

Rules and Regulations of
Holland Neighborhood Town Home Association, Inc.

Original Effective Date: April 8, 2003

Latest Revisions Effective: April 4, 2022

The Rules and Regulations of Holland Neighborhood Town Home Association, Inc. have been prepared and established for the benefit of all Owners. Full cooperation and compliance by all Owners with the Rules and Regulations of the Association is expected and required.

The Board of Directors may amend any of the Rules and Regulations. Each Association Member is responsible for their families, non-owner occupants, guests, invitees, and visitors' compliance with the Rules and Regulations.

All terms not defined herein shall have the meaning given to such terms in the Association's Amended and Restated Declaration (referred to here as "Declaration") or Amended and Restated By-Laws. (referred to here as "By-Laws")

These rules and regulations highlight some, but not all, of the elements of the Declaration and By-Laws. Owners are encouraged to also review those documents.

I. GENERAL REGULATION

- A) Use and Occupancy of Living Units. The Living Units shall be occupied and used only by the Owners, their families, non-owner occupants, and guests for residential purposes. Per Section 7.11 of the Declaration, non-owner occupants are only permitted in the situations described as exceptions to the non-owner occupancy prohibition.
- B) Compliance with Law. Each Owner and Occupant shall comply with all applicable laws, ordinances and regulations of any government authority, and shall indemnify and hold the Association and other Owners and Occupants harmless from all fines, penalties, costs and attorneys' fees related to any violations thereof.
- C) Insurance Risk. No Owner or Occupant shall permit anything to be done or kept in a Living Unit including its garage or on or about the Association property, including common areas, which will result in the cancellation or increase in the cost of insurance for the Association.
- D) Unlawful or Offensive Activities. No obnoxious or illegal offensive activity shall be conducted or allowed to exist on the Association property, including common areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants.
- E) Disturbance of the Peace. Disturbance of the peace, such as noises on the Property, are

actionable violations of these Rules and Regulations. Resident, contracted, or any other construction in or improvements to Units are permitted weekdays from 8 AM to 6 PM and Saturdays from 9AM to 6PM. Residents shall not conduct any activities that will materially interfere with the use rights or quiet enjoyment of the other Residents.

- F) Boundary walls of units may not be altered in any way without permission of the Board of Directors. No signaling device, loudspeakers, transformers, motors, or other devices which produce sound or vibration may be fixed to or hung on any boundary wall.
- G) Direction of Employees. Only the Board of Directors (“Board”) and its designees may direct Association employees and agents in the performance of their duties.
- H) Roofs. Owners, Occupants or their guests shall not enter upon the roof of any Living Unit without authorization from the Board of Directors.
- I) Smoke Detectors. Our insurance requires that Owners be responsible for regular inspection, maintenance, and replacement as needed of smoke detectors and carbon monoxide detectors.
- J) Use of grills: Grilling is prohibited on the wooden decks and porches and may only be used when at least four (4) feet away from the siding of the Living Unit and/or garages. When not in use (and cool to the touch), grills must be stored in the Owner’s garage or on a private patio.
- K) Damage to Property. Damage to any property, including in common areas, resulting from misuse or abuse shall be paid for by the Owner or Occupant responsible for the damage. Owners are responsible for the acts of their children, guests, agents, tenants, and, to the extent permitted, their pets.
- L) Trash/Recycling. Owners are assessed individually by the hauler (currently the City of Minneapolis) for the regular pick up of garbage, compostables and recyclables. To the extent possible Owners are asked to keep bins in their garage with the exception of pick-up day. One (1) garbage bin and one (1) recycling bin may be stored outside of the garage on the side of the garage provided the same does not interfere with the ingress or egress by other Owners/Occupants. Storage of the compostable material must stay inside the garage, except for the day of pick-up, and must be in tightly covered containers so as not to constitute a nuisance. Containers can be moved to the collection location the evening before the day of collection. Containers are to be moved inside or adjacent to the garage shortly after pickup.
- M) Monthly Dues. Monthly dues must be received by the first of every month, via bank payment to the HOA. A late fee of \$35.00 will be assessed for dues not received by the 8th of the month. Any outstanding amount not paid within 30 days is assessed interest at the annual rate of 8%, and a lien will be filed on the owner’s property.
- N) Utilities. The Association shall pay the Common Area utilities.

II. EXTERIOR STORAGE

- A) Walkways. Walkways and other portions of the Common Area used for the access to the

Living Units shall not be used for any purpose other than ingress and egress. Nothing may be stored on the walkways.

- B) Common Area. Owners and Occupants are urged to cooperate in the effort to prevent the Common Area from becoming unsightly. Vehicles, garbage containers, furniture, bikes, equipment, or other personal property shall not be stored or otherwise left on the Common Area, unless expressly permitted by the Association.
- C) Decks/Porches. Decks and open porches shall not be used for the storage of personal property except for seasonal furniture and planters.
- D) Firewood. Firewood shall be stored inside of the Owner's/Occupant's garages.

III. EXTERIOR CHANGES/MAINTENANCE

- A) Antennas. Radio, CB, television, other antennas and dishes shall not be installed by any Owner or Occupant on the exterior of Living Unit or its garage or in Common Area, except as permitted by the Association consistent with Section 7.19 of the Declaration.
- B) Signs. Signs larger than six (6) square feet (with no one side longer than three (3) feet) are prohibited. Political and "for sale" signs within these limitations are permitted. No other signs are permitted without the prior approval of the board.
- C) Alteration of Property. Owners and Occupants shall not damage, alter, impair or remove any part of the Common Area, nor alter, paint, stain, or otherwise change the color, structure or appearance of any portion of the common area or the exterior of the Living Units including garages without approval of the Board. See attached guidelines for more details.
- D) While the Association is responsible for the maintenance of the Common Area and the Exterior of Units, Owners' are responsible for the maintenance of plantings in front of their Lot/Unit and beside their Lot/Unit regardless of who planted them. See Article VIII of the Declaration and the attached guidelines for more details.

IV. MOTOR VEHICLES, PARKING AND GARAGE REGULATIONS

- A) Parking. Motorized vehicles, regardless of type, shall not be allowed on the Real Property, except on Private Common Driveways or in the garages. Recreational vehicles and equipment, trucks, vans, boats, trailers and other vehicles rated at more than three-quarter (3/4) ton will not be allowed to be parked on the Real Property, except for short periods of time for loading and unloading. The Association reserves the right to tow, at the Owner's expense, any vehicles parked in an unauthorized place or manner on the Real Property, or in violation of the Association Rules.
- B) Inoperable Vehicles. Vehicles in an inoperative condition shall not be allowed anywhere on the Real Property. All vehicles must have current license tabs.
- C) Garage. Garage doors are to be kept closed when not in immediate use for egress to the driveway or Common Area.

- D) Use of Garage. Garages are to be used primarily for the purpose of parking the Owner's/Occupant's vehicle(s), recreational equipment, boat(s) and trailer(s). Owner's or Occupant's vehicles shall not be kept outside on the Property when a garage space is available. Maintenance and repair of vehicles may be undertaken in the Owner's garage if it is not of a potentially dangerous nature or a disturbance to the neighbors. All automotive liquids, such as oil, transmission or brake fluid, must be disposed of off the premises, as provided by Minnesota law.
- E) Snow Removal. All Owners/Occupants must cooperate with the Association in the removal of snow from the Common Driveway and Private Common Driveways. Driveways must be cleared as quickly as possible following a snowfall of 3 inches or more to facilitate snow removal. If these areas are not cleared at the time of snow removal, the Association may bill the Owner for the extra cost.

V. ANIMALS

- A) Owners/Occupants shall notify the Association's property manager of the possession of an animal and its description.
- B) Per Section 7.7 of the Declaration, a total combination of up to 3 (three) dogs and cats may be kept as domestic pets for personal use only as long as they are registered with the Board. Domestic animals must not cause a nuisance nor unduly restrict, interfere with or impede the use and enjoyment by other Owners, residents and guests of the Property, including but not limited to biting and/or barking. In addition to any other remedies or sanctions, the Board shall have the right, but not the obligation, to impose a fine of Two Hundred Fifty Dollars (\$250.00) against the Owner(s) and any occupants and/or their guest(s) for each violation of the foregoing restrictions and any rules and regulations passed by the Board of Directors of the Association relating thereto.
- C) Pets are not permitted to defecate or urinate in the Common Areas.

VI. MEMBERSHIP, SALES AND NON-OWNER OCCUPANT REGULATIONS

- A) Owners are encouraged to inform the HOA prior to listing the property for sale, by sending an email to the Association's property manager.
- B) Upon a request from the Owner, the Association's property manager shall provide the Association documents, a statement of unpaid Association fees and Assessments, and other information as required by the Association documents to be delivered, prior to closing, to the prospective buyer. Purchase of the home equals acceptance of all relevant Association documents. These will be provided electronically unless paper copies are requested in which case a reasonable charge may be made for issuance of such documents or statements.
- C) Upon the purchase of a Unit, the new Owner shall become a Member of the Association and shall provide the Association's property manager with names and contact information (including a phone number and email address) of all residents.

- D) Per Section 10.7 of the Declaration, owners are required to purchase and maintain what is commonly referred to as a HO6 or 'gap-insurance' policy. This must include a minimum of \$10,000 loss assessment insurance and \$300,000 personal liability insurance. HNTA must be listed as "Also Insured" on the policy. New owners must have their insurance agent email a copy of the endorsement directly to the Association's property manager.
- E) When non-owner occupants are permitted under the exceptions defined in Section 7.11 of the Declaration, the owners of the unit shall provide the Association's property manager with names and contact information (including a phone number and email address) of all non-owner occupants.

VII. ADMINISTRATION OF THE RULES AND REGULATIONS

- A) Complaints regarding services provided by the Association or in the operation of the Real Property shall be made in writing to the Board of Directors via the Association's property manager. Complaints will be reviewed and dealt with by the Association through its Board of Directors.
- B) The Association shall have authority to enforce these Rules and Regulations, as provided in the Declaration.
- C) Waivers or exceptions to Rules may be granted by the Board of Directors for good cause shown, in cases of emergency or highly extenuating circumstances.

VIII. COMPLAINT AND ENFORCEMENT PROCEDURES

- A) Comments, complaints or suggestions regarding Association Rules, Regulations and Policies must be submitted in writing to the Board of Directors via the Association's property manager at least five (5) days prior to scheduled meetings.
- B) Complaints regarding Rule(s), violations by Owner(s) or Occupants must be submitted in writing to the Board of Directors via the Association's property manager. Any complaints directed to the Board must demonstrate efforts by the complainant to resolve directly with the offending party, including the response received. A complaint must be signed and must have the requisite accompanying documentation to be considered.
- C) Enforcement of the Rules and Regulations will be accomplished as follows:
 - (1) Notice of the meeting to discuss the complaint shall be sent to the complaining and responding parties.
 - (2) The Board of Directors will review the complaint and the recommendations of the Committee or officers at its next regularly scheduled meeting and shall act as provided in the Declaration.
 - (3) The Board may delegate disputes or dispute mediation to a Committee.

IX. NOTICE TO MEMBERS

The Board of Directors will provide reasonable notice of any changes in the Rules and Regulations to the Members of the Association prior to their effective date.

ATTACHMENT 1

GUIDELINES FOR CHANGES TO UNIT/LOT EXTERIORS AND LANDSCAPING

The Board, serving as the Architecture Control Committee (defined in Article VI of the Declaration) offers these guidelines to help inform owners who are considering making changes to the exterior of their Unit and/or the landscaping around their Unit.

APPROVAL NOT REQUIRED

There are changes that the Board has determined Owners may make without requesting prior approval. These are:

1. Displaying Christmas lights and other holiday decorations.
2. Changing plantings within existing garden spaces for each unit with the exception that planting of trees must be pre-approved.
3. Putting up political or for sale signs under 6 square feet.
4. Putting out decorations/furniture on deck or porch
5. Changing mailbox that is attached to home
6. Hanging plants directly in front of home
7. Replacing doors and windows consistent with current design, architecture, color, quality and materials
8. Changing home address numbers on front of unit or garage
9. Installing or changing bird feeders

GUIDELINES FOR REVIEW OF OTHER PROPOSED CHANGES

All other changes to landscaping and/or the exterior of units must be approved, as defined in Article VI of the Declaration, prior to beginning work. This includes the construction of walls or fences as well as the installation of hedges. The Board will use the following criteria in reviewing proposals for change:

- 1) Will the proposed change maintain substantial uniformity of color, size, location, type and design in relation to existing dwellings and topography?
- 2) Will the proposal use comparable, or better, quality materials as those used in existing lots/units?
- 3) Will the change be easily maintained and repaired?
- 4) Is there adequate protection of the Real Property, the Association, Owners and Occupants from liability and liens arising out of the proposed alterations?
- 5) Does the proposal comply with governmental laws, codes and regulations?
- 6) Will sight lines be substantially preserved for other owners?



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**HOLLAND NEIGHBORHOOD TOWN HOME
ASSOCIATION, INC.
Minneapolis, Minnesota**

**Amended and Restated Declaration
of Covenants, Conditions and Restrictions**

Holland Neighborhood Town Home Association, Inc.

Amended and Restated Declaration

This Amended and Restated Declaration (the “**Declaration**”) of the Holland Neighborhood Town Home Association, Inc. is made, effective on the date of recording hereof, by the Holland Neighborhood Town Home Association, Inc. (the “**Association**”) with the consent of the required number of Owners of Units located on Lots described in **Exhibit A**, as evidenced by the Affidavit of the Secretary attached hereto as **Exhibit B**.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions dated April 8, 2003 and recorded in the Office of the County Recorder of Hennepin County, Minnesota on June 3, 2003 as Document No. 8061203 and in the Office of the Hennepin County Registrar of Titles as Document No. 3754989 shall be hereinafter referred to as the “**ORIGINAL DECLARATION**”; and

WHEREAS, the “**Declaration**” shall refer to this Amended and Restated Declaration; and

WHEREAS, on the original Plat of Holland Neighborhood Townhomes Addition, there appears a separate Lot 3, Block 2, Holland Neighborhood Townhomes Addition approximately 2-3 feet wide running along the boundary of Lot 2, Block 2, Holland Neighborhood Townhomes Addition. The Lot still is in the name of the original Declarant, who is conveying the same to the Owner of Lot 2, Block 2, Holland Neighborhood Townhomes Addition, who will be incorporating it into said Lot 2, Block 2, and, until completed, the same will not be treated as a separate Lot as there is no Living Unit capable of being built on the same; and

WHEREAS, the Real Property consists of fewer than twelve (12) units and additional real estate cannot be added and subjected to this Declaration; and

WHEREAS, the Real Property has not been subjected to the Minnesota Common Interest Ownership Act; and

WHEREAS, the Association and the Owners desire to provide for the preservation of the values and amenities in said community and to this end desire to subject the Real Property to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the Real Property and each Owner thereof; and

WHEREAS, the Association and Owners deem it desirable for the pleasure and recreation of said community, and for the efficient preservation of the values and amenities in said community, to create an agency to receive the power to attend to and effectuate policies and programs that will enhance the pleasure and value of said community and maintain, administer and enforce the covenants and restrictions, and collect and disburse the Assessments and charges hereinafter created; and

NOW, THEREFORE, the Association and the Owners hereby declare that the Real Property described in Exhibit A shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, which covenants, conditions, restrictions, easements, charges and liens shall run with the Real Property and be binding on all parties having any right, title or interest therein, their personal representatives, heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

Definitions

1.1 Definitions.

The following words, when used in this Declaration, shall have the following meanings:

- (a) "Association" shall mean and refer to Holland Neighborhood Town Home Association, Inc., a non-profit corporation, organized and existing under the laws of the State of Minnesota and its successors and assigns.
- (b) "Board of Directors" ("Board") shall mean and refer to directors, chosen by vote, from Owners and/or residents by such process as is described in the Association By-Laws.
- (c) "Common Area" shall mean and refer to all Real Property and improvements thereto owned by the Association for the common use and enjoyment of the Owners.
- (d) The "Common Driveway" shall mean and refer to the driveway leading from the public street adjacent to the Real Property to the Private Common Driveways.
- (e) "Living Unit" shall mean and refer to a residential housing unit, consisting of a group of rooms and hallways including an attached garage which are designed and intended for use as living quarters including the attached or detached garage for one (1) family located on one (1) Lot.
- (f) "Lot" shall mean and refer to any tract or parcel of land designated as a Lot and upon which a Living Unit is located, (hereafter "Lot/Living Unit") as shown upon any recorded plat of the Real Property, with the exception of the Common Area. References to "Lot" shall only include Lots upon which a Living Unit exists, and therefore excludes Lot 3, Block 2, Holland Neighborhood Townhomes Addition.
- (g) "Member" shall mean and refer to every person who is a record Owner of a fee or undivided fee simple interest in any Lot/Living Unit which is subject by this Declaration to assessment

by the Association (excluding contract sellers and including in place thereof their contract purchasers).

- (h) "Mortgage" shall mean and refer to any mortgage or other security instrument by which a Lot/Living Unit, or any part thereof, or any structure thereon, is encumbered.
- (i) "Mortgagee" shall mean any person named as the Mortgagee under any Mortgage encumbering a Lot/Living Unit, or any successors or assigns to the interest of such person under such Mortgage.
- (j) "Owner" shall mean and refer to the record Owner, whether one (1) or more persons, of a fee simple title to any Lot/Living Unit (excluding, however, contract sellers and including in place thereof their contract purchasers).
- (k) "Permit" shall mean any Conditional Use Permit or similar permit, or approval granted by the City of Minneapolis authorizing and imposing restrictions and requirements for the development and use of the Real Property, as the same may be amended or modified by the City of Minneapolis.
- (l) "Private Common Driveway" shall mean and refer to each separate access driveway from the Common Driveway to the garage of each individual Living Unit.
- (m) "Private Yard Area" shall mean and refer to that portion of a Lot not covered by a Living Unit, garage or by a Private Common Driveway.
- (n) "Real Property" shall mean and refer to all the Real Property subject to this Declaration, all of which is more fully described in Exhibit A. The Real Property of Holland Neighborhood Town Home Association, Inc. includes both Torrens land (Lots 1 and 2, Block 2, and Outlots B and C) and Abstract land (all other Real Property).

ARTICLE II

Additional Property Subject to this Declaration

2.1 Property.

There will be no additional real property subject to this Declaration.

ARTICLE III

Membership and Voting Rights in the Association

3.1 Membership.

Every person who is an Owner of a fee or undivided fee simple interest in any Lot upon which a

Living Unit is located and which is subject by this Declaration to assessment by the Association (excluding contract sellers and including in place thereof their contract purchasers) shall be a Member of the Association. The foregoing is intended to exclude persons who hold an interest merely as a security for the performance of an obligation until such time when such person acquires a fee simple interest in such Lot/Living Unit by foreclosure. Membership shall be appurtenant to and may not be separated from the ownership of any Lot/Living Unit which is subject to Assessment by the Association. Ownership of such Lot/Living Unit shall be the sole qualification for Membership. Owner and Member may be used interchangeably throughout this Declaration.

3.2 Voting Rights.

The Association has one (1) class of voting Membership. Members shall be all those Owners as defined in Section 1. (j). Each Member shall be entitled to one (1) vote for each Living Unit in which the Member holds the interest required for membership by Section 3.1. When more than one (1) person holds such interest in any Living Unit, all such persons shall be Members. The vote for such Living Unit shall be exercised as they, among themselves, shall determine, but in no event shall more than one (1) vote be cast with respect to any Living Unit.

3.3 Suspension of Voting Rights.

The right of any Member to vote shall be suspended during any period in which such Member shall be delinquent in the payment of any Assessment levied by the Association not to exceed sixty (60) days for any such delinquency.

ARTICLE IV

Covenants for Assessments

4.1 Creation of Lien and Personal Obligation of Assessments.

Each Owner of any Lot/Living Unit, by acceptance of a conveyance therefrom, whether or not it shall be so expressed in the deed or other instrument of conveyance, shall be and hereby is deemed to covenant and agree to pay the Association:

- (a) General Annual Assessments.
- (b) Special Assessments for capital improvements, such Assessments to be established and collected from time to time as hereinafter provided and
- (c) Limited Allocation Assessments.

The General Annual Assessments, Special Assessments and Limited Assessments, together with such interest thereon and reasonable attorney's fees and costs of collection thereof as hereinafter provided, shall be a charge on each such Lot/Living Unit and shall be a continuing lien on each Lot/Living Unit against which each such Assessment is made. Each such Assessment, together with interest thereon,

late fees and all reasonable attorney's fees and costs of collection thereof as hereinafter provided, shall also be the personal obligation of each person who was the Owner of each such Lot/Living Unit at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by such successors, except such amounts shall continue to constitute a lien against the Owner's Unit, subject to the provisions of Section 4.9, below. All such Assessments shall be fixed, established, and collected from time to time in the manner provided in this Article.

4.2 Purpose of Assessments.

The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and residents of the Real Property, including, but not limited to, the exterior maintenance of Living Units described in Section 8.1, below, as well as the construction, management, improvement, maintenance and repair of the Common Area of the Real Property. An adequate reserve fund shall be maintained for the maintenance, repair, and replacement of those components the Association is obligated to replace.

4.3 General Annual Assessments.

The amount of the General Annual Assessments shall be determined by the Board of Directors as hereinafter provided, but subject, however, to the following restrictions:

- (a) The General Annual Assessment may not be increased each year more than five percent (5%) above the General Annual Assessment for the previous year without a vote of the Membership.
- (b) The General Annual Assessment may be increased above such five percent (5%) amount by a vote of two-thirds (2/3) of Members who are voting in person or by proxy at a meeting called for such purpose or by mailed ballot.
- (c) The Board of Directors of the Association may, after consideration of current costs and future needs of the Association, fix the General Annual Assessment for any year at any lesser amount.

4.4 Special Assessments for Capital Improvements.

In addition to the General Annual Assessments authorized by Section 4.3, the Association may levy Special Assessments for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a Lot/Living Unit and/or the Common Area; provided, however, that any such Special Assessment shall require the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose or by mailed ballot.

4.5 Limited Allocation Assessments.

In addition to Annual Assessments and Special Assessments, the Board may, at its discretion, levy and allocate limited allocation assessments among only certain Units in accordance with the following

requirements and procedures:

- (a) The costs of insurance may be assessed in proportion to value, risk, and coverage. The costs of utilities may be assessed in proportion to actual usage.
- (b) Reasonable attorney's fees and other costs incurred by the Association in connection with (i) the collection of assessments, and (ii) the enforcement of the Governing Documents or the Rules and Regulations, against an Owner or Occupant or their guests, shall be assessed against the Owner's Lot/Living Unit, and the same shall be treated in the same manner as assessments under Section 4., above.
- (c) Fees, charges, late charges, fines, and interest may be assessed and shall be treated in the same manner as assessments under Section 4, above.
- (d) If any damage to the Common Area or another Lot/Living Unit is caused by the action or omission of any Owner or Occupant, or their guests, the Association may assess the costs of repairing the damage exclusively against the Owner's Lot/Living Unit to the extent not covered by insurance.
- (e) If any installment of an assessment becomes more than thirty (30) days past due, then the Association may, upon 10 days written notice to the Owner, declare the entire amount of the assessment immediately due and payable in full.

Assessments under Subsections 4.5 a-e may be a part of, or in addition to, Annual Assessments or Special Assessments as described in Sections 4.3 or 4.4., above.

4.6 Notice of Meetings.

Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or 4.4 shall be sent to all Members, and to any Mortgagee who shall request such notice in writing, no less than thirty (30) days nor more than sixty (60) days in advance of such meeting; At the first (1st) such meeting called, the presence of Members or of proxies entitled to cast five-ninths (5/9) of all votes 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 one-half (1/2) of the required quorum at the preceding meeting. In the event the matter is voted upon by mailed ballot, the voting period shall not be less than thirty (30) days nor more than sixty (60) days and the quorum needed for the vote shall be five-ninths (5/9) of the total votes in the Association. If the vote fails, a second vote may be undertaken using the same voting period requirements, but the quorum needed for the second vote to be undertaken shall be only one-half (1/2) of the required quorum for the first vote.

4.7 Uniform Rate of Assessment.

General and Special Assessments must be fixed at a uniform rate for all Lots/Living Units except as specifically provided in this Declaration or the By-Laws of the Association.

4.8 Duties of the Board of Directors.

The Board of Directors of the Association shall fix the date of commencement and the amount of the General Annual Assessment against each Living Unit for each annual Assessment period at least thirty (30) days in advance of such date of commencement of such period, and shall at that time prepare a roll of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of every change of Assessment shall thereafter be sent to each Owner subject to such Assessments. The Association shall, upon demand and upon the payment of a reasonable charge, furnish a written certificate signed by an officer of the Association setting forth whether or not Assessments upon particular Lots have been paid. Such certificate shall be conclusive evidence of payment of Assessments therein stated.

4.9 Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association.

- (a) If any Assessment is not paid on the date when due, then such Assessment shall become delinquent and shall, together with such interest thereon and late fees as hereinafter provided and costs of collection thereof, including reasonable attorneys' fees whether or not suit or action is commenced, shall thereupon become a continuing lien on such Lot or Lots and the Living Unit(s) located thereon, which shall bind such Lot or Lots in the hands of the then Owner, such Owner's heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such Assessment including interest thereon, late fees and attorney's fees and costs of collection, however, shall remain such Owner's personal obligation and shall not pass to such Owner's successor(s) in title unless expressly assumed by such successor(s), except that the lien for such amounts shall continue as a lien unless released by the Association. Such lien shall run in favor of the Association and shall be superior to all other liens and encumbrances on such Lot except for the following:
 - (1) Liens for general real estate taxes and Special Assessments levied by any governmental authority; and
 - (2) The lien of any first Mortgage as provided in Section 4.10 thereof.
- (b) All other lienholders acquiring liens on any Lot/Living Unit after this Declaration shall have been recorded, and whose liens shall also have been recorded, shall be deemed to consent that such liens shall be and remain inferior to future liens provided for herein, whether or not such consent has been expressed in the instruments creating such liens.
- (c) To evidence a lien for sums Assessed pursuant to this Article, the Association shall prepare a written notice of lien setting for the amount of the Assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot and a description of the Lot/Living Unit, and shall file or record the same, but such notice of lien shall not be recorded until such Assessment has been wholly or partially unpaid for at least thirty (30) days from the due date. Such lien may be enforced and foreclosed by the Association, either by action or advertisement, in the same manner in which mortgages on real property may be foreclosed in

Minnesota or, alternatively, in the manner prescribed by Minnesota Statutes for the foreclosure of a mechanic's lien. Each Owner, by acceptance of a deed for any Lot/Living Unit, does further hereby give full and complete power of sale to the Association and does consent to a foreclosure of the Assessment lien by advertisement. In the event that the Association forecloses such lien, the property's owner and obligated to pay the same shall be required to pay all costs of foreclosure, including but not limited to reasonable attorneys' fees. All such costs and expenses including reasonable attorneys' fees and any Assessments against the Lot/Living Unit which shall become due during the period of foreclosure and redemption shall be added to and become a part of the amount secured by said lien. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot as the Owner thereof. A release of the notice of lien shall be executed by an officer of the Association and recorded at the expense of the Owner upon payment of all sums secured by such lien.

- (d) The Association shall, upon written request, report to any first Mortgagee the amount of the Assessments remaining unpaid for a period longer than thirty (30) days after the same shall become due.
- (e) Any Assessments not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the rate of eight percent (8%) per annum and shall be subject to monthly late fees of an amount determined by the Board of Directors for all Owners. No Owner may waive or otherwise escape personal liability for the Assessments provided for herein by abandonment of such Owner's Lot/Living Unit, nor due to right of set-off, by waiver of use or enjoyment of any part of the Property, by absence from or abandonment of the Lot/Living Unit, by the waiver of any other rights, or by reason of any claim against the Association or its officers, directors or agents, or for their failure to fulfill any duties under the Governing Documents or the Act.
- (f) A suit to recover a money judgment for delinquent Assessments including interest, late fees and costs of collection including reasonable attorneys' fees shall be maintainable by the Association without foreclosing or waiving the lien securing the same.

4.10 Subordination of Lien to First Mortgages.

The lien of Assessments provided for herein shall be subordinate to the lien of any recorded first Mortgage, but the sale or transfer of any Lot/Living Unit shall not affect the Assessment lien. However, the sale or transfer of any Lot/Living Unit pursuant to the foreclosure of a first Mortgage and expiration of the Owner's redemption period without redemption, shall extinguish the lien of such Assessments as to installments which became due prior to the effective date of such sale, and in the event of the extinguishment of such Assessment lien as aforesaid, the entire amount of such unpaid Assessment shall be reallocated and Assessed against and payable by the Owners of all of the Lots/Living Units in the Association, including the mortgaged Lot. No such sale, transfer or acquisition of possession shall relieve an Owner of a Lot/Living Unit from liability for any assessments thereafter becoming due or from the lien thereof, or shall relieve the person personally obligated to pay the assessments which were levied prior to the transfer of such Lot/Living Unit from

the personal obligation to pay the same.

ARTICLE V

Easements

5.1 Easements.

In addition to the easements, covenants, restrictions and conditions concerning party walls and concerning architectural and exterior controls, all Lots/Living Units and Lots shall be subject to easements and covenants hereinafter specifically described for the benefit of the Real Property or for the limited benefit of specified adjoining Lots/Living Units, all as more fully set forth hereinafter in this Article.

5.2 Easement of Enjoyment.

Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall include, without limiting the generality thereof, the following:

- (a) Light;
- (b) Air;
- (c) View;
- (d) Recreation;
- (e) Pedestrian ingress and egress;
- (f) Surface drainage conduit;
- (g) Electrical conduit;
- (h) Telephone cable;
- (i) Water and sewer lines;
- (j) Television cable, satellite dish; and,
- (k) Gas lines and other utilities in locations designated by the Association.

The foregoing rights shall, however, be subject to the following provisions:

- (a) The right of the Association to pass reasonable rules, with respect to the Real Property for the health, comfort, safety, and welfare of persons using the same; and,
- (b) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving and maintaining the Common Area and, in aid thereof to mortgage the Common Area, and the rights of such Mortgagees in the Common Area shall be

subordinate to the rights of the Owners hereunder; and,

- (c) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure; and,
- (d) The right of the Association to suspend the right to use of any recreational facilities by an Owner and such Owner's tenants and invitees for infraction of the Association's Rules and to suspend the voting rights of an Owner for any period during which any Assessment against such Owner's Lot remains delinquent for a period not to exceed sixty (60) days for any such infraction or delinquency; and,
- (e) The right of the Association, subject to the consents required by Article X hereof 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.

5.3 Private Driveway Easements.

There exists for the benefit of the Owner(s) of the Lots/Living Unit served thereby and not for the benefit of all other Owners, Private Common Driveway easements for ingress and egress to and from each of the garages attached to and part of the Living Units served by such driveways, including the right to park thereon (subject to Section 5.6 below and the right of the Association to pass reasonable rules with respect to such parking and as necessary to maintain, repair or replace such driveways). Maintenance, repair, and replacement of such driveways shall be the Association's responsibility and the costs thereof shall be assessable against all Lots/Living Units in the Association, and the costs thereof shall be and constitute a portion of the General Annual Assessment by the Association upon all Lots in the Real Property. The Living Unit on Lot 1 Block 3, Holland Neighborhood Townhomes Association does not have a Private Common Driveway, its detached garage extending into the area that otherwise would have been a Private Common Driveway.

5.4 Private Yard Easements.

- (a) Except as hereinafter provided, each Owner shall be fully entitled to the exclusive use and occupancy of the Private Yard Area in the Owner's Lot to the exclusion of all others; provided, however, the Real Property and the Association generally and all other Owners shall be entitled to a visual easement over all Private Yard Areas, subject to and limited by the original structures erected thereon. Except as provided in Subparagraph (b) below, no Owner shall erect or cause to be erected any structure including fences of any sort upon the Owner's Lot/Living Unit or detached garage or plant any trees or shrubs.
- (b) All improvements to a Private Yard Area shall be specifically subject to the provisions of Article VI and VII of this Declaration.

5.5 Easement for Encroachments.

Notwithstanding any other provisions contained herein, in the event that any Living Unit, or any improvements to any Living Unit, encroaches on any part of a Lot or the Common Area as a result of

approved construction, reconstruction, repair, shifting, settlement or movement, then a perpetual easement appurtenant to such encroaching Lot shall exist for the continuance of any such encroachment.

5.6 Parking Rights.

The Owners of Lots/Living Units with attached garages and having Private Common Driveways may park up to the number of vehicles the Owner otherwise would be able to park in the attached garage immediately in front of the attached garage's door, provided such parked vehicle(s) must not encroach on the Common Driveway or on any other Real Property. The use by the Owners of the Lots/Living Unit served by such Common Driveway and Private Common Driveways and such Owner's guests and invitees, are subject to reasonable regulation by rule of the Association.

5.7 Public Underground Utility Easements.

Each Lot over which a public utility easement has been dedicated, as shown on the recorded plat of the Real Property, shall be subject to a right and easement for underground general utility purposes over that portion of such Lot which is burdened with such dedicated public utility easements. Such utility purposes shall include, but not be limited to, sewer, water, electrical, cable television and telephone purposes, including the right to build, construct, reconstruct, rebuild, repair, maintain and operate underground sewer, water, electrical mains and telephone cables, and any surface connections to such underground mains, along with the right to enter upon and open the ground for such purposes, provided that all such openings shall be filled and the surface restored to its former condition. All such utility easements shall jointly run in favor of and inure to the benefit of the Owners of the Lots/Living Units and any and all public authorities and utility companies maintaining or operating any utility facility within such easement areas.

5.8 Private Underground Utility Easements.

The Private Yard Area and, where applicable, the Private Common Driveway of each respective Lot/Living Unit is also subject to a private utility easement reserved to the Association for underground general utility purposes. Such utility purposes shall include, but not be limited to, sewer, water, electrical, cable television and telephone purposes, including the right to build, construct, reconstruct, rebuild, repair, maintain and operate underground sewer, water, electrical mains and telephone cables, and any surface connections to such underground mains, along with the right to enter upon and open the ground for such purposes, provided that all such openings shall be filled and the surface restored to its former condition. All such utility easements shall jointly run in favor of and inure to the benefit of the Owners of the Lots/Living Units and any and all public authorities and utility companies maintaining or operating any utility facility within such easement areas.

5.9 Easements Over Lots for Maintenance and Snow Retrieval.

The Association shall have the right of entry upon and easement over every Lot for purposes of mowing, trimming and otherwise caring for grass and trees located on any such Lots; for snow

removal from Common Driveway, Private Common Driveways and walkways located on any such Lots; and, for the exterior maintenance and repair of Living Units located on any such Lots.

5.10 Easement for Drainage.

- (a) All Common Areas shall be subject to an easement for the benefit of the Owners of the Lots/Living Units for the purpose of providing surface drainage of storm water.
- (b) Each Lot, except the portion thereof which constitutes the Living Unit, shall be subject to an easement for the benefit of the Owners of the Lots for the purpose of providing surface drainage of storm water.

ARTICLE VI

Approval by Architectural Control Committee Prior to Construction

6.1 Restrictions on Alterations.

One of the purposes of this Declaration is to ensure that those parts of Lots/Living Units visible from the exterior be kept architecturally attractive and uniform in appearance. Therefore, the following restrictions and requirements shall apply to alterations on the Real Property:

- (a) Except as expressly provided in this Article VI, no structure, building, addition, deck, patio, fence, wall, enclosure, window, exterior door, antenna or other type of sending or receiving apparatus, sign, display, decoration, color change, shrubbery, topographical or landscaping change, nor any other exterior improvement to or alteration of any Lot/Living Unit or any other part of a Living Unit which is visible from the exterior of the Living Unit (collectively referred to as "alterations"), shall be commenced, erected or maintained, unless and until the plans and specifications showing the nature, kind, shape, height, color, materials and locations of the alterations shall have been approved in writing by the Board or by a committee appointed by it for such purposes.
- (b) The Board may appoint an architectural committee comprised of three or more Members and specifically delegate, in writing, to said committee part or all of the functions which the Board exercises under this Section, in which case the references to the Board shall refer to the architectural committee where appropriate. The architectural committee shall be subject to the supervision of the Board. The architectural committee and its members serve at the will of the Board and the Board may change or limit the authority granted to said committee or change the membership of the committee at any time, in writing. The Board may also disband the architectural committee at any time, and for any reason, including no reason at all, in writing.
- (c) The Board may establish the Criteria for approval of alterations, which shall include and require, at a minimum, (i) substantial uniformity of color, size, location, type and design in relation to existing dwellings and topography, (ii) comparable or better quality of materials as used in existing dwellings, (iii) ease of maintenance and repair, (iv) adequate protection of the

Real Property, the Association, Owners and Occupants from liability and liens arising out of the proposed alterations, (v) compliance with governmental laws, codes and regulations, and (vi) substantial preservation of other Owners' sight lines. The Board, or the appointed committee if so authorized by the Board, shall be the sole judge of whether the criteria are satisfied.

- (d) Approval of alterations which encroach upon another Lot/Living Unit or the Common Area shall create an appurtenant easement for such encroachment in favor of the Lot/Living Unit with respect to which the alterations are approved, notwithstanding any contrary requirement in the Governing Documents. A file of the resolutions approving all alterations shall be maintained permanently as a part of the Association's records.

6.2 Review Procedures.

The following procedures shall govern requests for alterations under this Section:

- (a) Detailed plans, specifications, and related information regarding any proposed alteration, in form and content acceptable to the Board of Directors together with any review fee deemed reasonable by the Board (and published in the Rules), shall be submitted to the Board at least 60 days prior to the projected commencement of construction. The Board may, at its discretion, waive or reduce the 60-day requirement. No alterations shall be commenced prior to approval.
- (b) The Board or an Architectural Control Committee ("Committee") shall give the Owner written notice of approval or disapproval. If the Board of Directors fails to approve or disapprove within 30 days after receipt of said plans and specifications and all other information requested by the Board of Directors, then approval is deemed to be denied.
- (c) If no request for approval is submitted, approval is denied.

ARTICLE VII

Restrictions Applicable to Lots

7.1 Modifications.

No exterior additions, removals, or alterations (including changes of color or appearance) to any building on the Real Property, additional fences, hedges, walls, walkways, or other structures, whether temporary or permanent shall be commenced, erected, or maintained until approved pursuant to Article VI of this Declaration.

7.2 Subdivisions.

No Lot/Living Unit shall be used except for residential purposes and no Lot/Living Unit shall be subdivided or split by any means whatsoever into any greater number of Lots, nor into any Lot of smaller size, without the express written consent of the Association and the City of Minneapolis.

7.3 Compliance with Governmental Regulations.

All uses of the Lots/Living Units shall, at a minimum, comply with any Permit and with the zoning and other applicable ordinances and regulations of the City of Minneapolis. The standards herein contained shall be considered as requirements in addition to any Permit and zoning and other applicable ordinances and regulations.

7.4 Minimum Square Footage and Setback Provisions.

No Living Unit shall be erected, altered, placed, or permitted to remain on any Lot unless such dwelling contains at least the minimum residential square footage for said Lot as required by any Permit. Setbacks from Lot lines shall be in accordance with the specific requirements set forth in any Permit. Notwithstanding any setbacks established by the Permit, the Board shall have the right to further restrict setbacks after taking into consideration its obligations to maintain the same.

7.5 Owner's Upkeep, Maintenance and Heating of Living Units.

Each Owner shall be responsible for the upkeep and maintenance of such Owner's Living Unit and garage, to the extent not otherwise maintained by the Association, as described in Article VIII, below. An Owner shall do no act nor any work that will impair the structural soundness or integrity of a multifamily structure or an adjoining Living Unit including garage, or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Living Units, including garages, or their Owners. For the purpose of preventing damage to and breakage of water, sewer and other utility lines and pipes in a Living Unit which might result in damage to that or other Living Units, all Owners shall maintain the temperature in their Living Units, at all times, at least at fifty-five (55) degrees Fahrenheit; subject, however, to the inability to maintain such temperature due to causes beyond the Owner's reasonable control. Any damage resulting from the refusal or failure of an Owner to so maintain such minimum temperature may be repaired by the Association and (unless due to causes beyond the Owner's reasonable control) the cost thereof shall be Assessed against the Lot of the refusing or failing Owner.

7.6 Signs.

No "For Sale" signs or political signs larger than six (6) square feet (with no one side longer than three (3) feet) shall be permitted on any Lot. No other signs (including, without limitation, garage sale, identification, advertising, or directional signs) shall be permitted without the prior approval of the Board.

7.7 Animals.

Except as permitted below, no animal may be bred, kept, or maintained for personal, business, or commercial purposes on the Real Property or any Lot/Living Unit including the garage. The word "animal" is to be construed in its broadest sense and shall include all living creatures except humans. Up to three (3) dogs and/or cats may be allowed in one Lot/Living Unit, but the combined total shall not exceed three (3) animals. Such domestic household pets shall not be kept for any business or commercial purpose, including breeding the animal and each domestic household pet shall be registered with the Board of Directors. Pets shall not be allowed to cause a nuisance nor unduly restrict, interfere with or impede the use and enjoyment of the Real Property or other Lots/Living Units by other Owners, residents and guests as determined solely by the Board of Directors of the Association. For the purpose of this Section, an animal will be considered to be a nuisance and interfering with others' use and enjoyment of the Real Property if the animal bites other animals, bites, jumps up upon or otherwise attacks other Owners, occupants and guests and/or barks or meows or causes repeated noise (e.g., scratching at doors). Such pets may NOT use Common Area Property for defecation or urination, and damage done to the Private Yard Areas on an Owner's Lot shall be repaired by the Association, but the costs incurred to repair the same will be assessed to the Owner's Lot/Living Unit. In addition to any other remedies or sanctions, express or implied, administrative or legal, the Board of Directors of the Association shall have the right, but not the obligation, to impose a fine of Two-Hundred Fifty Dollars (\$250.00) against the Owner(s) and any occupants and/or their guest(s) for each violation of the foregoing restrictions and any rules and regulations passed by the Board of Directors of the Association relating thereto.

7.8 Home Occupation.

Professional or home industry shall not be permitted in any Living Unit or on any Lot unless Board of Directors, in writing, has determined the same to be compatible with the residential neighborhood. In determining the compatibility of the profession or industry, the same shall not be approved if the same involves clients, guests, and visitors to come to the Living Unit, involves traffic disturbing the neighborhood, impacting parking, or disrupting the flow of traffic in the neighborhood. This means the Living Units may not be used for a profession or industry providing child and/or adult day care, assisted living care and/or foster care for persons residing in the Living Unit or not residing in the Living Units.

7.9 Nuisances.

The following are considered to be nuisances and shall not be allowed on any Lot/Living Unit:

- (a) No clotheslines or drying yards shall be permitted on any Lot or Living Unit.
- (b) No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot.
- (c) No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain on any Lot/Living Unit porch, deck, or patio.

- (d) No firewood shall be stored on any Lot unless concealed by screening acceptable to the Board.
- (e) No Lot shall be used in whole or in part for the storage of rubbish, equipment, appliances, parts or any other items outside of garage of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye.
- (f) No substance, thing or material be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants or surrounding property.
- (g) The outside parking of an unlicensed motor vehicle upon a Lot, including upon any Private Common Driveway, shall also be considered a nuisance.

In the event that an Owner of any Lot/Living Unit shall fail or refuse to keep the Owner's Lot/Living Unit free from nuisances described above, then the Board may enter upon such Lot/Living Unit and remove the same at the expense of the Owner and such entry shall not be deemed a trespass, and in the event of such a removal, the cost thereof shall be a lien in favor of the Association and against such Lot for the full amount chargeable to such Lot/Living Unit, and such amount shall be due and payable within thirty (30) days after the Owner is billed therefor.

7.10 Storage.

Except as otherwise provided below, outside storage of any items, including but without limiting the generality of the foregoing, sporting equipment, furniture, toys, outdoor cooking equipment, yard and garden tools and equipment, and trash and garbage containers, shall not be allowed. One (1) garbage bin, one (1) recycling bin may be stored outside of the garage on the side of the garage provided the same does not interfere with the ingress or egress by other Owners/Occupants. Storage of the compostable material must stay inside of the garage, except for the day of pick-up, and must be in tightly covered containers so as not to constitute a nuisance.

- (a) Boats, snowmobiles, trailers, camping vehicles, tractors/trailers or vehicles rated at more than three-quarter (3/4) ton shall not be stored or parked upon any Lot outside of a garage.
- (b) Furniture and other personal property shall not be located outside any Living Unit except on decks, porches, or patios and then only if such furniture or personal property is of the kind customarily found on decks and patios (outdoor seasonal furniture) and the same is in good condition and otherwise blends in with the overall appearance of the residential neighborhood as determined solely by the Board. Sporting equipment, home-gyms, furniture, boxes, bins, wood, and other belongings may not be stored on the Living Unit's decks, porches or patios.
- (c) Except as may be incidental to delivery or providing service, no commercial vehicle shall be stored or parked on any Lot or Private Common Driveway outside of a garage.

7.11 Non-owner Occupancy Prohibition

The Association is intended and designed to be an Owner occupied single-family residential development. It is deemed to be in the long-term best interests of the Association that the Lots/Living Units be Owner occupied. Following the recording of this Declaration, except as otherwise provided herein, no Lots/Living Units may be Non-owner occupied regardless of whether consideration is paid in connection with the occupancy. The following are exceptions to application of the Non-owner occupancy prohibition policy:

- (a) Non-owner occupancy by Immediate Family Exception. The Non-owner occupancy prohibition shall not apply to the occupancies of a Lot/Living Unit by a member of the Owner's Immediate Family as described herein, and up to one (1) non-family occupant providing the Owner's Immediate Family and other occupant share all the living space in the Lot/Living Unit. Immediate Family means a partner, parent, stepparent, child, stepchild, grandparent, grandchild, brother, or sister. This relationship may be either by blood or marriage. The Board may establish reasonable Rules and Regulations regarding related matters.
- (b) Owner occupied Roommate Exception. The Non-owner occupancy prohibition shall not apply to occupancies where the Owner occupies the Lot/Living Unit with a roommate or roommates, regardless of consideration being paid, provided the following conditions are met: (i) the Living Unit is the Owner's principal homestead and residence; (ii) the Owner shares the entire living space within the Lot/Living Unit with the roommate at all times; ; and (iii) the Owner is not absent from the Lot/Living Unit for more than four (4) consecutive weeks per year. The Board may establish Rules and Regulations regarding related matters.
- (c) Contract for Deed. A Lot/Living Unit that has been sold on a Contract for Deed shall not be considered a Non-Owner occupied Unit, provided the (i) the Vendee occupies the property; (ii) the Contract for Deed is recorded in the Hennepin County Recorder or Registrar of Titles' Office against the Owner's Lot/Living Unit within ten (10) days of the execution of the Contract for Deed; and (iii) during the term of the Contract for Deed, the Vendee is the party entitled to exercise the vote of the Lot/Living Unit and is the party obligated to pay the assessments levied against the Unit. If these conditions are not met, then the Lot/Living Unit will be treated as a Non-owner occupied Unit in violation of this Section.
- (d) Non-owner Occupancy Requirements When an Exception Applies. When a Non-owner occupancy is allowed pursuant to the foregoing exceptions, the following requirements apply: (i) no Lot/Living Unit may be subleased; (ii) a Lot/Living Unit must be occupied in its entirety (not by room); (iii) all Non-owner occupancies shall be in writing and provided to the Association prior to the occupancy starting; and (iv) the Non-owner occupancy agreement (whether a lease or otherwise) shall provide that the Non-owner occupancy is subject to the Governing Documents and the Rules and Regulations and that any failure of a Non-owner occupant or the Owner to comply with the terms of the Governing Documents and Rules and Regulations shall be a default under the lease or Non-owner occupancy agreement, entitling the Owner to evict the Non-owner occupant , and, should the Owner fail to do so, giving the

Association the power and right to evict the Non-owner occupant(s)/tenant(s) from the Lot/Living Unit at the Owner's cost. Non-owner occupancies, whether or not for consideration will be treated like leaseholds for the purpose of allowing the Association to pursue the remedy of eviction for such non-compliance.

- (e) Rules and Regulations. The Association may adopt and impose reasonable Rules and Regulations as may be necessary to implement non-discriminatory procedures for the Non-owner occupancy of the Lots/Living Units, consistent with this Section and applicable law, including but not limited to requiring Owners to comply with local Minneapolis City Code requiring licensing, inspection, and application process.
- (f) Enforcement Powers. In the event an Owner has Non-owner occupants/tenants in the Owner's Unit allowed under exceptions described above, or the Lot/Living Unit is Non-owner occupied without permission the Owner of said Lot/Living Unit hereby delegates and assigns to the Association the power and authority to enforce against the Non-owner occupant(s)/tenant(s) of such Lot/Living Unit all breaches resulting from a violation of the Association's Governing Documents and Rules and Regulations, including the power and authority to enforce the terms of any Assignment of Rents, and/or to evict the Non-owner occupant(s)/tenant(s) on behalf of and for the benefit of the Owner, in accordance with the terms hereof. All such attorneys' fees and costs incurred by the Association for enforcement of this Section or other terms of the Governing documents and/or Rules and Regulations, whether or not an action is commenced, shall be assessed to the Lot/Living Unit and be a lien against the same and enforceable as such in the same manner as liens for unpaid Common Expense assessments.

7.12 Fences, Walls, and Hedges.

No wall or fence shall be constructed, or hedge planted on any Lot/Living Unit until and unless the height, type, design, and location have been approved in writing by the Board. The height or elevation of any wall, fence or hedge shall be measured from the existing elevations on the Real Property at or along the applicable point or lines. Any question as to such heights may be completely determined by the Board. A refusal by the Board to allow or permit a fence, wall, or hedge on any particular Lot or in any particular location shall not be construed to be an abuse of discretion.

7.13 Private Water Supply Systems.

No private portable water supply system shall be permitted on any Lot. Any private water supply system installed and used in connection with the maintenance of a landscaping scheme upon a Lot shall be subject to approval by the Board of Directors.

7.14 Storage Tanks.

No permanent storage tanks of any kind shall be erected, placed, or permitted on any Lot.

7.15 Temporary Structures.

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

7.16 Exterior Lighting.

All forms of fixed exterior lighting shall be subject to approval by the Board.

7.17 Exterior Ornaments.

Exterior ornaments, including but not limited to precast concrete, plastic, or wood figurines, wishing wells and windmills, shall be prohibited unless approved by the Board prior to installation or construction.

7.18 Gardens.

Vegetable and flower gardens may be permitted only in accordance with Article VI and, thereafter, the maintenance thereof shall be the Owner's responsibility as further discussed in Article VIII, below.

7.19 Antennas.

Except with the prior written approval and authorization of the Board, no exterior television or radio antenna, dish or the like of any sort shall be placed, allowed, or maintained upon any portion of a Lot, Living Unit or the improvements or structures located thereon.

7.20 Completion of Construction of Improvements.

All construction work shall, upon approval of plans, as provided in Article VI, by the Board, be carried on with dispatch. All improvements shall be constructed in conformity with the then existing building codes of the City of Minneapolis and the State of Minnesota. All building plans shall be prepared by or under the supervision of a registered architect, a builder, or a qualified design professional. If any structure is begun after approval of the plans and is not completed within one hundred eighty (180) days after the commencement of said construction and, in the judgment of the Board, is offensive or unsightly in appearance, the Board may take such steps as deemed necessary to make the same harmonious with other properties, such steps including completion of the exterior of the structure, screening or covering the structure or any combination thereof, or similar operations. The amount of any expenditure made in so doing shall be the personal, joint and several obligation of the Owner(s) and shall be a lien on the Lot/Living Unit which, together with the costs and any reasonable attorneys' fees incurred in connection therewith, may be foreclosed in the same manner as provided in Section 4.9.

7.21 Use of Garages.

All garages shall be retained as and used for the storage of one (1) vehicle for the one-car garages and two (2) vehicles for the two-car garages. Garages only shall be used by those persons occupying the Living Units and not rented to third parties not residing in the Property. Owners may store personal property therein, but not so as to prevent parking of the number of vehicles inside for which the garage was built to accommodate, unless the Owners/Occupants of that Living Unit are using less than that number, e.g., if the garage is a two-car garage and the Owners/Occupants only have one (1) vehicle on the Property, said garage may be used for additional storage or exterior work area. Garages may not be converted into any type of living area. Garages shall not be converted into work area so as to prevent the aforesaid number of vehicles from being parked inside the same. Due to the configuration of the Common Driveways, the Association asks that Owners use the garages for the parking of vehicles rather than parking the same in the Private Common Driveways located immediately in front of the garage doors, where the same exist. During winter months, with plowing, parking the vehicles inside of the garage is mandatory; vehicles cannot be left on the Private Common Driveways as doing so will interfere with the ability to plow the pavement area.

7.22 Prohibition of Damage and Certain Activities.

Nothing shall be done or kept on any Lot/Living Unit or any part thereof: (i) to increase the rate of insurance on any other Lot/Living Unit over what the Owner of such other Lot/Living Unit, 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 requirements of any governmental body. Grilling is prohibited on the wooden decks and porches and must only be used when at least four (4) feet away from the siding of the Living Unit and/or garages. When not in use (and cool to the touch), grills must be stored in the Owner's garage or on a private patio.

ARTICLE VIII

Other Rights and Obligations of the Association

8.1 Maintenance of the Common Area and Living Unit Exteriors.

(a) Common Areas.

The Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for and be vested with the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. Such responsibility shall include, but not be limited to, the following: the maintenance and repair of the Common Area improvements, such as the recreational facilities, if any, Common Driveway, Private Common Driveways, Common Area walkways, exterior ornamental

lighting and all other improvements or material located within or used in connection with the Common Areas. The Association shall snowplow the Common Driveway, Private Common Driveways, walkways on the Common Area, the City sidewalks and the front entry sidewalks between the public sidewalk and the Living Unit (including stairs but not porches) serving Association Members, whether the same is located on Common Area or in the Lots.

(b) Living Unit Exteriors

In order to preserve the uniform and high standard of appearance of the Real Property, the Association shall also be responsible for the maintenance and repair of the exterior of all Living Units including the attached or detached garages, which responsibility shall be limited to the following:

- (1) Maintaining, repairing, and replacing the exterior siding of the Living Units and garages and the siding on the walls located between the decks located above the attached garages, all as the Board deems necessary;
- (2) Painting exterior window trim and exterior door trim, garage door trim, siding trim, roof trim, spindles and railings along decks, porches and steps, and exterior soffits/vents for attics, and trim above the walls dividing decks above the attached garages;
- (3) Maintenance and repair of roofs (excluding interior roof systems) and overhangs;
- (4) Maintenance, repair and replacement of existing gutters and downspouts;
- (5) Maintenance and repair or replacement of any portions of porches, decks, flashing needed for proper insulation of new decks and the roofing located beneath the decks above attached garages, patios, and steps and stoops leading to front entryways; and
- (6) Repair or replacement of spindles, columns, and railings.

(c) Excluded Maintenance by Association.

Except as set forth below, the Association's obligation to provide maintenance to the Lots/Living Units shall exclude the following:

- (1) maintenance, repair or replacement of the Living Units' windows and doors, garage doors (and any interior operating systems), window and door casing, glass and screens and all hardware related thereto, and all flashing and other systems needed for the installation of windows and doors;
- (2) Repair or replacement of skylights or sky-tubes located on roofs;
- (3) Repair or replacement of any antenna or satellite dish;
- (4) Removal of ice dams on roofs;
- (5) Maintenance, repair, or replacement of Living Units interiors, including Living Unit walls, flooring, plumbing systems, utility systems, foundations, window wells,

- or other structural components of the same;
- (6) Maintenance and repair or replacement of garage floors or their foundations;
 - (7) Maintenance or repair or replacement of any type of sump-pumps and drain tile systems;
 - (8) Maintenance and repair or replacement of the solar electric system located on the roof; and
 - (9) Maintenance and repair and replacement of plumbing and electrical systems serving the Lot/Living Unit.

In the event that the need for maintenance or repair is caused through the willful or negligent act of an Owner, the Owner's family, guests or invitees, the cost of such maintenance or repairs shall be the responsibility of the Owner.

In addition to the maintenance described above, the Association shall undertake to provide additional exterior and/or interior maintenance to the Lots/Living Units, otherwise the obligation of the Owners to provide, only with the approval of fifty-one percent (51%) of the total voting power of the members, which approval may be obtained at a meeting called for that purpose or by mailed ballot. In such event, the Association shall provide to the Owners notice of the proposed additional maintenance, the time frame in which the additional maintenance would be performed (not greater than 24 months) and include a description of how the Association will assess the Owners for the cost of such additional maintenance. If approved, the Association shall update the Resale Disclosure Certificate for that period during which the maintenance will be provided.

8.2 Lot/Lawn and Planting Maintenance.

In addition to the maintenance of the Common Areas, the Association will mow and remove leaves from the lawns located on the Lots (and leaves located on patios), but will not water, seed or replace sod on the lawns. The Association will not water, mow, remove leaves from or otherwise be responsible for any garden area, bush or tree planted on the Lots, whether located in the Private Yard Area or elsewhere on the Lot. The obligation to mow does not include the obligation to water, seed, replace sod or maintain bushes or trees on the Lots.

Owners are responsible for watering, seeding and/or replacing sod in grassy areas on the Lots, and for watering, removing leaves from and otherwise maintaining any plantings, bushes, trees, and gardens located on their Lots. In the event an Owner does not wish to maintain such plantings, bushes and/or gardens, the Owner may apply to the Board of Directors for alteration, at the Owner's expense, per Section 6, above. If the area is changed to lawn, the Association then will undertake to mow the same and remove leaves from the same, but the Owner shall be responsible for all other maintenance.

8.3 Services.

The Association may obtain and pay for the services of any person to manage its affairs and to properly operate the Real Property, or any part thereof, to the extent it deems advisable, whether such persons are furnished or employed directly by the Association or by any person with whom it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Real Property and the enforcement of this Declaration. Any agreement for professional management of the Real Property must provide for termination by either party without cause or payment of a termination fee on ninety (90) days' or less written notice, and shall have a maximum contract term of one (1) year, but may be renewable by agreement of the parties for successive one (1) year terms.

8.4 Personal Property for Common Use.

The Association may acquire and hold, for the use and benefit of all Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise. Such beneficial interest shall not be transferable except with the transfer of title to a Lot/Living Unit, provided that an Owner may delegate such Owner's right of enjoyment of such personal property to residents of such Owner's Lot. A transfer of title to a Lot/Living Unit shall 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 Owners. The transfer of title to a Lot/Living Unit under foreclosure shall entitle the purchaser to the beneficial interest in such personal property associated with the foreclosed Lot/Living Unit.

8.5 Utilities/Water and Sewer Lines.

The Association shall pay as a common expense all charges for water, sewer, and other utilities used upon the Common Area. Owners are responsible for use-charges and the maintenance, repair and replacement of water and sewer lines, plumbing and electrical systems and other utilities used on Private Yard Areas and/or located on the Lots/Living Units.

8.6 Hazard and Liability Insurance for Common Area.

The Association shall procure fire and extended coverage on insurable Common Area on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement only); and shall use the proceeds of such insurance solely for the repair, replacement or reconstruction of such insurable Common Area including insured improvements. The cost of such insurance shall be Assessed as provided in Article IV above. First Mortgagees of Living Units, jointly or severally, may pay overdue premiums on such insurance policies, or may secure new insurance coverage on the lapse of a policy for the Common Area, and first Mortgagees making such payment shall be, owed immediate reimbursement therefor from the Association. The Association is authorized to enter into an agreement in favor of all first Mortgagees of Living Units establishing entitlement to such reimbursement.

ARTICLE IX

Enforcement of Easements, Restrictions and Covenants

9.1 Persons Entitled to Enforcement.

Each of the easements, restrictions and covenants as set forth herein shall be enforceable by the Association or any Owner of any Lot which is benefitted by such easement, restriction or covenant, or any of their respective successors in title, but no other person shall have any right to enforce any such easements, restrictions and covenants, nor shall any other person, other than the Association or such Owner, the Owner's tenants, invitees, and licensees, have any interest in the easements, restrictions and covenants hereby created and declared. Nothing contained herein shall constitute a dedication of any interest in such easements, restrictions, and covenants to the public, or give any members of the public any rights hereunder. Failure to enforce the easements or restrictions and covenants herein contained shall in no way be deemed a waiver of the right to do so thereafter.

9.2 Remedies for Violation.

In the event of any violation or attempted or threatened violation of the terms hereof, or any interference or attempted or threatened interference with the rights and obligations herein granted, each of the easements, restrictions and covenants may be enforced by a proceeding at law or in equity, or both. If any person entitled to enforce the easements, restrictions and covenants shall elect to enforce the terms hereof by a proceeding in equity, such person may petition for a restraining order or injunction, temporary or permanent, prohibiting such violation or interference and demanding compliance with the provisions, which restraining order and injunction shall be obtainable upon proof of the existence of such violation, or attempted or threatened violation or interference, and without the necessity or proof of the inadequacy of legal remedies or irreparable harm.

9.3 Cost of Enforcement.

If any of the easements or restrictions and covenants created herein are enforced by appropriate proceedings by any Owner or the Association, and if such Owner or the Association shall prevail in any such proceeding, such prevailing party may be reimbursed for all or any part of the costs incurred in the enforcement thereof, including but not limited to reasonable attorneys' fees, costs and expenses.

9.4 Invalidation.

Invalidation of any of these covenants or restrictions by judgment or by court order shall not affect any of the remaining provisions which shall remain in full force and effect.

ARTICLE X

Insurance

10.1 Required Coverage.

The Association shall obtain and maintain, at a minimum, a master policy or policies of insurance in accordance with the insurance requirements set forth in Minn. Stat. §515B.3-113 (even though the Association is not governed by MCIOA) and the additional requirements set forth herein, issued by a reputable insurance company or companies authorized to do business in the State of Minnesota, as follows:

(a) Property insurance, as follows:

- (1) Property insurance on the Real Property, meaning the Common Areas and including those Lots/Living Units subject to this Declaration 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 insured property, including all building service equipment and machinery less deductibles, as well as the following items within the Living Units; 1) ceiling or wall finishing materials, 2) floor coverings, 3) cabinetry, 4) finished millwork, 5) electrical or plumbing fixtures serving a single Living Unit, and 6) other improvements and betterments within Living Units, regardless of when installed; but not including land, footings, excavation and other items normally excluded from coverage. Any increased cost for insurance premiums or for any improvements and betterments that are covered may be assessed by the Association against the Lots/Living Units affected. The Association may, in the case of a claim for damage to a Living Unit or Living Units, (i) pay the deductible amount as a Common Expense, (ii) assess the deductible amount against the Living Units affected in any reasonable manner, or (iii) require the Unit Owners of the Lots/Living Units affected to pay the deductible amount directly.
- (2) 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 may but is not required to 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 Federal National Mortgage Association ("FNMA"), the FHA or the VA, if required by one of such agencies 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, guarantor, or servicer obligating the Association to keep certain specified coverages

or endorsements in effect.

- (b) Commercial general liability insurance covering the use, operation and maintenance of the Common Areas, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 per aggregate, against claims for death, bodily injury and property damage, and such other risks as are customarily covered by such policies for projects similar in construction, location and use to the Property. The policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner or Occupant because of negligent acts of the Association or other Owners or Occupants. The policy may, but is not required to include such additional endorsements, coverages and limits necessary to comply with the regulations of the FNMA, the FHA or VA, if required by one of such agencies as a precondition to the purchase, financing, insuring or guarantee of a mortgage on a Unit.
- (c) 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 any financing or related institution as a precondition to the purchase, insuring, guarantee, or financing of a mortgage on a Lot/Living Unit. The fidelity bond or insurance shall name the Association as the named insured and may, but is not required to comply with the regulations of the FNMA, the FHA or VA, if required by one of such agencies as a precondition to the purchase, financing, insuring, or guarantee of a mortgage on a Lot/Living Unit, and shall be written in an amount equal to the greater of (i) the estimated maximum of Association funds, including reserves, in the custody of the Association or management agent at any given time while the bond is in force, or (ii) a sum equal to three months aggregate assessments on all Lots/Living Units plus reserves. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers, or a waiver of defense based upon the exclusion of persons serving without compensation shall be added.
- (d) Workers' Compensation insurance, if applicable, as required by law.
- (e) Directors' and officers' liability insurance, covering directors, officers, and committees, with such reasonable limits and coverages as the Board shall determine from time to time.
- (f) Such other insurance as the Board may determine from time to time to be in the best interests of the Association and the Owners.

10.2 Premiums and Deductibles.

Except as provided in Article IV, all insurance premiums shall be assessed and paid as an Annual Assessment, or, while being a Common Expense, may be billed by the Association individually to each Owner/Lot/Living Unit. The Association may, in the case of a claim for damage to a Lot/Living Unit, (i) pay the deductible amount as a Common Expense, (ii) assess the deductible amount against the Living Units affected in any reasonable manner, or (iii) require the Owners of the Lots/Living Units affected to pay the deductible amount directly. The Association's decision as to who shall be charged with paying the deductible amount may, but need not, be based on fault.

10.3 Loss Payee; Insurance Trustee.

All insurance coverage maintained by the Association shall be written in the name of, and the proceeds thereof shall be payable to, the Association (or a qualified insurance trustee selected by it) as trustee for the benefit of the Owners and secured parties, including 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.

10.4 Required Policy Provisions.

All policies of property insurance carried by the Association shall provide that:

- (a) Each Owner and holder of a first mortgage on the Lot/Living Unit is an insured Person under the policy with respect to liability arising out of the Owner's interest in the Common Areas or membership in the Association.
- (b) The insurer waives its right to subrogation under the policy against any Lot/Living Unit Owner, Occupant or any member of the Owner's or Occupant's household and against the Association, its officers, and members of the Board of Directors.
- (c) No act or omission by any Lot/Living Owner or secured party, unless acting within the scope of authority on behalf of the Association, shall void the policy or be a condition to recovery under the policy.
- (d) If at the time of a loss under the policy there is other insurance in the name of a unit owner covering the same property covered by the policy, the Association's policy is primary insurance.

10.5 Cancellation: Notice of Loss.

Property insurance and comprehensive liability insurance policies maintained by the Association shall provide that the policies shall not be cancelled or substantially modified, for any reason, without at least 60 days prior written notice to the Association and to all Mortgagees who have requested notice in writing from the Association.

10.6 Restoration in Lieu of Cash Settlement.

Any loss covered by the property policy under Section 10.1(a) of this Declaration shall be adjusted by and with the Association. The insurance proceeds for that loss shall be payable to the Association, or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association shall hold any insurance proceeds in trust for Unit Owners and secured parties as their

interests may appear. The proceeds shall be disbursed first for the repair or restoration of the damaged Common Areas and Lots/Living Units. If there is a surplus of proceeds after the Common Elements and Lots/Living Units have been completely repaired or restored or the common interest community is terminated, the Board of Directors may retain the surplus for use by the Association or distribute the surplus among the Owners on an equitable basis as determined by the Board.

10.7 Owner's Personal Insurance.

Each Owner **shall** obtain additional personal insurance coverage (commonly known as "gap coverage" or an HO6/HO3 policy) at his or her own expense covering fire and other casualty to the interior of the Living Unit for items not covered by Association insurance, personal property and personal liability coverage. Such insurance **shall** include deductible coverage in an amount at least equal to the deductible portion of the Association's Policy, and such loss assessment coverage in an amount deemed appropriate by the Owner. Such insurance should include coverage for those perils not covered by the Association's insurance policy, such as claims for water intrusion, flooding, water/sewer back-up and any interior items not covered by the Association's policy. Such insurance shall also include personal liability insurance in an amount determined by the Board. The insurance policies maintained by Owners shall provide that they are without contribution as against the insurance purchased by the Association except as to deductible amounts or other items not covered under the Association's policies.

10.8 Destruction or Permanent Damage and Loss.

Any portion of the common interest community which is damaged or destroyed as the result of a loss covered by the Association's insurance shall be promptly repaired or replaced by the Association unless:

- (a) The common interest community is terminated and the Association votes not to repair or replace all or part thereof,
- (b) Repair or replacement would be illegal under any state or local health or safety statute or ordinance, or
- (c) Eighty percent (80%) of the Lot/Living Unit Owners, including every Lot/Living Unit Owners and holder of a first mortgage on a Lot/Living Unit which will not be rebuilt, vote not to rebuild.

10.9 The Cost of Repair.

The costs of repair or replacement of the Common Areas in excess of insurance proceeds and reserves shall be paid as a Common Expense, and the cost of repair of a Lot/Living Unit in excess of insurance proceeds shall be paid by the respective Lot/Living Unit Owner. If less than the entire common interest community is repaired or replaced, then the insurance proceeds attributable to the damaged

Common Areas shall be used to restore the damaged area to a condition compatible with the remainder of the common interest community and the insurance proceeds attributable to Units which are not rebuilt shall be distributed to the Owners of those Lots/Living Units, and the secured parties of those Lots/Living Units, as their interests may appear. The remainder of the proceeds shall be distributed to all the Lot/Living Unit Owners and secured parties as their interests may appear in proportion to their Common Expense liability.

ARTICLE XI

Notice of First Mortgagees

11.1 Mortgagee's Rights.

Notwithstanding any other provisions of this Declaration, the Articles of Incorporation, the By-Laws or the Rules and Regulations of the Association, the provisions of this Article XI shall control, and in the event of conflict between the provisions of this Article and the provisions of such Declaration, Articles, By-Laws or Rules and Regulations, the provisions of this Article shall control.

11.2 Notice of Default.

Any Mortgagee holding a first Mortgage on a Lot, 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 such person's heirs, successors or assigns in the payment of any Assessment 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.

ARTICLE XII

Party Walls

12.1 General Rules of Law Apply.

Each wall which is built as part of the original construction of the townhomes upon the Real Property and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

12.2 Weatherproofing.

Notwithstanding any other provision of this Declaration, an Owner who by such Owner's 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.

12.3 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 (the Real Property) and shall pass to such Owner's successors in Title.

12.4 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 shall be by a majority of all the arbitrators.

ARTICLE XIII

General Provisions

13.1 Enforcement by Association.

The Association 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 an attorney in connection with the breach of the terms hereof, or in connection with the enforcement of the terms hereof such Owner shall pay, in addition to all other sums due, the Association's reasonable attorneys' fees, costs and expenses. The failure by the Association 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 an Owner, such Owner 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.

13.2 Severability.

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

13.3 Amendments.

The provisions of this Declaration may be amended by an instrument signed by Members entitled to cast no less than seventy-five percent (75%) of the votes of the Membership. No amendment shall be effective until it shall have been properly recorded. Amendments or modifications of any Permit by the City of Minneapolis shall not be construed as an amendment to this Declaration for purposes of this Paragraph.

13.4 Limitation on Declaration.

The covenants, restrictions, easements, conditions and reservations imposed or established by or created under this Declaration, or any Amendment hereto, shall run with and bind the Real Property unless otherwise terminated.

13.5 Construction and Conflict.

In the event of any apparent conflict between the Articles of Incorporation and the By-Laws of the Association and terms of this Declaration, this Declaration shall control. In the event of any apparent conflict between the Articles of Incorporation and the By-Laws of the Association, the terms of the By-Laws shall control.

13.6 Rules and Regulations.

The Board of Directors of the Association may from time to time adopt such rules and regulations as the Board, in its sole discretion, deems appropriate or necessary, including, without limiting the generality of the foregoing, additional rules and regulations concerning Non-owner occupancies, parking or Private Common Driveways, maintenance of the Common Area, Living Units, including garages and Lots, and additional rules and regulations concerning the appearance of each Lot.

13.7 Variances.

The restrictions applicable to Lots as specified in Article VII of this Declaration are intended for the benefit of all Owners. The Board of Directors, however, acknowledges that exceptional conditions of a particular Lot/Living Unit may create peculiar and practical difficulties mitigating against the strict enforcement of a provision contained in Article VII. In the event an Owner believes that such exceptional conditions on a Lot/Living Unit create a hardship or special situation, an application for a variance may be made by the Owner to the Board of Directors in accordance with Section 6.2 of this Declaration. An application for variance shall state on the application the reasons for allowing the variance, including:

- (a) That there are special circumstances or conditions affecting the Lot/Living Unit such that the strict application of a provision of Article VII would deprive the Owner of the reasonable use of the Lot/Living Unit;
- (b) The variance is necessary for the preservation and enjoyment of a substantial property right of the Owner;
- (c) The granting of the variance will not be detrimental to the public welfare or injurious to other Owners or Lots subject to this Declaration; and,
- (d) That the issuance of the variance will not have an adverse effect upon the health, welfare and safety of the Owners benefited by this Declaration.

In considering a request for a variance from the strict application of Article VII of this Declaration,

HOLLAND NEIGHBORHOOD TOWN HOME ASSOCIATION, INC

EXHIBIT A TO AMENDED AND RESTATED DECLARATION

PROPERTY LEGAL DESCRIPTIONS

Lots 1 and 2, Block 1

Lots 1 through 3 inclusive, Block 2

Lot 1 Block 3

Lots 1 through 4 inclusive, Block 4

Outlots A, B and C

All in Holland Neighborhood Townhomes Addition

AMENDED AND RESTATED BY-LAWS
OF
HOLLAND NEIGHBORHOOD TOWN HOME ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Holland Neighborhood Town Home Association, Inc. (hereinafter referred to as "Association"). The principal mailing office of the corporation shall be the President's address. Meetings of Members and Directors may be held within the County of Hennepin and State of Minnesota.

ARTICLE II

DEFINITIONS

Terms used herein shall have the meanings ascribed to them in the Amended and Restated Declaration dated May 18, 2021, and recorded on May 21, 2021, in the offices of the County Recorder of Hennepin County as Document Nos. 10965413 and 5838799 ("Declaration"). The terms of the Declaration incorporated herein by reference.

ARTICLE III

MEETING OF MEMBERS AND VOTING

- Section 1. **Annual Meetings.** The Annual Meeting shall be held at such date and time, but no later than the 1st of March, and at such place as shall be designated by the Board in a Notice of an Annual Meeting to be furnished to the Members in a manner required by law.
- Section 2. **Special Meetings.** Special Meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes in the Association.
- Section 3. **Meetings by Remote Communication.** An Annual or Special Member Meeting may be held solely by remote communication, provided the

Association comply with the provisions of Minnesota Statutes Section 317A.450.

Section 4. **Notice of Meetings.** Written notice of each Meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by delivering written notice either personally or by mail or electronically, provided the Association has complied with the applicable laws relating to notice by electronic means, to each Member at least twenty-one (21) days, but no more than thirty (30) days, in advance of any Annual Meeting of the Owners, and at least seven (7) days, but no more than thirty (30) days, in advance of any Special Meeting of the Owners. The notice shall be addressed to the Member's address last appearing on the books of the Association or supplied by such Member in writing to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a Special Meeting, the purpose of the meeting.

Section 5. **Adjourned Meetings.** If any meeting of the Unit Owners cannot be organized because a quorum has not attended, the Unit Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. **Order of Business; Parliamentary Procedure.** The order of business at all Annual Meetings and, to the extent practicable, at all Special Meetings of the Unit Owners shall be published in advance by the Board.

Robert's Rules of Order shall be used solely as a guide in running the Member Meetings and need not be followed verbatim or even generally.

Section 7. **Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, five-ninths (5/9) of the votes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 8. **Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing in a form acceptable to the

Association and filed with the secretary or management company at or prior to any scheduled meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of their Unit.

Section 9. **Voting by Mail Ballot.** The entire vote on any issue, except the removal of Directors, may be determined by mailed ballots, subject to the following requirements:

- (a) The notice of the vote shall: (i) clearly state the proposed action; (ii) indicate the number of responses needed to meet the quorum requirements; (iii) state the percentage of approvals necessary to approve each matter other than election of Directors; and (iv) specify the time by which a ballot must be received by the Association in order to be counted.
- (b) The ballot shall: (i) set forth each proposed action ; and (ii) provide an opportunity to vote for or against each proposed action.
- (c) The Board of Directors shall set the time for the return of ballots, which shall not be less than fifteen (15) days nor more than forty-five (45) days after the date of mailing of the ballots to the Owners. The Board of Directors shall provide notice of the results of the vote to the Owners within ten (10) days after the expiration of the voting period.
- (d) Approval by written ballot under this Section is valid only if the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

Section 10. **Voting Electronically.** The entire vote on any issue, except the removal of Directors, may be taken by electronic means, in compliance with the applicable statute named in Section 3 above, in lieu of holding a meeting of the Unit Owners, subject to the following requirements:

- (a) The notice of the vote shall: (i) clearly state the proposed action, (ii) indicate the number of responses needed to meet the quorum requirements, (iii) state the percentage of approvals necessary to approve each matter other than election of Directors, and (iv)

specify the time by which the electronic response must be received by the Association in order to be counted.

- (b) The notice must comply with the statute and must: (i) set forth each proposed action and (ii) provide an opportunity to vote for or against each proposed action.
- (c) The Board of Directors shall set the time for the return of the electronic response, which shall not be less than fifteen (15) days nor more than thirty (30) days after the date of sending of the electronic notice to the Owners. The Board of Directors shall provide notice of the results of the vote to the Owners within ten (10) days after the expiration of the voting period.
- (d) Approval by electronic means under this Section is valid only if the number of votes cast by electronic means equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by electronic means.

Section 11. **Vote Required.** A majority of the votes cast at any properly constituted meeting of the Members, cast by mail, or cast electronically in accordance with Sections 8, 9 or 10, above, shall decide all matters properly brought before the Members, except where a different vote is specifically required by the Governing Documents. The term "majority" as used herein shall mean fifty-one percent (51%) of the votes cast at a meeting, in person or by proxy, or voting by mailed ballot or electronically submitted ballot, in accordance with the allocation of voting power set forth in the Declaration. Cumulative voting shall not be permitted.

ARTICLE IV
BOARD OF DIRECTORS
SELECTION – TERM OF OFFICE

- Section 1. **Number.** The affairs of the Association shall be managed by a Board of three (3) Directors each being a homeowner and/or a current resident of a Unit within the Association.
- Section 2. **Term of Office.** Directors shall be elected for a term of one (1) year.
- Section 3. **Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the total Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.
- Section 4. **Compensation.** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.
- Section 5. **Restriction.** Only one (1) Director from a Unit may serve on the Board of Directors at the same time.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

- Section 1. **Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 2. **Election.** Election to the Board of Directors shall be by written ballot, except that if the number of nominees equals the number of vacancies, the vote may be made by acclamation. At such election the Members or their proxies may cast, in respect to any vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. **Organization Meeting.** The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to constitute such meeting, providing a majority of the whole Board shall be present.

Section 2. **Regular Meetings.** Regular Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such Meetings shall be held during each fiscal year. Notice of regular Meetings of the Board of Directors shall be given to each Director, personally or by US mail or by telephone or email (per §317A.485 – remote communication), at least ten (10) days prior to the day named for such meeting.

Section 3. **Special Meetings.** Special Meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by US mail or by telephone or email (per §317A.485 – remote communication), which notice shall state the time, place and purpose of the meeting. Special Meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two (2) Directors.

Section 4. **Meetings through Electronic Means.** A Meeting of the Directors or any committee of the Board may be conducted by a telephone conference or any means of communication through which all of the participants may simultaneously hear each other during the meeting, if notice of the meeting has been given as would be required for a meeting and if the

number of persons participating in the conference is sufficient to constitute a quorum. Participating in a telephone conference constitutes personal presence at the meeting.

Section 5. **Waiver of Notice.** Before or at any Meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by the Director of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 6. **Board of Directors' Quorum.** At all Meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice; provided, however, that the quorum required by the first sentence of this Section 6 shall be present at such adjourned meeting.

Section 7. **Action Without a Meeting** - Any action that could be taken at a meeting of the Board of Directors **to address an emergency** may be taken without a meeting by written action signed, or consented to by authenticated electronic communication, by the required number of Directors, unless a different effective time is provided in the written action. When written action is permitted to be taken by less than all Directors, all Directors must be notified immediately of its text and effective date. Failure to provide the notice does not invalidate the written action. A Director who does not sign or consent to the written action is not liable for the action or actions taken thereby.

Section 8. **Member Attendance of Board Meetings.** Except as otherwise provided in this Section, Meetings of the Board of Directors must be open to the Owners. To the extent practicable, the Board shall give reasonable notice to the Owners of the date, time, and place of a Board Meeting, either by

announcing the same at a previous Meeting of the Board, posting the same on the bulletin boards of each building, adding the same to the Association's website, and/or in any other fashion the Board designates from time to time, or if an emergency requires immediate consideration of a matter by the Board, notice is not required. Pursuant to Section 515B.3-103(g) of the Act, Meetings may be closed to discuss the following:

- (a) personnel matters; or
- (b) pending or potential litigation, arbitration or other potentially adversarial proceedings between Owners, between the Board or Association and Owners, or other matters in which any Owner may have an adversarial interest, if the Board determines that closing the Meeting is necessary to discuss strategy or to otherwise protect the position of the Board or Association or the privacy of an Owner or Occupant of a Unit; or
- (c) criminal activity arising within the common interest community if the Board determines that closing the Meeting is necessary to protect the privacy of the victim or that opening the Meeting would jeopardize investigation of the activity.

The minutes of any part of a Meeting that is closed under this section may be kept confidential at the discretion of the Board. Nothing in this Section imposes a duty on the board to provide special facilities for Meetings. The failure to give notice as required by this Section shall not invalidate the Board Meeting or any action taken at the Meeting.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. **Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association as set forth in Minn. Stat. §515B.3-102 of the Act and may do all such acts and things as are not by law, by the Declaration, or by these By-Laws directed to be exercised and done by the Unit Owners. The Directors are subject to the provisions of Minn. Stat. §317A.251, 317A.255, and 515B.3-103 governing Director standard of care, and conflict of interest.

Section 2. **Other Duties.** In addition to duties imposed by these By-Laws, by resolutions of the Association or the Act, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep and supervision of the Property in the Association.
- (b) Collection of monthly assessments from the Unit Owners.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the Association.
- (d) To elect annually the officers of the Association.
- (e) To submit at each annual Meeting of the Members (or to submit the same in the Meeting notice packet ahead of the Meeting) a statement of the business transacted during the preceding year, a report of the general financial condition of the Association and its tangible property, and the proposed budget for the current fiscal year. This statement and report may be incorporated in an Annual Report, which the Directors shall also prepare and mail to the Members in the same manner as provided in Article III, Section 5 of these By-Laws. The Annual Report shall contain, at a minimum, the following:
 - (i) A statement of any capital expenditures in excess of two percent (2%) of the current budget or \$5,000, whichever is the greater, anticipated by the Association during the current year and succeeding two (2) fiscal years;
 - (ii) A statement of the status and amount of any reserve or replacement fund and any portion of the fund designated for any specified project by the Board of Directors;
 - (iii) A copy of the statement of financial condition for the Association for the last fiscal year;
 - (iv) A statement of any suits, judgments, or settlements, to which the Association is, or has been a party to, over the previous twelve (12) months;
 - (v) A statement of the insurance coverage provided by the Association; and
 - (vi) A statement of any unpaid assessments by the Association on individual Units identifying the Unit number and the amount of the unpaid assessment.

- (f) To use the proceeds of assessments in the exercise of its powers and duties.
- (g) To restore improvements after damage and to make improvements and replacements, except as provided for in the Declaration.
- (h) To establish and amend rules and regulations respecting the use of the Common Elements and Units.
- (i) To appoint committees from the Members as it deems advisable for the purpose of recommending action or policy in respect to any matter otherwise within the control of the Directors.
- (j) To enforce by legal means the provisions of the Declaration and the Articles of Incorporation, By-Laws, and the rules and regulations of the Association.
- (k) To purchase such policies of insurance as are permitted or required under the Declaration or the Act.
- (l) To pay all statements rendered for Common Expenses.
- (m) To employ personnel at a reasonable compensation to perform the services required for proper administration of the purposes of the Association.
- (n) To give any mortgagee of a Unit which has filed a written request for notice with the Association notice in writing of any loss to, or taking of, Common Elements if such loss or taking exceeds \$10,000 or if damage to a Unit covered by a mortgage exceeds \$1,000.
- (o) To perform all other acts required or permitted to be performed by the Association pursuant to the terms of the Declaration or the Act.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. **Enumeration of Offices.** The officers of the Association shall be a president, who shall at all times be a member of the Board of Directors, a secretary, and treasurer and such other officers as the Board may from time to time be by resolution created.

- Section 2. **Election of Officers.** The election of officers shall take place at the first Meeting of the Board of Directors following each Annual Meeting of the Members.
- Section 3. **Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to service.
- Section 4. **Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.
- Section 5. **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- Section 6. **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.
- Section 7. **Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices pursuant to Section 4 of this Article.
- Section 8. **Duties.** The duties of the officers are as follows:
- (a) President. The president shall preside at all Meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall approve all checks and co-sign all promissory notes.
 - (b) Secretary. The secretary shall record the votes and keep the minutes of all Meetings and proceedings of the Board and of the Members; keep, or cause to be kept, appropriate current records showing the

Members of the association together with their addresses and shall perform such other duties as required by the Board.

- (c) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall approve all checks and co-sign all promissory notes of the Association; keep proper books of account. A full audit may be ordered as deemed necessary by the Board of Directors. The treasurer shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular Annual Meeting and deliver a copy of each to the Members.

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Association including separate books for reserved accounts shall at all times, upon appointment, be subject to inspection by any Member or First Mortgagee, as required by Minn. Stat. Sec. 515B.3-118. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost or shall be provided electronically.

ARTICLE X

INDEMNIFICATION

In addition to any other indemnification provisions, the Association shall, to the extent the alleged liability is not covered by insurance, indemnify any individual acting in any official capacity on behalf of the Association.

ARTICLE XI

RECORDING AND AMENDMENTS

Section 1. These By-Laws shall not be recorded, nor need any amendment thereof.

Section 2. These By-Laws may be amended, at a regular or special Meeting of the Members, by a vote of a majority of a quorum of voting Members present in person or by proxy at a Meeting called for that purpose or through a mailed ballot process.

Section 3. In the case of any conflict between the Articles of Incorporation and these By-Laws, the By-Laws shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XII

MISCELLANEOUS

Section 1. **Notices.** Unless specifically provided otherwise in the Declaration or these By-Laws, all notices required to be given by or to the Association, the Board of Directors, the Association Officers or the Owners or Occupants shall be in writing and shall be effective upon hand delivery, mailing if properly addressed with postage prepaid and deposited in the United States mail; or, if the Association has complied with all requirements as to electronic transmission (per Chapter 317A) by electronic transmission.

Section 2. **Severability.** The invalidity or unenforceability of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 3. **Captions.** The Captions herein are inserted only as a matter of convenience and for reference and in no way limit or proscribe the scope of these By-Laws or the intent of any provision hereof.

Section 4. **Waiver.** No restriction, condition, obligation or provision contained in these By-laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 5. **No Corporate Seal.** The Association shall have no corporate seal.

Section 6. **Fiscal Year.** The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty--first (31st) day of December of every year.

The undersigned Secretary of Holland Neighborhood Town Home Association, Inc., being first duly sworn on oath, hereby swears and certifies, pursuant to the applicable provisions of the original By-Laws, that this instrument has been duly approved by the Board of Directors and the Members in accordance with the provisions of the By-Laws.

Barbara L. Hahn

Barbara Huber
Secretary

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

Subscribed and sworn to before me, a Notary Public, this 9th day of JUNE, 2021, by Barbara Huber, the Secretary of The Holland Neighborhood Townhome Association Inc., a Minnesota non-profit corporation.

Notary Public

