

regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

6.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

6.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the 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 Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

6.4 Weatherproofing. Notwithstanding any other provisions of this Article, any Owner who, by his negligent or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

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

6.6 Encroachments. If, for whatever reason, a wall intended to be a party wall is not precisely constructed on the dividing line between two Lots, during the life of the building containing such wall, the Lot upon which such party wall encroaches shall be subject to an easement for the life of such building which shall be in favor of and appurtenant to the other Lot, to the end that for all purposes of this Declaration, such wall shall be treated as if it were centered precisely upon the common Lot line.



6.7 Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator and the decision of a majority of all of the arbitrators shall be final and conclusive on the question involved.

ARTICLE VII.

Architectural and Exterior Controls

7.1 Architectural Control and Committee Authority. No exterior additions, removals or alterations (including changes in color or appearance) to any building on the Property, additional fences, hedges, walls, walkways, and other structures shall be commenced, erected or maintained, except such as are installed or approved by the Developer in connection with the initial construction of the buildings on the Property, until the plans and specifications showing nature, kind, shape, height, materials, location and approximate cost of same shall have been submitted to and approved in writing as to harmony of the external design and location in relation to surrounding buildings erected upon the Property by an architectural committee composed of the Board of Directors of the Association or three (3) or more representatives appointed by the Board of Directors. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval shall be deemed to have been given. If no application has been made to the architectural committee or their representatives, or if such application has been rejected, a suit to enjoin or remove such additions, alterations, or changes may be instituted at any time by the Association or any Owner; provided, however, no suit to enjoin or remove such additions, alterations or changes may be commenced if unapproved improvements have been completed for a period of ninety (90) days and thereafter a deed to a new Owner is recorded, such



improvements having been deemed to have been approved by the architectural committee. None of the members of the architectural committee shall be entitled to any compensation for their services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by such committee. Exterior antennae shall not be placed on any building without the express written approval of the architectural committee. During the time in which the Association has a Class B member, all decisions of the architectural committee may be vetoed by the Developer.

7.2. Exterior Maintenance. In order to preserve the uniform and high standards of appearance of the Property, the Association shall provide and be solely responsible for the maintenance and repair of the exterior of all Living Units, and the walks, yard areas, and driveways of the Lots which responsibility shall include, but not be limited to, the following: The maintenance and repair of the exterior surfaces of all buildings on the Property, including, without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance and repair of roofs, gutters, downspouts and overhangs, (but excluding all maintenance and repair to glass and other window surfaces), mowing, trimming, watering and other care of grass, trees, and other plants, and the maintenance and repair of walks, driveway aprons, driveways and walkways, including snow removal therefrom. All maintenance and repair of individual Living Units and garages shall be the sole obligation and responsibility and expense of the individual Owners thereof, except to the extent that the exterior maintenance and repair is provided by the Association. In the event that any maintenance or repair measures are necessitated by willful or negligent acts of any Owner, his family, guests, or invitees, the cost of all such maintenance and repairs shall be added to and become a part of the assessments to which the Lot of such Owner is subject.



## ARTICLE VIII

### Insurance and Reconstruction

8.1 Liability Insurance; Fidelity Bonds. The Board of Directors of the Association, or its duly authorized agent, shall obtain a broad form of public liability insurance insuring the Association, with such limits of liability as the Association shall determine to be necessary, against all acts, omissions to act and negligence of the Association, its employees and agents. The Association's Board of Directors shall also provide fidelity bonds providing protection to the Association against loss by reason of acts of fraud or dishonesty on the part of the Association's Directors, managers, officers, employees or volunteers who are responsible for the handling of funds of the Association in an amount sufficient to provide no less protection than one and one-half (1 1/2) times the estimated annual operating expenses and reserves of the Association.

8.1 Destruction and Reconstruction. In the event that a building or buildings containing a Living Unit is partially or totally destroyed and in the further event that a decision is made by the Owners of the Living Units in such building or buildings to repair or reconstruct such building or buildings, then such repairs or reconstruction must be substantially commenced no later than ninety (90) days following the date upon which such decision has been made by the Owners. No such reconstruction or repairs shall be commenced without (i) the unanimous written consent of all the Owners in the buildings affected and (ii) the written approval of the plans and specifications of the proposed repairs and reconstruction by the Architectural Control Committee.

8.3 Manner of Reconstruction. On reconstruction, the design, plan and specifications of any building or Living Unit may vary from that of the original upon approval of the Arthitectural Control Committee; provided, however, that the number of square feet of any Living Unit may not vary by more than five (5%) percent

from the number of square feet for such Living Unit as originally constructed, and the location of the buildings shall be substantially the same as prior to the damage or destruction. All reconstruction costs and expenses shall be the sole obligation of the affected Owners only, and shall not be assessed to any other Owners.

## ARTICLE IX.

### Notice to First Mortgagees

9.1 Mortgagee's Rights. Notwithstanding any other provisions of this Declaration, the Articles of Incorporation or the By-Laws of the Association, the provisions of this Article IX shall control and in the event of a conflict between the provisions of this Article and the provisions of such Declaration, Articles, or By-Laws, the provisions of this Article shall control.

9.2 Notice of Default. Any Mortgagee holding a first Mortgage on a Lot, and who shall have previously filed a written request with the Association, shall be entitled to written notification of any default by the mortgagor or Owner of such Lot, or his, or their, heirs, successors, or assigns, in the payment of any assessments or the performance of any other duties or obligations herein set forth which shall have remained in default for a period of thirty (30) days or more. The neglect or failure of the Association to tender such notice to the Mortgagee shall toll the running of any time limits applicable to the procedure for the collection of such assessment or remedies available to the Association on account of such default.

9.3 Consent Required. Without the prior written approval of the Members entitled to cast seventy-five (75%) percent of the votes of each class of membership, the Association shall not be entitled to:

- (a) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer any Property which the Association shall have acquired for the benefit of the Owners.



(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against the Lot.

(c) By act or omission, change, waive or abandon the scheme of exterior and architectural controls, exterior maintenance, maintenance of parties walls, or lawn maintenance as hereinabove set forth.

#### ARTICLE X.

##### General Restrictions, Obligations and Rights of Owners

10.1 Living Unit Restriction. No Living Unit shall be used for purposes other than as a single family residence, nor shall any garage be used for or occupied as living or sleeping quarters, nor shall any trade or business of any kind be carried on within a Living Unit or upon a Lot, nor shall any Lot or any part thereof be leased, sublet, assigned, or suffered to be used for hotel or transient occupancy; provided, however, that none of the following activities shall be considered to be in violation of these restrictions:

(a) The maintenance of a business and sales office by the Developer during the construction and sale periods.

(b) The maintenance of an office by the Association or its designated manager for the purposes of management of the Property.

(c) Lease or rental of a Lot for purposes consistent with this Section.

10.2 Prohibition of Damage and Certain Activities. Nothing shall be done or kept on any Lot or any part thereof (i) to increase the rate of insurance on any other Lot over what the Owner of such other Lot, but for such activity, would pay, without the prior written consent of the Association, or (ii) which would be in violation of any statute, rule, ordinance, regulation, permit or other validly

imposed requirement of any governmental body. No damage to, or waste of, the Property or the buildings situated thereon, shall be committed by any Owner of any invitee of any Owner and each Owner agrees to indemnify and hold harmless the Association and the other Owners from and against all loss resulting from any such damage or waste caused by him or his invitees. No noxious, destructive or offensive activity shall be allowed on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing on the Property.

10.3 Animals. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, breed or kept in or upon any Lot or any part thereof, except that the Association may, be regulation, rule or otherwise develop rules for the keeping of dogs, cats or other household pets; provided, however, that no such pets shall be kept, bred or maintained for any commercial purposes.

10.4 Signs. No signs of any kind shall be displayed to the public view on any Lot; provided, however, one sign, if not more than five (5) square feet in area and which shall be attached or affixed to a Living Unit and not upon the private yard area, may be used to advertise such Living Unit for sale or rent; provided, further, the Developer reserves for itself and its agents, the right to maintain a business and sales office during the construction and sales period and to place any advertising sign upon the Property during such period.

10.5 Maintenance of Garages. All garage facilities, as originally erected by the Developer, shall be retained as and used for a garage facility for the off-street interior storage of the vehicles and no such facility shall be converted by construction or usage to any other purpose.

## ARTICLE XI.

### Property Rights

11.1 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and



shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by seventy-five (75%) percent of each class of Members has been recorded.

11.2 Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the Members of his family, his tenants, or contract purchasers who reside on the Property.

## ARTICLE XII.

### General Provisions

12.1 Enforcement. The Association or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration including, but not limited to, the collection of all assessments. In the event that the Association should employ the services of any attorney in connection with a breach of the terms hereof by a Member, his



family or guests, or in connection with the enforcement of the terms hereof, and if the Association shall prevail in any such action, such Member shall pay, in addition to all other sums due, the Association's reasonable attorneys' fees, costs and expenses. The failure by the Developer, 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 these restrictions are enforced by appropriate proceedings by any one or more of such heretofore described persons, such persons may be reimbursed by the Association for all or any part of the costs incurred, as the Board of Directors of the Association shall, in its sole discretion determine.

12.2 Access. Solely for the purpose of performing the maintenance authorized by this Declaration, the Association through its duly authorized Agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot.

12.3 Severability. The invalidation of any one of these covenants or restrictions by legislation, judgment of court order shall in no way effect any other provision which shall remain in full force and effect.

12.4 Amendments. The provisions of this Declaration may be amended during the first twenty (20) years by an instrument signed by Members entitled to cast no less than ninety (90%) percent of the votes of each class of Membership and thereafter by an instrument signed by Members entitled to cast no less than seventy-five (75%) percent of such votes. No amendment shall be effective until it shall have been properly recorded.

12.5 FHA/VA Approval. As long as there are Class B Members, the following actions shall require the prior approval of the Federal Housing Administration or the Veteran's Administration: Annexation of additional properties and the amendment of this Declaration of Covenants, Conditions and Restrictions, and the dedication of Common Areas and any conveyance of the Common Areas.



12.6 Limitation on Declaration. The covenants, restrictions, conditions and reservations imposed or established by or created under this Declaration shall run with and bind the Property for a period of thirty (30) years from the date of the recordation of this Declaration and may be enforced as provided in Section 12.1 hereinabove. After the expiration of said thirty (30) year period, all of such covenants, restrictions, conditions and reservations shall continue to run with and bond the Property for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part, by Members entitled to cast two-thirds (2/3) of each class of votes and evidenced by a recorded instrument executed by duly authorized officers of the Association.

IN WITNESS WHEREOF, the undersigned has caused this document to be executed as of the day and year first above written.

RENDEEN DEVELOPMENT, a Minnesota General Partnership

By *Gary L. Laurent*  
Gary L. Laurent, a Partner

And By *Randolph Laurent*  
Randolph Laurent, a Partner

STATE OF MINNESOTA )  
                                  ) ss.  
COUNTY OF HENNEPIN )

On this 23<sup>rd</sup> day of December, 1980, before me a notary public within and for said county, appeared Gary L. Laurent and Randolph Laurent, to me personally known, who being by me duly sworn, and said that they are partners of Renden Development, a Minnesota general partnership, and that said instrument was executed on behalf of said general partnership by authority of its partners and the said Gary L. Laurent and Randolph Laurent acknowledged said instrument to be the free act and deed of said general partnership.

THIS DOCUMENT WAS DRAFTED BY:  
Steffens, Usset & Rothnem, P.A.  
Attorneys at Law  
3400 West 66th Street  
Minneapolis, MN 55435  
(612) 920-5554

*Sara L. Laurent*  
Notary Public

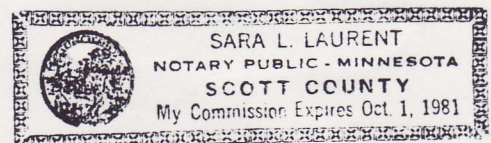




EXHIBIT A

Property Description

Lots 1 through 4, inclusive, Block 1;

Lots 1 through 4, inclusive, Block 2;

Lots 1 through 4, inclusive, Block 3;

Lots 1 through 4, inclusive, Block 4;

Lots 1 through 4, inclusive, Block 5;

Outlot A;

All in Minnesota Valley 4th Addition according to the plat thereof on file and of record in the office of the Registrar of Titles in and for Scott County, Minnesota, and all of which is situated in said county.



EXHIBIT B

Common Area Description

Outlot A, Minnesota Valley 4th Addition, according to the plat thereof on file and of record in the office of the Registrar of Titles in and for Scott County, Minnesota, and all of which is situated in said county.

EXHIBIT C

Additional Property Included in the General  
Plan of Development

Outlot B, Minnesota Valley 4th Addition, according to the plat thereof on file and of record in the office of the Registrar of Titles in and for Scott County, Minnesota, and all of which is situated in said county.



116.10  
11

12454

Document No. \_\_\_\_\_ File 4179  
 Volume 42 Page 303 Certificate 12956 +  
 Office of Registrar of Titles  
 Scott County, Minnesota  
 I hereby certify that the within instrument  
 was filed in this office for record on  
 the 19 day of Feb AD  
 19 81 at 11:50 o'clock AM  
Paul W Wermersbucker  
 Registrar of Title  
 By RaBoeckman Deputy

*[Faint handwritten notes and signatures]*

<u>VOL.</u>	<u>PAGE</u>	<u>CERT.</u>
42	304	12957
42	305	12958
42	306	12959
42	307	12960
42	308	12961
42	309	12962
42	310	12963
42	311	12964
42	312	12965
42	313	12966
42	314	12967
42	315	12968
42	316	12969
42	317	12970
42	318	12971
42	319	12972
42	320	12973
43	1	12974
43	2	12975
43	3	12976
43	4	12977