person or by proxy, at a meeting duly called for this purpose

3 The Board of Directors of the Association may fix the monthly general assessment at an amount not in excess of the maximum, and the Board of Directors of the Association may modify the monthly assessment upward or downward from time to time, but in no event upward beyond the maximum permitted by this Section Written notice of any modification of the monthly general assessment shall be sent to every Owner subject hereto

Section 4. Special Assessment for Capital Improvements In addition to the monthly general assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of sixty-seven percent (67%) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose

Section 5 Notice and Quorum for any Action Authorized Under Sections 3 and 4 Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all Owners not less than 21 days nor more than 30 days in advance of an annual meeting or not less than 7 days nor more than 30 days in advance of a special meeting At the first such meeting called, the presence of members or of proxies entitled to cast more than 50% of all the votes of the membership shall constitute a quorum If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be ½ of the required quorum of the preceding meeting No such subsequent meeting shall be held more than 60 days following the preceding meeting

Section 6 Uniform Rate of Assessment Alternative Assessment Program Both general monthly and special assessments on all Lots must be fixed at a uniform rate, except vacant Lots which shall be assessed at 10% of the established assessment rate except

1 no assessments shall be made against any Lot which is a parcel of real estate which is not intended for separate ownership or occupancy

2 any Lot owned by Declarant and which is not exempt from assessment by Article III, Section 6 (1) shall be assessed at 10% of the established assessment rate, until such time as a certificate of occupancy is issued by the City of St Francis, Minnesota

3 this alternative assessment program shall have no effect on the level of services for items set forth in the Association's budget

Monthly and/or special assessments may be collected on a monthly, bi-monthly or quarterly basis at the discretion of the Association

Section 7 Date of Commencement of Assessments Due Dates The general monthly assessment provided for herein shall commence as to all Lots when levied by the Board of Directors of the Association Notwithstanding the foregoing to the contrary, any Lot owned by Declarant shall be assessed pursuant to the alternative assessment program set forth in Article III, Section 6



The first general monthly assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of such assessments against each Lot at least thirty (30) days in advance of each monthly assessment period. Written notice of such assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an authorized representative of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments of a Lot is binding upon the Association as of the date of its issuance.

**Section 8 Effect of Nonpayment of Assessments Remedies of the Association** Any assessment to any Member not paid within 30 days after the due date shall bear interest from the due date at a rate of 8% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the Lien against the Property. Such Lien may be foreclosed in the same manner as a mortgage pursuant to Minnesota Statutes, Chapters 580, 581 or 582, as amended, and the Association shall be entitled to recover interest at the rate of 8% per annum and its costs, expenses and disbursements, including reasonable attorney's fees, incurred in such foreclosure. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of the Owner's Lot. If the Association has provided for monthly, bi-monthly or quarterly installment payments of assessments, the Association may accelerate and the Owner shall pay the unpaid balance of an annual installment if the Owner has failed to pay any monthly, bi-monthly or quarterly installment within 30 days after the due date of a monthly or quarterly installment. The annual assessment shall be the monthly assessment multiplied by twelve.

**Section 9 Subordination of the Lien to Mortgage** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, except as provided in the Act. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### **ARTICLE IV. DUTIES OF ASSOCIATION**

##### **Section 1 Duties**

1 The Association shall enforce the covenants, conditions and restrictions set forth herein and any amendments hereto and any rules and regulations adopted by the Association.

2 The Association shall undertake, at its discretion, such further duties as determined by the Board of Directors.

#### **ARTICLE V. MAINTENANCE**

**Section 1 Maintenance by Association** For the purposes of preserving the architectural character, quality, and uniform and high standards for appearance of the Property, the Association shall (i) provide for exterior maintenance upon the Dwelling in each Unit that is subject to assessment as follows: exterior painting, replace or repair roofs, gutters, downspouts, garage door (except hardware), exterior stucco, brick and other building surfaces, (ii) provide for reasonable lawn, shrub and tree maintenance on all Units, including irrigation, and (iii) provide for snow removal from driveways, walkways and parking areas for all Units. The snow removal obligation shall not apply except in the event snow accumulates in excess of two inches in depth. The Association's obligation to maintain exterior building surfaces shall exclude patios, decks, entry doors, door hardware, air conditioning equipment and any glass used throughout the Unit, and any other items not specifically referred to in this Section. The Association shall have easements as described in Article VIII to perform its obligations under this Article V.

**Section 2 Contract for Trash Removal** The Association may contract with a single provider for the removal and disposal of garbage, trash and other solid waste from all Lots in accordance with this Declaration. Any charges imposed by the provider designated by the Association shall be paid by the Association and shall be included in the general assessments to Owners. In the event that any Owner requests any services not included within the basic/general charges of the provider, the owner, upon written demand by the Association, shall reimburse the Association for any charges for such services, plus all related costs, including interest, attorney fees and administrative charges of the Association, and if not paid by Owner, such charges shall be a lien against the Lot. Any charge, lien or claim pursuant to this Article shall not be subject to any maximum increase in general assessments.

Section 3, Optional Maintenance by Association In addition to the maintenance described in this Section the Association may, with the approval of a majority of votes cast in person or by proxy at a meeting called for such purposes, undertake to provide additional exterior maintenance to the Units or Dwellings, or maintenance of water and sewer systems within the Units

Section 4 Maintenance by Owner, Except for the exterior maintenance required to be provided by the Association under Section 1, all maintenance of the Dwellings and Units shall be the sole responsibility and expense of the Owners thereof. However, the Owners and occupants shall have a duty to promptly notify the Association of defects in or damage to those parts of the Property which the Association is obligated to maintain. The Association may require that any exterior maintenance to be performed by the Owner be accomplished pursuant to specific uniform criteria established by the Association. The Association may also undertake any exterior maintenance which the responsible owner fails to or improperly performs and assess the Unit and the Owner for the cost thereof.

Section 5 Damage Caused by Owner Notwithstanding any provision to the contrary in this Section, if, in the judgment of the Association, the need for maintenance of any part of the Property is caused by the willful or negligent act or omission of an Owner or Occupant, or their guests, or by a condition in a Unit which the Owner or occupant has willfully or negligently allowed to exist, the Association may cause such damage or condition to be repaired or corrected (and enter upon any Unit to do so), and the cost thereof may be assessed against the Unit of the Owner responsible for the damage.

## **ARTICLE VI. ARCHITECTURAL CONTROL**

Section 1 Structures No building, pool, fence, wall, deck or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board.

Section 2 Approval In the event said Board of Directors, or its designated architectural committee, fails to approve or disapprove such design and location, or planting, of any item within 30 days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 3 Declarant's Rights Except as prohibited by law, Declarant shall be exempt from architectural control as described in this Article with respect to construction in connection with initial sales of units owned by Declarant.

## **ARTICLE VII ADDITIONAL RESTRICTIONS; RULES AND REGULATIONS**

### **Section 1 Additional Restrictions**

1 No lot shall be used except for residential purposes, except that Declarant or its assignees shall be entitled to maintain model homes and other sales facilities upon the Lots. Such right may be assigned in whole or in part to any other builder that purchases one or more Lots from Declarant.

2 No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, and/or one sign of not more than five (5) square feet advertising the property for sale, except that Declarant shall be permitted to erect and maintain upon the Property such signs as it deems appropriate to advertise the Property until the Declarant conveys the last Lot.

3 The Association, through its Board of Directors, may in its discretion adopt rules and regulations prohibiting or permitting the keeping of animals on the Lots.

4 No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Garbage, rubbish and trash shall not be kept on said premises except in sanitary containers. All equipment used or kept for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be stored in the garage, except for the day the waste

removal agent is disposing of waste All incinerators or other equipment used or kept for the storage or disposal of such material shall be kept in a clean and sanitary condition

5 No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood

6 No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any Lot at any time either temporarily or permanently

7 No trailers, boats, buses, motor homes, campers, snowmobiles or other types of recreational vehicles shall be parked on any Lot for more than 48 consecutive hours unless such vehicle is parked within a garage located on such Lot However, the Board of Directors of the Association may grant permits to park such vehicles on Lots for limited periods of time not to exceed fourteen (14) days in any twelve (12) month period

8 No aerial, antenna or satellite dish which is (i) over four feet in height, as measured from the point on any structure to which the aerial, antenna or satellite dish is affixed, (ii) more than one meter in diameter, (iii) not attached to a dwelling unit, or (iv) of a color not approved by the Association, shall be permitted on any Lot

9 No abandoned motor vehicle as defined in Minnesota Statutes Section 168B 02, subdivision 2, as amended from time to time, shall be permitted to remain upon the streets or driveways or on any Lot or parking area herein The Association shall have the right to remove any such vehicle at any time, and assess the costs of such removal against the Lot which is owned or occupied by the person in control or possession of such vehicle

10 No Lot may be leased for transient or hotel purposes Any lease of any lot shall be in writing which shall be expressly subject to the Act, this Declaration and any Rules and Regulations adopted by the Association and which provide that any violation of the Act, this Declaration and any Rules and Regulations shall be a default under the lease No time shares shall be created with respect to any Lot

Section 2 Rules and Regulations The Association may adopt, amend and revoke rules and regulations not inconsistent with the Articles of Incorporation, Bylaws or this Declaration of the Association as follows

- 1 regulating the use of the Common elements, if any,
  - 2 regulating the use of Lots and conduct of living unit occupants, which may jeopardize the health, safety and welfare of other occupants, which involve noise or other disturbing activity, or which may damage other living units,
  - 3 regulating or prohibiting animals,
  - 4 regulating conduct which may damage the common interest community,
  - 5 regulating the exterior appearance of the common interest community,
  - 6 implementing the Articles of Incorporation, Bylaws or Declaration of the Association,
- and
- 7 other rules facilitating the operation of the common interest community After notice and an opportunity to be heard, the Association may impose reasonable sanctions, including the levying of reasonable fines, for violations of this Declaration, Bylaws and Rules and Regulations of the Association.

## **ARTICLE VIII. EASEMENTS**

Section 1 In addition to the easements, covenants, restrictions and conditions herein, all Lots shall be subject to easements and covenants hereinafter specifically described for the benefit of the Properties or for the limited benefit of specified adjoining Lots, all as more fully set forth hereinafter in this Article Within such easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of any utilities or which may, change the flow or drainage channels within the easements or which may obstruct, retard or change the flow of water through drainage easements The easement area

of each Lot and all improvements therein shall be maintained continuously by the owner of the lot, except for improvements which are the responsibility of a public authority or utility company

Section 2 Utility Easements The Association or its proper representatives shall have the right of free access to any Lot for the purpose of maintaining any utility service to any Lot on the Properties Each Lot is hereby made subject to easements for all utilities as constructed

Section 3 Easements for Encroachment In the event that any buildings or other structures originally constructed by the Declarant or constructed or erected thereafter on any Lot encroachment shall hereafter arise because of settling or shifting of the building or other cause, an exclusive easement appurtenant to said encroaching Lot for such encroachment and the maintenance thereof shall exist

Section 4, Easement for Association Maintenance Declarant hereby grants an easement in favor of the Association over and across each Lot, including driveways, for the purpose of the Association performing its maintenance and other duties hereunder

Section 5 Easement for Mailboxes Declarant hereby grants an easement over each Lot on which a mail box facility is located in favor of the owners of all Lots served by such mail box facility for purposes of access to the mailbox facility

Section 6 Easement for Pump Houses and Irrigation Utilities Declarant hereby grants an easement in favor of the Association over and across each Lot for the purpose of installing, operating and maintaining underground irrigation utilities and lines Water for irrigation shall be supplied by and through pump houses located on Lot 1, Block 3, Lot 1, Block 5 and Lot 12, Block 4 within the Property Declarant hereby grants an easement in favor of the Association for the purpose of installing, operating and maintaining pump houses, including enclosures thereof, as follows

Over and across the northerly 20 feet of Lot 1, Block 3, except the northerly 10 feet thereof,  
Over and across the easterly 20 feet of Lot 1, Block 5, except the easterly 10 feet thereof  
and

Over and across the northerly 20 feet of Lot 12, Block 4, except the northerly 10 feet thereof

Section 7 Party Wall Agreement The Dwellings/Living Units defined herein are twin homes, each sharing a common wall ("Party Wall") and therefore following provisions shall apply

A 1 General Rules of Law to Apply Each wall which is built at part of the original construction of any Living Unit upon the Properties end placed an the dividing line between two (2) Living Units Shall constitute a party wall and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful arts or omissions shall apply thereto

2 Share of Repair and Maintenance Except where attributable to the Association pursuant to the terms hereof, the Cost of reasonable repair and maintenance of each party wall shall be shared by the Owners who make use of the wall in proportion to the use

3 Destruction by fire or other casualty or by physical deterioration If a party wall is destroyed or damaged by fire or other casualty or by physical deterioration, any Owner who has used the wall may restore it, and shall have an easement over the adjoining Living Unit for purposes of making such restoration, and if other Owners thereafter make use of the wall they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from other Owners under any rule of law regarding liability for negligent or willful acts or omissions

4 Weatherproofing Notwithstanding any other provision of this Article, any Owner who by his negligent or willful act, causes any party wall to be exposed to the elements or excessive heat or cold shall bear the whole cost of furnishing the necessary protection against such elements of heat or cold, and of repairing the party wall from damage caused by such exposure

5 Right To Contribution Runs with Land The right of any Owner to contribution from any other Owners under this Article shall be appurtenant to the Lot and shall pass to such Owner's successors in title

6 Arbitration Unless the relevant Owner's agree in writing otherwise, in the event of any dispute arising between the Owners of a Party Wall concerning their party wall, or under any other provision of the Party Wall portions of this Declaration, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved. If either party refuses or fails to promptly appoint an arbitrator the same may be appointed by any judge of the state district court for Anoka County, Minnesota. Arbitration shall be in accordance with the rules of the American Arbitration Association.

7 Encroachment If any portions of a Living Unit or any Lot shall actually encroach upon any other lot, or if any such encroachment shall hereafter arise because of settling or shifting of the building or other cause, there shall be deemed to be an easement in favor of the owner of the encroaching living Unit to the extent of such encroachment so long as the same shall exist.

8 Mechanic's Liens Each Owner of a Living Unit ("Defaulting Owner") agrees to indemnify and hold harmless the Owner of an adjoining Living Unit for any mechanics' liens arising from work done or material supplied to make repairs or replacements for which the Defaulting Owner is responsible.

#### B WATER AND SEWER RESTRICTIONS

1 Except where undertaken by the Association pursuant to the terms of this Declaration, Owners of each of the Living Units shall be solely and jointly responsible for the maintenance, repair and upkeep of all waterlines and systems including common waterlines and systems leading from the curb stop to each of the Living Units.

2 Except where undertaken by the Association pursuant to the terms of this Declaration, Owners shall be solely and jointly responsible for the maintenance, repair, cleaning and upkeep of all sewer lines and systems, including common sewer lines and systems leading from the sewer main of the Living Units.

#### C OTHER PROVISIONS GOVERNING RELATIONSHIP AMONG OWNERS OF ADJOINING LIVING UNITS

1 Insurance—Replacement Each Owner shall maintain fire and extended coverage insurance on his Living Unit in the full replacement cost thereof, and shall, in the event of damage to or destruction of his Living Unit, restore it to the condition in which it was prior to the damage or destruction.

2 Maintenance Each Owner of a Living Unit shall maintain his or her lot and the exterior of his Living Unit in good condition and repair and in a clean and neat condition.

3 Architectural Control Subject to the restrictions herein or imposed by the Association in accordance with this Declaration, the Owner of a Living Unit may replace exterior components of his or her Living Units with similar components of the same design and color, and may paint the exterior of his Living Unit with paint of the existing color of the exterior, but he or she may not, either in the course of ordinary replacement or remodeling or restoration after damage or destruction, employ different siding or roofing material or a different color scheme without the consent of the Owner of the adjoining Living Unit.

4 Adjoining Lot owners Easements for the Purpose of Maintenance, Light, Air and Emergency Access Each Owner shall have the benefit of a permanent, appurtenant easement over adjoining lot owner's property for the purpose of maintenance of any portion of the Living Unit located on the benefited lot that encroaches' onto or overhangs an adjoining lot whether such encroachment is a part of such Living Unit as originally constructed or results from settling, sag, or similar cause. In addition, each Lot Owner shall have the benefit of a permanent, appurtenant easement over and across adjoining lot owner's property for the purpose of light, air, and emergency access.

#### D RIGHTS OF THE CITY

The City of St. Francis, Minnesota, shall have the right to enter upon the property for the purpose of shutting off the water to any Living Unit in the event that charges for water service to such Living Unit have not been paid.

Further, the City of St Francis, Minnesota, shall have a non-exclusive easement for the purpose of police, fire, rescue and other emergency calls, for animal control, for health and protective inspection, and to perform and provide any and all other public services deemed necessary by the City of St Francis

## **ARTICLE IX. INSURANCE**

Section 1 Required Insurance. The Association may obtain and maintain, in its discretion, a master policy of insurance in accordance with the insurance requirements as set forth in the Act and the additional requirements set forth herein, issued by a reputable insurance company or companies authorized to do business in the State of Minnesota, as follows

1 Property insurance in broad form covering all risks of physical loss in an amount equal to one hundred percent (100%) of the insurable "replacement cost" of the Property, less deductibles, exclusive of land, footings, excavation and other items normally excluded from coverage (but including all building service equipment and machinery) The policy or policies shall cover personal property owned by the Association The policy or policies shall also contain "Inflation Guard" and "Agreed Amount" endorsements, if reasonably available Such policy or policies shall include such additional endorsements, coverages and limits with respect to the foregoing and other hazards as may be required from time to time by the regulations of the FHA or Federal National Mortgage Association ("FNMA") as a precondition to their insuring, purchasing or financing a mortgage on a Unit The Board may also, on behalf of the Association, enter into binding written agreements with a mortgagee, insurer or service, including without limitation the FHA or FNMA, obligating the Association to keep certain specified coverages or endorsements in effect

2 Comprehensive public liability insurance covering the use, operating and maintenance of the Property, with minimum limits of \$1,000,000 per occurrence, against claims or 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 include such additional endorsements, coverages and limits with respect to such hazards as may be required by the regulations of the FHA or FNMA as a precondition to their insuring, purchasing or financing a mortgage on a Unit

3 Fidelity bond or insurance coverage against dishonest acts on the part of directors, officers, managers, trustees, employees or persons responsible for handling funds belonging to or administered by the Association if deemed to be advisable by the Board or required by the regulations of the FHA or FNMA as a precondition to the purchase, or financing of a mortgage on a Unit

The fidelity bond or insurance shall name the Association as the named insured and shall, if required by the regulations of the FHA or FNMA as a precondition to their insuring, purchasing or financing of a mortgage on a Unit, be written in an amount equal to the greater of (i) the estimated maximum of Association funds, including reserves, in the custody of the Association or management agent at any given time while the bond is in force or (ii) a sum equal to three months aggregate assessments on all Units plus reserves An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers, or a waiver of defense based upon the exclusion of persons serving without compensation shall be added.

4 Worker's Compensation insurance as required by law

5 Directors and officers liability insurance with such reasonable limits and coverages as the Board shall determine from time to time

6 Such other insurance as the Board may determine from time to time to be in the best interests of the Association and the Owners

Section 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

Section 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

Section 4 Waivers of Subrogation All policies of insurance shall contain waivers of subrogation by the insurer against the Association, or an Owner, members of the Owner's household, officers or directors, as applicable, and, if available, waivers of any defense based on co-insurance or of invalidity from any acts of the insured

Section 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 cancelled 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 all eligible Mortgagees

Section 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

Section 7 No Contributions, All policies of insurance maintained by the Association shall be the primary insurance where there is other insurance in the name of the Owner covering the same property, and may not be brought into contribution with any insurance purchased by owners or their Eligible Mortgagees

Section 8 Effect of Acts Not Within Association's Control All policies of insurance maintained by the Association shall provide that the coverage shall not be voided by or conditioned upon (i) any act or omission of an owner or Eligible Mortgagee, unless acting within the scope of authority on behalf of the Association, or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control

Section 9 Owner's Personal Insurance Unless the Association elects to obtain a master policy of insurance meeting the requirements set forth herein, each Owner shall insure all improvements on his/her respective lot(s), whether now in existence or subsequently erected, against any hazards, casualties and contingencies, including fire. This insurance shall be maintained in an amount sufficient to reconstruct the improvement on the lot. Owners shall also insure all improvements on his/her lot against flood if reasonably required by the Association. All insurance shall be carried with companies approved by the Association. The insurance policies and any renewals shall be held by the Association and shall include loss payable clauses in favor of, and in a form acceptable to the Association

Owners shall deliver to the Association, prior to purchase of a Lot, a Certificate of Insurance naming Association as additional insured, such policy shall require (30) days written notice to the Association before cancellation can be effected

In the event of loss, Owner shall give Association immediate notice by mail. The Association may make proof of loss if not made promptly by Owner

## **ARTICLE X. RECONSTRUCTION, CONDEMNATION AND EMINENT DOMAIN**

Section 1 Reconstruction The obligations and procedures for the repair, reconstruction or disposition of the Property following damage to or destruction thereof shall be governed by the Act. Any repair or reconstruction shall be substantially in accordance with the plans and specifications of the Property as initially constructed and subsequently improved upon. Notice of substantial damage or destruction shall be given pursuant to Article XI, Section 10

Section 2, Condemnation and Eminent Domain In the event of a taking of any part of the Property by condemnation or eminent domain, the provisions of the Act shall govern, provided, that notice shall be given pursuant to Article XI, Section 10 Eligible Mortgagees shall be entitled to priority for condemnation awards in accordance with the priorities established by the Act and the Governing Documents, as their interests may appear

Section 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 Article XI, Section 10

## **ARTICLE XI. RIGHTS OF ELIGIBLE MORTGAGEES**

Section 1 Consent to Certain Amendments The written consent of eligible mortgagees representing at least fifty-one (51 0%) percent of the Lots 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 this Declaration, Articles of Incorporation or Bylaws of the Association which causes any change in the following

- 1 voting rights,
- 2 increases in assessments that raise the previously assessed amount by more than 25%, assessment liens or priority of assessments liens,
- 3 reductions in reserves for maintenance, repair and replacement,
- 4 responsibility for maintenance and repairs,
- 5 reallocation of interests in the Common elements or right to their use, if any,
- 6 redefinition of any Lot boundaries,
- 7 convertibility of Lots into Common elements or vice versa, if any,
- 8 expansion of the Property or the addition or withdrawal of property to or from the Property,
- 9 hazard or fidelity insurance requirements,
- 10 leasing of Lots,
- 11 imposition of any restrictions on the leasing of Lots,
- 12 restoration or repair of the Property, (after a hazard damages or partial condemnation) in a manner other than that specified in the Declaration,
- 13 any action to terminate the legal status of the common interest community after substantial destruction or condemnation occurs, or
- 14 any provisions that expressly benefit mortgage holders, 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 30 days after it receives proper notice of the proposal, provided that the notice was delivered by certified mail with a return receipt

Section 2 Consent to Certain Actions The written consent of Eligible Mortgagees representing at least sixty-seven (67 0%) percent of the Lots that are subject to first mortgages, (based upon one vote per first mortgagee) shall be required to abandon or terminate the common interest community, subject to any greater requirements contained in the Act

Section 3 Consent to Subdivision No Lot may be partitioned or subdivided without the prior written approval of the Owner, Eligible Mortgagee thereof, and the Association

Section 4 No Right of First Refusal The right of an Owner to sell, transfer or otherwise convey his or her Lot shall not be subject to any right of first refusal or similar restrictions



**Section 5 Priority of Lien** Any holder of a first mortgage on a Lot or any purchaser of a first mortgage at a foreclosure sale, that comes into possession of a Lot by foreclosure of the first mortgage or by deed or assignment in lieu of foreclosure, takes the Lot free of any claims for unpaid assessments or other charges or liens imposed against the Lot by the Association which have accrued against such Lot prior to acquisition of possession of the Lot by said first mortgage holder or purchaser,

- 1 except as provided in Article III, Section 9,
- 2 except as provided in the Act, and
- 3 except that any unpaid assessments or charges with respect to the Lot may be reallocated among all Lots in accordance with their interests in Common elements

**Section 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 Lots and not the Property as a whole

**Section 7 Priority for Condemnation Awards**, No provisions of the Declaration or the Articles of Incorporation or Bylaws of the Association shall give an owner, or any other party, priority over any rights of the Eligible Mortgagee of the Lot pursuant to its mortgage in the case of a distribution to such owner of insurance proceeds or condemnation awards for losses to or a taking of the Lot. 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

**Section 8 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

- 1 with cause upon thirty (30) days prior written notice, and
- 2 without cause, upon sixty (60) days prior written notice

**Section 9 Access to Books and Records** 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 Lot for an audit of the Association's financial statements, the Association shall cause an audit to be made and deliver a copy to the requesting party

**Section 10 Notice Requirements** Upon written request to the Association, identifying the names and address of the holder, insurer or guarantor of a mortgage on a Lot, and the Lot number or address, the holder, insurer or guarantor shall be entitled to timely written notice of

- 1 a condemnation loss or any casualty loss which affects a material portion of the Property of the Unit securing the mortgage
- 2 a 60-day delinquency in payment of assessments or charges owed by the owner of a Lot on which it holds a mortgage
- 3 a lapse, cancellation or material modification of any insurance policy maintained by the Association
- 4 a proposed action which requires the consent of a specified percentage of Eligible Mortgagees

## **ARTICLE XII. SPECIAL DECLARANT RIGHTS**

**Section 1 Period of Declarant Control** Notwithstanding anything in this Declaration or the Association Bylaws to the contrary, T H Construction of Anoka, Inc ("TH"), shall have the right to control the management and affairs of the Association until the earlier of the following events

1 60 days after the conveyance of seventy-five (75%) percent of the Lots to Lot Owners other than TH, or

2 five years from the date of the recording of this Declaration

During this period of Declarant Control, TH, subject to the Bylaws, shall have the sole right to appoint, remove and replace the officers and directors of the Association. Notwithstanding the foregoing, the Owners other than TH 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 60 days following the conveyance by TH of 50% of the Lots authorized to be included in the Common Interest Community.

Section 2 Maintenance of Sales Offices Notwithstanding anything herein to the contrary, so long as TH owns an interest in a Lot, TH may maintain advertising signs on any part of the Common elements, if any, and sales offices, management offices and model units in any Lots or in or on any part of the Common elements, if any, and such sales offices and model units may be relocated by TH, or its assignees from time to time. There shall be no limit on the number or location of such offices or model units.

Section 3 Easements in Favor of TH Notwithstanding any provisions contained herein to the contrary, so long as construction and initial sale of Lots shall continue, TH shall have any easement over and across the Common element, if any, for the purpose of carrying out its sales activities and for the purpose of completing the construction on any Lots, including without limitation the right of vehicular ingress and egress, vehicular parking, material storage, and the maintenance of business offices, signs, model units, and sales offices, and TH shall have an easement for access to such facilities, provided, however, that TH shall promptly restore any damage to the Common elements by reason of any construction incident to the foregoing. This Section may not be amended without the express written consent of TH.

Section 4 Declarant Control of Architectural Control Committee Until the last lot has been sold, Declarant shall have the sole right to determine the members of the Architectural Control Committee.

### **ARTICLE XIII. FLEXIBLE ASSOCIATION**

Section 1 Flexible Association This Association is a flexible common interest community. Declarant may add additional real estate to the Association at any time or times within one (1) year from the date of recording of this Declaration.

Section 2 Additional Real Estate Declarant may add to the Common Interest Community all or any part of the real estate, at any time or times within one (1) year after the recording of this Declaration. The real estate to be added to the Common Interest Community shall be restricted to residential uses. All restrictions contained in the Declaration relating to the use, occupancy and alienation of Lots shall be applicable to the Lots added to the Common Interest Community. Such restrictions shall not apply to any additional real estate which is not added to the Common Interest Community. Any buildings and living units erected upon the additional real estate, when and if added, shall be compatible with the other buildings and living units in the Common Interest Community in terms of architectural style, quality of construction, principal materials employed in construction and size.

### **ARTICLE XIV GENERAL PROVISIONS**

Section 1 Enforcement The Association, or any Owner shall have the right to enforce, by any proceeding by law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If the Association determines that any action or proceeding at law or otherwise is necessary to enforce the terms and conditions hereof, and if in said event the Association prevails, the Association shall be entitled to an award of its reasonable attorney fees and costs and disbursements, and any such award may be assessed against the Unit of the Owner against whom the award is made.

Section 2 Severability Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3 Amendment, The covenants and restrictions of this Declaration shall run with and bind the land and shall be perpetual This Declaration may be amended by an instrument signed by the Owners representing Lots to which not less than 67% of votes have been allocated Any amendment must be recorded

Section 4 Annexation Additional residential or commercial property and Common elements may be annexed to the property with the consent of SFVD or seventy-five percent (75%) of the votes of the members

Section 5 FHAVA, If the Property has been approved for VA/FHA loans or loan guarantees, the following actions will require the prior approval of the Federal Housing Administration or the Department of Veterans Affairs during any period of declarant control annexation of additional properties, dedication of Common elements and amendment of this Declaration

Section 6 Tender of Claims In the event that any incident occurs which could reasonably give rise to a demand by the Association against the 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

Section 7 Conflicts Among Documents In the event of any conflict among the provisions of the Act, this Declaration, the Bylaws of the Association or any Rules and Regulations adopted by the Association, the documents shall control in the following order of priority

- 1 the Act,
- 2 this Declaration,
- 3 the Bylaws, and
- 4 the Rules and Regulations

Section 8 Interpretation Any terms which are not specifically defined herein, shall have the meaning set forth in the Act The singular shall be deemed to include the plural wherever appropriate and each reference to a male pronoun shall include the female and neutral, and unless the context clearly indicates to the contrary, any obligation imposed shall be joint and several

Section 9 Dissolution The common interest community created by this Declaration may only be terminated with the assent given in writing and signed by not less than the Owners holding eighty percent (80%) of the votes of the Association and eighty percent (80%) of the Eligible Mortgagees (each mortgagee having one vote for each Lot financed)

Upon termination of the common interest community, after payment of all the debts and obligations of the Association, all Lots, Common elements, if any, and Association property shall be administered in accordance with the provisions of the Act

**IN WITNESS WHEREOF**, Declarant has executed this Declaration as of the day and year first set forth above

ROLLING GREEN, INC

By \_\_\_\_\_

Its \_\_\_\_\_


T H CONSTRUCTION OF ANOKA, INC

By \_\_\_\_\_

Its president

STATE OF MINNESOTA )  
COUNTY OF Anoka ) ss

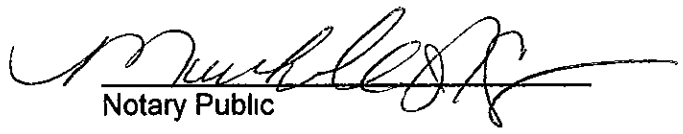
On this 15 day of August, 2003, before me, a Notary Public within and for said County, personally appeared Arnold J Esterbrook the Secretary/Treas of **Rolling Green, Inc.**, a Minnesota corporation, who acknowledged the foregoing instrument to be the free act and deed of said company

  
Notary Public



STATE OF MINNESOTA )  
COUNTY OF Anoka ) ss

On this 15 day of August, 2003, before me, a Notary Public within and for said County, personally appeared Anthony Hagen the President of **T.H. Construction of Anoka, Inc**, a Minnesota corporation, who acknowledged the foregoing instrument to be the free act and deed of said corporation

  
Notary Public



THIS INSTRUMENT WAS DRAFTED BY  
Steven J Lodge, #256146  
Nash & Lodge, PLLP  
Attorneys at Law  
2705 Bunker Lake Blvd Ste 107  
Andover, MN 55304  
(763) 862-6100  
FAX (763) 862-0033

**ABSTRACT**

Receipt #	117823/21	<input type="checkbox"/> Incorrect/No Reference #
Date/Time	8/27, 9:05	<input type="checkbox"/> Non-standard Document
Document Order	3 of 3	<input type="checkbox"/> Certified Copy/
PINs	AS	
Recordability	AS	
Filing Fees	\$ 20	<input type="checkbox"/> Tax Lien/Release
Copy/Additional Pg Fees	16 \$ 1	<input type="checkbox"/> Transfer
Well Cert Fees	\$	<input checked="" type="checkbox"/> Division
<input type="checkbox"/> Incomplete Form		<input type="checkbox"/> Status
<input type="checkbox"/> Missing Attachment		<input type="checkbox"/> New legal Description
<input type="checkbox"/> No Legal Description		<input type="checkbox"/> GAC
<input type="checkbox"/> Non-existent Legal Description		<input type="checkbox"/> Deferred Specials
<input type="checkbox"/> Part(s) Illegible		<input type="checkbox"/> No Change

DOCUMENT NO 1841952.0 ABSTRACT

**ANOKA COUNTY MINNESOTA**

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE FOR RECORD ON AUG 27 2003

AT 9:05 AM AND WAS DULY RECORDED FEES AND TAXES IN THE AMOUNT OF \$21 00 PAID

RECEIPT NO 2003117823

MAUREEN J DEVINE

ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

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

07105-03T

*All States Title*