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July 30, 2018

Ramsey County Property Records
Recorder and Registrar of Titles
P.O. Box 64099
St. Paul, MN 55164

Re: Tudor Oaks Condominium Association, Inc.
Our File No. 20160153.000 – General Matters

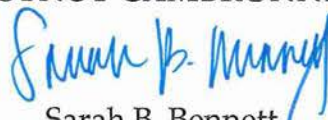
Dear County Recorder:

Enclosed for recording please find an Amended and Restated Declaration and an Amended and Restated Bylaws for Tudor Oaks Condominium Association, Inc., together with a check in the amount of \$92.00 which represents your recording fee. Please record both of the enclosed documents against the real property described in Exhibit A to the Amended and Restated Declaration.

We thank you in advance for your assistance in this matter. Should you have any questions, please contact the undersigned.

Very truly yours,

CHESTNUT CAMBRONNE PA


Sarah B. Bennett

SBB/tab
Enclosures

cc: Tudor Oaks Condominium Association, Inc.

(Above Space Reserved for Recording Data)

CONDOMINIUM NO. 114

A CONDOMINIUM

TUDOR OAKS CONDOMINIUM

AMENDED AND RESTATED DECLARATION

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TUDOR OAKS CONDOMINIUM

AMENDED AND RESTATED DECLARATION

This Amended and Restated Declaration (the "Declaration") of Tudor Oaks Condominium is made, effective on the date of recording hereof, by the Tudor Oaks Condominium Association, Inc. (the "Association"), a Minnesota nonprofit corporation, with the approval of the required number of Owners (defined herein) as required by the Original Declaration (defined herein).

RECITALS

1. That certain Declaration entitled "Condominium No. 114, Declaration of a Flexible Condominium, Tudor Oaks" together with Exhibits attached thereto and together with the Site Plan, Floor Plan and Bylaws was filed for record in the Office of the Recorder in and for Ramsey County, Minnesota, as Document No. 2089532; and

2. The following Amendments to Declaration was subsequently adopted and filed for record in the Office of the Recorder of Ramsey County, Minnesota under the document number indicated:

<u>Amendments to Declaration</u>	<u>Document No.</u>
First Amended Declaration of a Flexible Condominium	2094337
Second Amended Declaration of a Flexible Condominium	2101240
Third Amended Declaration of a Flexible Condominium	2106415
Fourth Amended Declaration of a Flexible Condominium	2108350
Amendment to the Declaration of a Flexible Condominium	3815262

(the Declaration recorded in the Office of the Recorder of Ramsey County, Minnesota, as Document No. 2089532 as amended by the foregoing amendments to the Declaration as set forth in this Recital are collectively herein the "Original Declaration"); and

3. The Original Declaration established a plan for the use, operation, maintenance, and preservation of the real estate described in **Exhibit A** attached hereto (the "Property"); and

4. The Association and the Owners desire to provide for the preservation of the residential character, value, architectural style, and architectural uniformity of the Property, and for the maintenance of open spaces and other Common and Limited Common Elements of Tudor Oaks Condominium; and

8. The Association and the Owners desire to amend and restate the Original Declaration in accordance herewith, and to subject the Property to the conditions, restrictions, easements, charges, and liens set forth herein, pursuant to the requirements and procedures prescribed by the Original Declaration and Minnesota Statutes, Chapter 515B, known as the Minnesota Common Interest Ownership Act (the "Act"), including specifically Minnesota Statutes, Section 515B.2-118, and

9. The Property (i) is not subject to an ordinance referred to in Section 515B.1-106 of the Act, governing conversions to common interest ownership; (ii) is not subject to a master association under the Act; and (iii) does not include any shoreland, as defined in Minnesota Statutes, Section 103F.205.

NOW, THEREFORE, the Association, with the written approval of Owners representing seventy-five percent (75%) of the Fractional Votes in the Association, as set forth in the attached **Exhibit C**, hereby declares that (i) this Declaration shall constitute covenants to run with the Property, and that the Property and all real estate that may be annexed thereto shall be subject to the Act as the condominium known as "Tudor Oaks Condominium," and shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth herein, all of which shall be binding upon all Persons owning or acquiring any right, title, or interest therein and their heirs, personal representatives, successors, and assigns; and (ii) the Original Declaration is hereby amended and restated, and superseded in its entirety, by this Declaration upon the recording of this Declaration.

SECTION 1 DEFINITIONS

The following words, when used in the Governing Documents shall have the following meanings (unless the context indicates otherwise):

1.1 "Act" means Minnesota Statutes, Chapter 515B, known as the Minnesota Common Interest Ownership Act.

1.2 "Apartment Unit" means dwelling units separately designated and legally described estates in fee simple absolute, as shown on the Floor Plans for Tudor Oaks Condominium.

1.3 "Assessments" means all assessments and other amounts levied or assessed by the Association pursuant to this Declaration and the Act, including, without limitation, annual Assessments, special Assessments, and limited Assessments.

1.4 "Association" means Tudor Oaks Condominium Association, Inc., a Minnesota nonprofit corporation created under Minnesota Statutes, Chapter 317A, whose members consist

of all Owners, and is an owners association which is contemplated by Section 515B.3-101 of the Act.

1.5 "Board" means the Board of Directors of the Association as provided for in the Bylaws.

1.6 "Building" means each structure which is or becomes a part of the Property and which contains Apartment Units and Garage Units.

1.7 "Bylaws" means the Amended Bylaws governing the operation of the Association as amended or supplemented from time to time.

1.8 "City" means Shoreview, Minnesota.

1.9 "Common Elements" means all parts of the Property except the Units, including all improvements thereon.

1.10 "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation, including, but not limited to, Assessments and other items specifically identified as Common Expenses in this Declaration or the Bylaws.

1.11 "County" means Ramsey County, Minnesota.

1.12 "Eligible Mortgagees" shall mean any Person owning a mortgage on any Unit, which mortgage is first in priority upon foreclosure to all other mortgages that encumber such Unit and which mortgagee has requested the Association, in writing, to notify it regarding any proposed action which requires approval by a specified percentage of Eligible Mortgagees.

1.13 "Garage Unit" means garage units separately designated and legally described estates in fee simple absolute, as shown on the Floor Plans for Tudor Oaks Condominium. No Apartment Unit shall be purchased, conveyed or otherwise transferred without the purchase, conveyance or transfer of the Garage Unit appurtenant to the same, and no Garage Unit shall be purchased, conveyed or transferred separately from such Apartment Unit.

1.14 "Governing Documents" means this Declaration, the Articles of Incorporation and Amended Bylaws of the Association and the Rules and Regulations, as amended from time to time, all of which shall govern the use and operation of the Property.

1.15 "Limited Common Elements" means a portion of the Common Elements allocated by the Plat, or by the Declaration or by operation of Section 515B.2-109 of the Act for the exclusive use of one or more than one Unit, but fewer than all of the Units. The Limited Common Elements are further defined in Section 3.2, below.

1.16 "Member" means a Person who is a member of the Association by reason of being an Owner as defined in this Declaration. The words "Owner" and "Member" may be used interchangeably in the Governing Documents.

1.17 "Occupant" means any person, other than an Owner, in possession of or residing in a Unit.

1.18 "Owner" means a Person who owns a Unit, but excluding a contract for deed vendor, the holder of a reversionary interest, the holder of a remainder interest in a life estate, a mortgagee, and any other secured party within the meaning of Section 515B.1-103(31) of the Act. The term "Owner" includes, without limitation, a contract for deed vendee and a holder of a life estate.

1.19 "Perimeter Wall" means any wall, door, or window separating one Apartment Unit or one Garage Unit from another or from the Common Elements. A perimeter wall, except for that part thereof included in an Apartment Unit or Garage Unit, is part of the Common Elements.

1.20 "Person" means a natural individual, corporation, limited liability company, partnership, limited liability partnership, trustee, or other legal entity capable of holding title to real property.

1.21 "Plat" means the Condominium Plat and Floor Plans for Condominium No. 114 Tudor Oaks Condominium, prepared in accordance with Minnesota Statutes, Sections 515.01 through 515.29 of the Minnesota Condominium Act, as part of Document No. 2089532, together with any amended or supplemental Plat and Floor Plans created and recorded from time to time prior to the date hereof pursuant to the applicable requirements of the Minnesota Condominium Act or after the date hereof pursuant to the Act.

1.22 "Property" means collectively all of the real property submitted and subjected to this Declaration, including all structures and improvements located thereon. The Property is legally described in **Exhibit A** attached hereto.

1.23 "Residential Use" means a use as a dwelling, whether primary, secondary or seasonal, but not transient use such as hotels or motels.

1.24 "Rules and Regulations" means the Rules and Regulations of the Association as approved from time to time pursuant to Section 5.6.

1.25 "Unit" means a part of the Property consisting of one Apartment Unit and one Garage Unit appurtenant to such Apartment Unit, as set forth on **Exhibit A** attached hereto, together with the Limited Common Elements exclusively serving that Apartment Unit and Garage Unit and the percentage of undivided interest in the Common Elements which are appurtenant to an Apartment Unit and its Garage Unit. Unit is further defined in Section 2 below.

Any terms used in the Governing Documents, and defined in the Act and not in this Section, shall have the meaning set forth in the Act. References to section numbers in this Declaration shall refer to sections of this Declaration, unless otherwise indicated.

SECTION 2

DESCRIPTION OF UNITS AND UNIT BOUNDARIES

2.1 Units. There are thirty-six (36) Units, all of which are restricted to residential use. Each Unit constitutes a separate parcel of real estate. No additional Units may be created by the subdivision or conversion of Units pursuant to Section 515B.2-112 of the Act; however, Units may be altered or combined as provided in the Act. The Unit identifiers and locations of the Units are as shown on the Plat, which is incorporated herein by reference.

2.2 Apartment Units. The boundaries of each Apartment Unit shall be measured from the interior of the Perimeter Walls, surface of the floor and the inner decorated surfaces of the ceiling, but shall not include any pipes, wires, conduits, or other utility lines or services utilized for or serving another Apartment Unit. Such Apartment Unit shall include non-supporting walls, partitions and ceilings which are contained entirely within said Apartment Unit as well as inner decorated and/or furnished surfaces of the Perimeter Walls, including plaster, sheet rock, paint, wallpaper, floor tile and floor and ceiling coverings.

2.3 Garage Units. Each Garage Unit shall be measured from the interior of the Perimeter Walls, the interior surface of the roof and the surface of the floor of such Garage Unit, but shall not include any pipes, wires, conduits or other utility lines or services utilized or serving another Garage Unit or Apartment Unit.

2.4 Easements. The Units and the Common Elements shall be subject to and benefited by the easements described in Section 12.

SECTION 3

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

3.1 Common Elements. The Common Elements and their characteristics are as follows:

3.1.1 All portions of the Property not included within the Units constitute Common Elements. The Common Elements include those parts of the Property designated as Common Elements in this Declaration, on the Plat, or in the Act.

3.1.2 The Common Elements shall be subject to (i) certain easements as described in this Declaration and on the Plat, and any other easements recorded against the Common Elements; (ii) the rights of Owners and Occupants in Limited Common Elements appurtenant to their respective Units; and (iii) the right of the Association to establish reasonable Rules and Regulations governing the use of the Property.

3.1.3 Except as otherwise expressly provided in the Governing Documents, (i) no improvement, modification, construction, or change of the Common Elements shall take place by an Owner or Occupant without prior written authorization by the Board and

(ii) all maintenance, repair, replacement, improvement, management, and operation of the Common Elements shall be the responsibility of the Association except as set forth in other provisions of this Declaration.

3.1.4 Common Expenses for the maintenance, repair, replacement, management, and operation of the Common Elements shall be assessed and collected from the Owners in accordance with Section 6 and other provisions of this Declaration.

3.2 Limited Common Elements. The Limited Common Elements are those parts of the Common Elements reserved for the exclusive use of the Owners and Occupants of the Units to which they are allocated, as described in this Declaration, the Plat, and the Act. The rights to the use and enjoyment of the Limited Common Elements are automatically conveyed with the conveyance of such Units. The Limited Common Elements are described and allocated to the Units as follows:

3.2.1 Those items or areas designated as Limited Common Elements on the Plat or by the Act are allocated as indicated therein.

3.2.2 Pursuant to Section 515B.2-109(d) of the Act, and except as otherwise indicated on the Plat, improvements, if any, such as shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, decks, patios, perimeter doors and windows, and their frames, excluding exterior window sills, constructed as part of the original construction to serve a single Unit or more than one Unit, and replacements and modifications thereof authorized pursuant to Section 8, located wholly or partially outside the Unit boundaries, are Limited Common Elements allocated exclusively to each Unit which they serve.

3.2.3 Pursuant to Section 515B.2-109(c) of the Act, if any chute, flue, duct, wire, pipe, conduit, bearing wall, bearing column, or any other fixture or improvement serving fewer than all units lies partially within and partially outside the boundaries of a Unit or Units served, any portion thereof serving only that Unit or Units is a Limited Common Element allocated solely to that Unit or Units, and any portion thereof serving any portion of the Common Elements is a part of the Common Elements.

3.2.4 Private apron located immediately in front of Garage Units.

3.2.5 Patios.

3.2.6 Balconies, including the structural components of the Balconies.

3.2.7 Air conditioning pad.

3.2.8 Hallways, corridors and stairs.

SECTION 4

ASSOCIATION MEMBERSHIP: RIGHTS AND OBLIGATIONS

Membership in the Association and the allocation of each Unit of a portion of the votes in the Association and a portion of the Common Expenses of the Association shall be governed by the following provisions:

4.1 Membership. Each Owner shall be a Member of the Association solely by virtue of Unit ownership, and the membership shall be automatically transferred with the conveyance of the Owner's interest in the Unit. No Apartment Unit shall be purchased, conveyed or otherwise transferred without the purchase, conveyance or transfer of the Garage Unit appurtenant to the same, and no Garage Unit shall be purchased, conveyed or transferred separately from such Apartment Unit. The Owner's membership shall automatically terminate when the Owner's ownership of the Unit terminates. When more than one Person is an Owner of a Unit, each such Person shall be a Member, but multiple ownership of a Unit shall not increase the voting rights allocated to such Unit nor authorize the division of the voting rights.

4.2 Voting, Common Expenses, and Undivided Interests. Undivided interests in the Common Elements, voting rights, and Common Expense obligations are allocated among the Units as follows:

4.2.1 The undivided interests in the Common Elements shall be allocated to the Units based upon the percentages set forth in **Exhibit B** attached hereto.

4.2.2 Voting rights are allocated equally among the Units.

4.2.3 Subject to Section 6.4, Common Expense obligations are allocated equally among the Units.

4.3 Appurtenant Rights and Obligations. The ownership of a Unit shall include the voting rights and Common Expenses obligations described in Section 4.2. The rights and obligations, and the title to the Units, shall not be separated nor conveyed separately. Any conveyance, encumbrance, judicial sale, or other transfer of any interest in a Unit, which is separate from the title to the Unit, shall be void. The allocation of the rights and obligations described in this Section 4 may not be changed, except in accordance with the Governing Documents and the Act.

4.4 Authority to Vote. The Owner, or some natural Person designated to act as proxy on behalf of the Owner and who need not be an Owner, may cast the vote allocated to such Owner's Unit at meetings of the Association; provided, that if there are multiple Owners of a Unit, only the Owner or other Person designated pursuant to the provisions of the Bylaws may cast such vote. The voting rights of Owners are more fully described in Section 3 of the Bylaws.

SECTION 5 ADMINISTRATION

The administration and operation of the Association and the Property, including but not limited to the acts required of the Association, shall be governed by the following provisions:

5.1 General. The operation and administration of the Association and the Property are governed by the Governing Documents, the Rules and Regulations, and the Act. Subject to Section 5.2 and the rights of the Owners set forth in the Governing Documents and the Act, the Association is responsible for the operation, management, and control of the Property and shall have all powers described in the Governing Documents, the Act, and the statute under which the Association is incorporated. Power and authority exercisable by the Association shall be vested in the Board, unless action or approval by the individual Owners is specifically required by the Governing Documents or the Act. All references to the Association shall mean the Association acting through the Board, unless specifically stated to the contrary.

5.2 Operational Purposes. The Association shall operate and manage the Property for the purposes of (i) administering and enforcing the covenants, restrictions, easements, charges, and liens set forth in the Governing Documents and the Rules and Regulations, (ii) maintaining, repairing, and replacing those portions of the Property for which it is responsible, and (iii) preserving the value and the exterior architectural character of the Property.

5.3 Binding Effect of Actions. All agreements and determinations made by the Association in accordance with the Governing Documents or the Rules and Regulations shall be binding upon all Owners and Occupants, and their lessees, guests, heirs, personal representatives, successors, and assigns, and all secured parties as defined in the Act.

5.4 Bylaws. The Association shall have Bylaws. The Bylaws govern the operation and administration of the Association and shall be binding upon all Owners and Occupants.

5.5 Management. The Board may delegate to a manager or managing agent the management duties imposed upon the Association's officers and directors by the Governing Documents and the Act; provided, however, that such delegation shall not relieve the officers and directors of the ultimate responsibility for the performance of their duties as prescribed by the Governing Documents and by law.

5.6 Rules and Regulations. The Board shall have exclusive authority to approve and implement such reasonable Rules and Regulations as it deems necessary from time to time for the purpose of operating and administering the affairs of the Association and regulating the use of the Property; provided that the Rules and Regulations shall not be inconsistent with the Governing Documents or the Act. The inclusion in other parts of the Governing Documents of authority to approve Rules and Regulations shall be deemed to be in furtherance, and not in limitation, of the authority granted by this Section. New or amended Rules and Regulations shall be effective only after reasonable notice thereof has been given to the Owners.

5.7 Association Assets; Surplus Funds. All funds and real or personal property acquired by the Association shall be held and used for the benefit of the Owners for the purposes stated in the Governing Documents. Surplus funds remaining after payment of or provision for Common Expenses and reserves shall be credited against future Assessments or credited to reserves, or any combination thereof, as determined by the Board.

5.8 Resale Disclosure Certificates. Pursuant to Section 515B.4-107 of the Act, in the event of a resale of a Unit by an Owner, that Owner shall furnish to the purchaser a resale disclosure certificate containing the information required by Section 515B.4-107(b) of the Act. Pursuant to Section 515B.4-107(d) of the Act, the Association, within ten days (or such other relevant time period provided in the Act) after a request by and Owner or the Owner's authorized representative, shall furnish the resale disclosure certificate. The Association may charge a reasonable fee for furnishing the resale disclosure certificate and any documents related thereto.

SECTION 6 ASSESSMENTS

6.1 General. Assessments shall be determined and assessed against the Units by the Board, in its discretion; subject to the requirements and procedures set forth in this Section 6, and the requirements of the Bylaws. Assessments shall include annual assessments under Section 6.2, and may include special assessments under Section 6.3 and limited allocation assessments under Section 6.4. Annual and special assessments shall be allocated among the Units equally, in accordance with the allocation formula set forth in Section 4.2, except that the costs of insurance may be assessed in proportion to risk or coverage. Limited allocation assessments under Section 6.4 shall be allocated to Units as set forth in that Section.

6.2 Annual Assessments. Annual assessments shall be established and levied by the Board, subject only to the limitations set forth hereafter. Except for the variations authorized by Section 6.4, and except for premiums on insurance carried by the Association, the increase in the annual Assessment for any fiscal year shall not exceed the ten percent (10%) of the previous years' annual Assessment unless the increase is approved by the vote of at least fifty-one percent (51%) of those Owners voting on the Assessment increase proposal, in person or by proxy, at a meeting called for that purpose, or voting by mail approve said increase. Each annual assessment shall cover all of the anticipated Common Expenses of the Association for that year. Annual assessments shall be payable in equal monthly installments. Annual assessments shall provide, among other things, for an adequate reserve fund for the replacement of the Common Elements and those parts of the Units for which the Association is responsible to replace.

6.3 Special Assessments. In addition to annual assessments, and subject to the limitations set forth hereafter, the Board may levy in any assessment year a special assessment against all Units equally in accordance with the allocation formula set forth in Section 4.2. Special assessments must be used only for the purpose of defraying in whole or in part the cost of any unforeseen or unbudgeted Common Expense. Notwithstanding the foregoing, any special assessment shall be subject to approval by the vote of fifty-one percent (51%) of those Owners voting, in person or by proxy, at a meeting called for that purpose, pursuant to Section 4 of the

Bylaws. Special assessments do not include assessments under Sections 6.4, paragraphs (a) through (h), or insurance premiums, which may be made and assessed at the discretion of the Board.

6.4 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. Any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element undertaken by the Association may be assessed exclusively against the Unit or Units to which that Limited Common Element is assigned, on the basis of (i) equality, (ii) square footage of the area being maintained, repaired or replaced, or (iii) the actual cost incurred with respect to each Unit.
- b. Any Common Expense or portion thereof benefiting fewer than all of the Units may be assessed exclusively against the Units benefited, on the basis of (i) equality, (ii) square footage of the area being maintained, repaired or replaced, or (iii) the actual cost incurred with respect to each Unit.
- c. 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.
- d. 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, the Act, or the Rules and Regulations, against an Owner or Occupant or their guests, shall be assessed against the Owner's Unit, and the same shall be treated in the same manner as assessments under Section 6.2, above.
- e. Fees, charges, late charges, fines and interest may be assessed as provided in Section 515B. 3-116(a) of the Act, and the same shall be treated in the same manner as assessments under Section 6.2, above.
- f. Assessments levied under Section 515B.3-116 of the Act to pay a judgment against the Association may be levied only against the Units existing at the time the judgment was entered, in proportion to their Common Expense liabilities.
- g. If any damage to the Common Elements or another Unit is caused by the 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 Unit to the extent not covered by insurance.

- h. 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.
- i. If Common Expense obligations are reallocated for any purpose authorized by the Act, Common Expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.

Assessments under Subsections 6.4 (a)-(g) may be a part of, or in addition to, annual or special assessments as described in Sections 6.2 or 6.3.

6.5 Liability of Owners for Assessments. The obligation of an Owner to pay assessments shall commence at the later of (i) the time at which the Owner acquires title to the Unit, or (ii) the due date of the first assessment levied against the Unit by the Board. The Owner at the time an assessment is payable with respect to the Unit shall be personally liable for the share of the amounts levied per this Section 6, against such Unit. Such liability shall be joint and several where there are multiple Owners of the Unit. The liability is absolute and unconditional. No Owner is exempt from liability for payment of his or her share of amounts levied per this Section by right of set-off, by waiver of use or enjoyment of any part of the Property, by absence from or abandonment of the Unit, by the waiver of any other rights, or by reason of any claim against the Association or its officers, directors or agents, or for their failure to fulfill any duties under the Governing Documents or the Act. The Association may invoke the charges, sanctions and remedies set forth in Section 13, in addition to any remedies provided elsewhere in the Governing Documents, the Rules and Regulations, or set forth in law, for the purpose of enforcing its rights hereunder, and the attorneys' fees and costs incurred by the Association shall be treated as an assessment under this Section.

6.6 Assessment Lien. The Association has a lien on a Unit for any assessment levied against that Unit from the time the assessment becomes due under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due. Fees, charges, late charges, fines and interest charges imposed by the Association pursuant to Section 515B.3-102(a)(10), (11) and (12) of the Act are liens, and are enforceable as assessments, under this Section. Recording of the Declaration constitutes record notice and perfection of any lien under this Section, and no further recordation of any notice of or claim for the lien is required. The release of the lien shall not release the Owner from personal liability unless agreed to in writing by the Association.

6.7 Foreclosure of Lien; Remedies. A lien for assessment levied against a Unit may be foreclosed against a Unit under the laws of the State of Minnesota (i) by action, or (ii) by advertisement in a like manner as a mortgage containing a power of sale for the foreclosure of the mortgage by advertisement. The Association, or its authorized representative, shall have the power to bid at the foreclosure sale. The Association shall have the power to acquire, hold, lease, mortgage and convey any Unit so acquired. The Owner and any other Person claiming an

interest in the Unit, by the acceptance or assertion of any interest in the Unit, grants to the Association a power of sale and full authority to accomplish the foreclosure by action or by advertisement. The Association shall, in addition to its other remedies, have the right to pursue any other remedy at law or in equity against the Owner who fails to pay any assessment or charge against the Unit.

6.8 Lien Priority: Foreclosure. A lien under this Section is prior to all other liens and encumbrances on a Unit except (i) liens and encumbrances recorded before the Declaration, (ii) any first mortgage on the Unit, (iii) liens for real estate taxes and other governmental assessments or charges against the Unit. Notwithstanding the foregoing, if (i) a first mortgage on a Unit is foreclosed, (ii) the first mortgage was recorded on or after the date of the recording of this Declaration, and (iii) no Owner redeems during the Owner's period of redemption provided by Minnesota Statutes Chapters 580, 581 or 582, then the holder of the sheriff's certificate of sale from the foreclosure of the first mortgage shall take title to the Unit subject to unpaid assessments levied pursuant to Sections 515B.3-1151(a), (e)(1) to (3), (f) and (i) of the Act which became due, without acceleration, during the six months immediately preceding the first day following the end of the Owner's period of redemption.

6.9 Voluntary Conveyances; Statement of Assessments. In a voluntary conveyance of a Unit the buyer shall not be personally liable for any unpaid assessments and other charges made by the Association against the seller or the seller's Unit prior to the time of conveyance to the buyer, unless expressly assumed by the buyer. However, any assessments which are past due as of the date of conveyance shall be paid as of said date, and the lien of such assessments shall remain against the Unit until satisfied or released. Any seller or buyer shall be entitled to a statement, in recordable form, from the Association setting forth the amount of the unpaid assessments against the Unit, including all assessments payable in the Association's current fiscal year, which statement shall be binding on the Association, seller and buyer.

SECTION 7 RESTRICTIONS ON USE OF PROPERTY

All Owners and Occupants, and all secured parties, by their acceptance or assertion of an interest in the Property, or by their occupancy of a Unit, covenant and agree that, in addition to any other restrictions which may be imposed by the Act or the Governing Documents, the occupancy, use, operation, alienation, and conveyance of the Property shall be subject to the following restrictions:

7.1 General. The Property shall be owned, conveyed, encumbered, leased, used, and occupied subject to the Governing Documents and the Act, as amended from time to time. All covenants, restrictions, and obligations set forth in the Governing Documents are in furtherance of a plan for the Property, and shall run with the Property and be a burden and benefit to all Owners and Occupants and to any other Person acquiring or owning an interest in the Property, their heirs, personal representatives, successors, and assigns.

7.2 Subdivision or Conversion Prohibited. A Unit shall not be subdivided or converted by the Owner of the Unit into two or more Units, Limited Common Elements, Common Elements, or any combination thereof. Except as permitted by the Act, no part of the Common Elements may be subdivided, partitioned, or converted.

7.3 Residential Use. The Units shall be used by Owners and Occupants and their guests exclusively as private, single family residential dwellings, and not for transient, hotel, commercial, business or other non-residential purposes except as provided in Section 7.4. The number of occupants per Dwelling shall be restricted in accordance with the Minnesota State Building Code as adopted and amended by Ramsey County and the City of Shoreview and any standards acceptable under the Fair Housing Amendments Act of 1988. Any lease of a Unit for a period of less than thirty (30) days, or any occupancy which includes any services customarily furnished to hotel guests, shall be presumed to be for transient purposes.

7.4 Business Use Restricted. No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted in any Unit or the Common Elements; except (i) an Owner or Occupant residing in a Unit may keep and maintain a home occupation in such Unit and handle matters relating to such business by telephone or correspondence therefrom, provided that such uses are incidental to the residential use, do not involve physical alteration of the Unit visible from the exterior, are in compliance with all government laws, ordinances and regulations, and do not involve any observable business activity such as signs, advertising displays, regular deliveries, increased parking on the Common Elements or increased pedestrian or vehicular traffic to and from the Unit over and through the Common Elements by customers or employees (e.g., care facility for third-parties), and (ii) the Association may maintain offices on the Property for management and related purposes. The Board may, but need not, grant waivers of these restrictions for occasional neighborhood events such as garage sales.

7.5 Non-Owner Occupancy Restrictions. It is deemed to be in the long term best interests of the Association and the Owners that all Units be purchased and used for Owner-occupancy. Therefore, consistent with that objective and except as set forth herein, the Association is placing a cap on the number of Units which may be Non-Owner Occupied at one time to six (6) of the total Units. At the time of adoption, there are believed to be three (3) Non-Owner Occupied Units (not including relative occupied Units, as described in Section 7.5.4(a)).

7.5.1 Definitions. The following provisions shall apply to the occupancy and leasing of the Units:

- a. Effective Date: The date this Amendment is recorded in the Ramsey County Recorder's Office.
- b. Eligibility Requirements:
 1. The requirement that the Owner of a Unit, defined below, must continuously occupy a Unit as the Owner's

principal/primary residence for two (2) consecutive years for the same to be eligible to become Non-Owner occupied, subject to the 6-Unit Cap/Non-Owner Occupancy limitations. Said Eligibility Period also shall apply to Owners of a Grandfathered Unit, described below, who re-occupy said Grandfathered Unit and/or who sell or convey said Unit; and

2. The requirement that a Unit's account be current at the time the Owner applies for the right to lease, and, thereafter, must remain current, not being more than thirty (30) days delinquent during the time the Unit is being leased. Should the account be delinquent more than thirty (30) days, the right to lease terminates and shall give rise to the Association's right to evict said tenants for occupying a Unit not entitled to be leased.
- c. Grandfathered Unit: A Unit which is Non-Owner Occupied at the Effective Date, and whose Owner has provided to the Association written evidence of the Non-Owner Occupancy, such as a written lease, if the occupancy be by a tenant or, if not a tenancy, such other written evidence proving the Non-Owner Occupancy was in existence on or before Effective Date, including driver's licenses, tax returns, utility statements, etc., in the name of the Non-Owner Occupant. Said information must be provided to the Association within 20 days of the Effective Date for the Unit to be considered a Grandfathered Unit. These Units do NOT include Units described in Section 7.5.4, below.
 - d. 6-Unit Cap: The number of total Units which may be Non-Owner Occupied at any one time, and at which point no additional Units may become Non-Owner occupied, absent a written waiver being granted by the Board. These Units do NOT include Units described in Section 7.5.4.
 - e. Lease, leasing, and leased: The terms lease, leasing (or other variations of the term "lease"), as used in this Amendment and the Declaration, are given their ordinary meaning and are deemed to also mean "rent," "renting," and "rented" (or other variations of the term "rent"). Money need not change hands for occupancy to be considered a lease or Non-Owner occupancy. Except as set forth below for Grandfathered Units, an unrecorded Contract for Deed will be considered as a lease until it is recorded.

- f. Non-Owner Occupant: An occupant who does not have any ownership interest in a Unit. If a Unit is owned other than by a natural person (such as a corporation, partnership, limited liability company, or trust), that Unit is deemed to be Non-Owner occupied unless the person occupying that Unit owns at least a twenty-percent (20%) interest of that entity owning the Unit, and, who also is director, officer, partner, member, or the holder of an equivalent position of that entity/Owner, or, in the case of a trust owning a Unit, the person is a trustee, grantor, or beneficiary of the trust.
- g. Non-Owner Occupied Unit: A Unit that is occupied by a Non-Owner Occupant and is not occupied by at least one Owner of that Unit. These Units do NOT include Units described in Section 7.5.4 below.
- h. Owner-Occupied or Owner Occupied Unit: A Unit which is being occupied by an Owner thereof as the Owner's principal, primary residence, evidenced by the Owner claiming the same as the Owner's homestead, receiving mail at said address, the Owner's driver's license showing said address, and prior and current years' tax returns showing this address as the Owner's primary principal address. If a Unit is owned by other than a natural person (such as a corporation, partnership, limited liability company, or trust), that Unit is deemed to be Owner occupied if the person occupying that Unit owns at least a twenty-percent (20%) interest of that entity/Owner, and, is director, officer, partner, member, or the holder of an equivalent position, of that entity/Owner, or, in the case of a trust owning a Unit, the person is a trustee, grantor, or beneficiary of the trust.

7.5.2 Eligibility for Units to become Non-Owner Occupied prior to 5-Unit Cap met. If the 6-Unit Cap has not been met, before a Unit may change from being an Owner-Occupied Unit or a vacant Unit to a Non-Owner Occupied Unit, the Owner thereof must demonstrate said Owner has met the Eligibility Requirements, described above.

7.5.3 Prohibition of Units being Non-Owner Occupied Units after the 6-Unit Cap is met. If the 6-Unit Cap has been met, no additional Units may be Non-Owner Occupied unless either an exception applies in accordance with subsection 7.5.4, below, or, the Board has granted a temporary waiver of this provision in accordance with subsection 7.5.7 below. If a waiver has not been granted or an exception does not apply, then the Unit either must remain Owner-Occupied or be vacant.

7.5.4 Exceptions to the 6-Unit Cap. The following circumstances shall not be considered Non-Owner Occupied Units, and shall not be counted toward the 6-Unit Cap:

- a. Relatives. The only Non-Owner Occupants are the Owner's child(ren), parent(s), grandchild(ren) or grandparents or spouse(s). No other persons may occupy said Unit other than the Owner;
- b. Co-Tenancy with Owner. A Unit in which the Owner is occupying the Unit as the Owner's primary/principal residence (meaning not absent longer than 3 consecutive weeks) and is occupying the Unit with another individual who occupies the entire Unit (as opposed to leasing just a room, floor, etc.) as said individual's principal residence;
- c. Lender in Possession. A lender in possession of a Unit following a foreclosure proceeding and only for as long as the existing tenant must be allowed to continue such tenancy under Section 504B.285. Thereafter, the Unit will be subject to the Eligibility Requirements and the 6-Unit cap; and
- d. Association Owned Unit. The Association in possession of any Unit following foreclosure or following redemption as a junior lien creditor from a mortgage foreclosure.

7.5.5 Grandfathered Units and Permitted Non-Owner Occupied Units. Except as set forth in Section 7.5.6, below, a Grandfathered Unit and/or a Unit with permission to be Non-Owner Occupied shall cease to be such, and thereafter be subject to the 6-Unit Cap and the Eligibility Requirements upon the earlier of any of the following events occurring:

- a. Such time as such Owner either sells any interest in such Owner's Unit through the use of a Contract for Deed (recorded or unrecorded) or otherwise conveys any interest in the title to the Unit or loses title involuntarily (e.g., mortgage foreclosure or cancellation of a contract for deed) to a third party;
- b. Such owner dies; or
- c. Such Owner re-occupies the Unit as the Owner's personal dwelling.

7.5.6 Certain Transfers During Non-Owner Occupancy. Once an Owner is allowed to have the Owner's Unit become Non-Owner Occupied, the Unit may continue as such until the earlier of one of the events enumerated in Section 7.5.5 above occurs at which point it again will be subject to the 6-Unit Cap and the Eligibility Requirements.

However, none of the following types of transfers will affect the status of either a Grandfathered Unit or a Unit with permission to be Non-Owner Occupied as remaining as such during the original Owner's lifetime:

- a. A transfer by an individual Owner as of the Effective Date or as of the date permission is given to be a Non-Owner Occupied Unit into joint tenancy with said Owner, or from a joint tenancy into just said Owner's name, as part of the Owner's estate plan;
- b. A transfer by an individual Owner as of the Effective Date or as of the date permission is given to be a Non-Owner Occupied Unit to a trust, created as part of an Owner's estate plan, in which said Owner either is the trustee of the Trust or is a beneficiary thereof during the Owner's life;
- c. a transfer by an individual Owner as of the Effective Date or as of the date permission is given to be a Non-Owner Occupied Unit to a corporate entity, like a corporation, partnership, or limited liability company, provided said Owner retains 100% ownership of such entity, either individually, or shares ownership thereof with said individual Owner's child(ren), parent(s), grandchild(ren), or spouse. Provided, however, if any other party holds any interest in the entity, this provision shall not apply; and
- d. a transfer by a corporate Owner as of the Effective Date or as of the date permission is given to be a Non-Owner Occupied Unit to another corporate entity provided the ownership structure of the new entity is identical to the structure of said corporate Owner as of the Effective Date or as of the date permission is given to be a Non-Owner Occupied Unit.

The intent is to allow Owners of Grandfathered Units or Units permitted to be Non-Owner Occupied to effectuate estate planning, without having the act itself qualify as an event enumerated under Section 7.5.5. However, when any of the events enumerated in Section 7.5.5 do occur, the Unit no longer will be considered to be a Grandfathered Unit or a Unit with permission to be Non-Owner occupied. For example, an Owner dies, having placed the Unit into a trust before the Owner's death, or having executed a Transfer on Death Deed. Upon such Owner's death, the Unit no longer will be considered to be a Grandfathered Unit or one with permission to be Non-Owner Occupied.

7.5.7 Board's Discretion. In the event the 6-Unit Cap has been met, the Board of Directors may, in its sole discretion and upon criteria it establishes, whether generally or on a case by case basis, grant a temporary waiver of the 6-Unit Cap to the Owner of a Unit and grant permission to said Owner to have the Owner's Unit be Non-Owner

Occupied Unit for a period it deems appropriate. By way of example only, permission to waive the provisions of this Section may be granted upon said Unit Owner being: transferred by the Owner's employer, accepted for an out-of-state educational program, the Owner being placed in a medical or long-term care facility (upon written proof of the required stay), the Owner is or becomes a member of the United States military services and is transferred out of the Minneapolis/St. Paul area by reason of active military service. In granting such waiver, the Board shall consider whether the Eligibility Requirements have been met and may impose additional conditions upon the Non-Owner Occupancy, including but not limited to advance payment of monthly assessments, and/or evidence of the reasons supporting the request for the waiver, or evidence that the Unit is listed for sale, etc.

7.5.8 Mandatory Obligations for all Non-Owner Occupied Units. The following conditions apply to all Non-Owner Occupied Units, including Units described in Section 7.5.4, above:

- a. Owner shall provide to the Association Owner's contact information, including Owner's address, telephone number(s) and email address(es), and any changes thereto, and of the name(s) of his, her, or its tenant(s), and contact information such as telephone numbers and/or email addresses;
- b. The Non-Owner Occupancy or lease arrangement permitted by this Section shall be in writing and shall provide that the terms of the occupancy/tenancy are subject in all respects to the provisions of this Declaration, the Bylaws and Articles of Incorporation of the Association and to any rules and regulations established by the Board of Directors (hereafter "Governing Documents"). Even if the terms of said occupancy has not been reduced to writing, the occupancy is subject to the terms of this Section, including, but not limited to the Association's right to evict, as set forth in Section 7.5.9, below;
- c. Any Non-Owner Occupancy or lease arrangement permitted by this Section shall contain the agreement of the occupant/lessee to be bound by the terms of such Governing Documents and shall provide that any failure by the occupant/lessee to comply with the terms of such documents or rules shall be a default under the occupancy or lease or rental agreement, entitling the Association to evict the Non-Owner Occupant/tenants. Even if such agreement is not in writing, the Association shall have the right to evict said Non-Owner Occupant in accordance with Section 7.5.9, below;

- d. A Non-Owner Occupied Unit shall not be leased for a period of less than six (6) months;
- e. A Non-Owner Occupied Unit shall not be subleased;
- f. Every lease shall be in writing;
- g. If the Non-Owner Occupied Unit is to be leased, the Association shall receive from the Owner of the Non-Owner Occupied Unit the following prior to occupancy:
 - 1. A copy of the fully-signed lease (and all amendments, modifications, renewals, or extensions thereof);
 - 2. A copy of each then current license, permit, or similar document (if any be required) issued by the City of Shoreview, Minnesota (the "City") to the Owner of the Non-Owner Occupied Unit and which the City requires that Owner to have as a condition of the leasing;
 - 3. A copy of a then current rental registration form that has been completed and submitted by the Owner to the City;
- h. The Non-Owner Occupied Unit shall not be leased or occupied for transient or hotel purposes (any occupancy which less than 7 days or includes services customarily furnished to hotel guests, shall be presumed to be for transient or hotel purposes);
- i. Unless the Unit is a Grandfathered Unit, any **Unrecorded** contract for deed will be considered to be a lease and subject to the provisions of this Section until and unless the Contract for Deed is recorded with the Ramsey County Recorder's office against the applicable Unit, in which event the vendee thereafter will be considered as the Owner of the Unit, and the Unit shall be considered a Unit subject to the provisions of this Section (the 6-Unit Cap and Eligibility Requirements). For Grandfathered Units which are entitled to continue to be Non-Owner Occupied, use of an Unrecorded Contract for Deed will be treated as a conveyance of the Unit, resulting in the Unit no longer qualifying as a Grandfathered Unit. The vendee thereof will be subject to the Eligibility Requirements and 6-Unit cap restriction, as will the vendor thereof, should the Contract for Deed be cancelled.

7.5.9 Violations/Fines and Evictions. In addition to all other remedies available to the Association under the Governing Documents, the following remedies are available to the Association with regard to the Non-Owner Occupied Units (including Grandfathered Units and Units described in Section 7.5.4):

- a. In addition to the ability to fine the Unit/Owner in accordance with the provisions of the governing documents and statute, if, at any time, the Board of Directors determines that a violation of a law, ordinance, rule, or other governmental regulation, or of the Governing Documents or the applicable occupancy agreement or lease has been committed by an Owner or by the Non-Owner Occupant/lessee of a Unit, (this includes Owners allowing the Owner's Unit to be a Non-Owner Occupied Unit without permission, or after the Unit no longer is eligible to be Non-Owner Occupied in violation of this Section), the Board of Directors may send a written notice to the Owner of said Unit demanding that the Owner commence eviction proceedings against all Non-Owner Occupants/lessees in the Unit. That written notice shall reasonably describe the violation and shall demand that the Owner commence the eviction proceedings within ten (10) days from the date of the notice. The eviction proceedings shall be deemed to be commenced at the time the Owner files with the Ramsey County Housing/District Court, Second Judicial District, State of Minnesota, a complaint (the "Complaint") requesting the eviction of the lessees from the Unit;
- b. In the event the Owner does not commence the eviction proceedings in a timely manner or fails to proceed with a commenced eviction action, the Board of Directors may, in addition to all other remedies available to the Association under the Governing Documents, impose a fine against the Owner (which may, at the discretion of the Board of Directors, be on a periodic basis, such as a per day fine for each day after the expiration of that time period), and continuing until such time as the Owner commences the eviction proceedings or until such time as the Non-Owner Occupants/lessees have vacated the Unit. Upon the commencement of the eviction proceedings, the Owner shall immediately thereafter provide to the Association the Complaint and the corresponding summons;
- c. In the event that the Owner does not commence the eviction proceedings in a timely manner or fails to proceed with a commenced eviction action, the Association, through legal counsel, on behalf of the Association, shall have the independent

authority to commence and prosecute the eviction proceedings, i.e., bring an eviction proceeding against the Non-Owner Occupants/lessees in the Owner's place. Each Owner hereby authorizes and appoints the Board of Directors of the Association as the attorneys-in-fact of that Owner for the commencement and prosecution of such eviction proceedings in the name of the Association and/or on behalf of each such Owner. The Board of Directors, in its sole discretion, shall have the authority and right to determine whether an Owner or Non-Owner Occupant/lessee of the Unit has caused a violation contemplated by this Section; and

- d. Fines assessed by the Association for violation of these provisions will start at \$500.00, and may go as high as \$250.00 per day of continued violation, provided the Association complies with its governing documents and statute which require it to provide the Owner an opportunity to be heard before the actual assessment of the initial fine.
- e. The Owner shall be responsible for all attorney's fees and costs incurred by the Association as a result of such violation by an Owner or lessee of the Unit and incurred by the Association to pursue the Association's authority and remedies under this Section, and any other provision of this Declaration, irrespective of whether court action is instituted. Such attorney's fees and costs shall be the personal obligation of that Owner to the Association and shall be a lien in favor of the Association and against the Unit being leased by that Owner.

7.5.10 Rules and Regulations. Notwithstanding anything to the contrary herein, the Board of Directors of the Association shall have the right to allow waivers of the provisions of this Section in its absolute discretion in appropriate circumstances. The Board of Directors shall make Rules and Regulations from time to time implementing the provisions of this Section, including but not limited to assessing fines for any violation of this Section or any violation of such Rules and Regulations regarding the rental or leasing of Units that may be adopted by the Board of Directors and establish waiting list criteria. Waiting list rules shall include the requirement that a Unit be current in its assessments, provide for a period of time in which an Owner must start leasing a Unit should less than 6 Units be Non-Owner Occupied, and provide that should an Owner be unable to lease his/her Unit within said period, the opportunity shall be lost and given to the next Owner on the list, with the prior Owner moving to the bottom of said list.

7.5.11 Airbnb, Transient or Hotel Purposes Prohibited. Airbnb, HomeAway, VRBO and other types of home sharing, home rentals, and home exchanges, whether deemed a rental or a business **is strictly prohibited**, regardless of the duration or other

circumstances. Owners violating this prohibition will be subject to significant fines which will start at \$1,000.00, and may go as high as \$250.00 per day of continued violation in addition to any other actions the Association may take.

7.6 Delegation of Use. Subject to the restrictions set forth in Section 7.5, an Owner may delegate, in accordance with the Governing Documents, the Owner's right of use and enjoyment of the Unit to Persons occupying or utilizing the Unit pursuant to a legal right of possession; provided, that such Persons shall be subject to the Governing Documents and the Rules and Regulations. If lessees, or other Persons other than the Owner or the Owner's family, have been given the legal right to possess the Owner's Unit, then those Persons shall have the right to use any common recreational facilities, parking and other amenities on the Property in lieu of the Owner and the Owner's family.

7.7 Storage and Parking. Personal property may not be stored, displayed or otherwise left outside the Units, except as authorized by the Board. The walkways, common hallways, stairways and entrances, driveways and portions of the Common Elements (if any) used for access to and from the Units, may not be obstructed, or used for storage, activities or any purpose other than access and authorized parking. Garage Units and other parking areas on the Property shall be used only for parking of vehicles owned or leased by Owners and Occupants and their guests, the storage of personal property that is not hazardous or a nuisance, and such other incidental uses as may be authorized in writing by the Association. The "driveway" immediately in front of each Garage Unit door is reserved for the exclusive use of the Owner or Occupant of the Garage Unit. Except for emergency repairs, repairs or adjustments to motor vehicles may only be conducted within an Owner's or Occupants' Garage Unit. Garage Units shall not be used for living quarters, and shall not be converted to other uses or used for storage or other purposes which would prevent the parking of an automobile or similar vehicle in each of the Garage Units. The use of garages, driveways, and other parking areas on the Property, and the types of vehicles and personal property permitted thereon, shall be subject to further regulation by the Association, including without limitation, the right of the Association to tow illegally parked vehicles or to remove unauthorized personal property, at the Owner's expense.

7.8 Pets. No animal may be bred, or kept or maintained for business or commercial purposes, anywhere on the Property. However, subject to the previous restriction, the Board shall have the exclusive authority to prohibit, or to allow and regulate, by Rules and Regulations, the keeping of animals on the Property; provided, that the Association may only permit dogs, cats, small birds, small fish, and other animals generally recognized as common domestic household pets. This authority may be exercised so as to permit or prohibit different types of animals, but those animals which are permitted (if any) shall be limited to common domestic house pets such as dogs, cats, fish, birds and the like. The word "animal" shall be construed in its broadest sense and shall include all living creatures except plants and humans.

7.9 Signs and Personal Property. The erection, keeping, or use of signs on any part of a Unit that is visible from the exterior, shall be subject to review and regulation as provided in Section 8.

7.10 Quiet Enjoyment; Interference Prohibited. All Owners and Occupants and their guests shall have a right of quiet enjoyment in their respective Units, subject to the rights of other Owners and Occupants to reasonable use of their respective Units and the usual and customary sounds generated thereby given the multi-family, apartment-style structure of a Building. Taking into consideration the nature of a Building structure, Owners and Occupants and their guests shall use and occupy the Property in such a manner as will not cause a nuisance or disturbance, nor unduly restrict, interfere with, or impede the use and quiet enjoyment of the Property by other Owners and Occupants and their guests.

7.11 Conformance with Law. No use shall be made of the Property which would violate any then existing municipal codes or ordinances, or state or federal laws, nor shall any act or use be permitted which could cause waste to the Property, cause a material increase in insurance rates on the Property, or otherwise cause any unusual liability, health or safety risk, or expense, for the Association or any Owner or Occupant.

7.12 Alterations. Alterations, changes, improvements, repairs, or replacements of any type, temporary or permanent, structural, decorative, or otherwise (collectively referred to as "alterations"), shall not be made, nor caused or allowed to be made, by any Owner or Occupant, or by a guest or invitee of an Owner or Occupant, in any part of the Common Elements, or in any part of the Unit which affects the Common Elements or another Unit, or which is visible from the exterior of the Unit, without the prior written authorization of the Board, a committee appointed by it, or the members of the Association, as provided in Section 8. The Board, or the appointed committee if so authorized by the Board or members of the Association, shall have authority to establish reasonable criteria and requirements for alterations, and shall judge whether the criteria are satisfied.

7.13 Time Shares Prohibited. The time share form of ownership, or any comparable form of lease, occupancy rights, or ownership which has the effect of dividing the ownership or occupancy of a Unit into separate time or use periods, is prohibited.

7.14 Access to Units. In case of emergency, the Units and Limited Common Elements are subject to entry, without notice and at any time, by an officer or member of the Board of the Association, by the Association's management agents, or by any public safety personnel. Such entry is also authorized for maintenance purposes under the conditions prescribed in Section 9 and 12 and for enforcement purposes under Section 13.

7.15 Smoking Restriction. Smoking is prohibited on the Property, including but not limited to, the Units, Common Elements and indoor and outdoor Limited Common Elements. No Owner shall smoke, or permit smoking by any Occupant, agent, tenant, invitee, guest, friend or relative. Smoking in violation of this Section 7.15 shall be a violation of the Declaration and shall be deemed a nuisance under the Governing Documents. Any Owner who currently leases their Unit or otherwise allows someone other than the Owner to reside within or occupy the Unit shall disclose to any such persons that smoking is prohibited on the Property. Any Owners selling their Unit or listing their Unit for sale shall disclose to their real estate agent (if applicable) and any prospective purchaser about the smoking restriction contained in this Section

7.15. Any Owners who purchased their Units prior to the recording of this Declaration, and any tenants who occupied a Unit prior to the recording of this Declaration, may continue to smoke in their Unit until the Unit is sold, or for a tenant, until the end of the lease term. Upon termination of a smoking tenant's lease, the restrictions contained in this Section 7.15 shall apply to any new lease permitted pursuant to this Declaration, for either the existing tenant or for a new tenant, and smoking shall not be permitted. Upon the conveyance of title to a Unit owned or occupied by a smoker, the Unit shall be subject to the restrictions on smoking set forth in this Section 7.15 and smoking shall not be permitted.

- a. For the purpose of this Section 7.15, the term "Smoking" refers to the meaning defined pursuant to Minn. Stat. § 144.413, subd. 4 and means inhaling or exhaling smoke from any lighted cigar, cigarette, pipe, or any other lighted tobacco or plant product. Smoking also includes carrying a lighted cigar, cigarette, pipe, any lighted tobacco or plant product intended for inhalation. To the extent that Minn. Stat. § 144.413, subd. 4 is further amended, any statutory amendments shall be incorporated herein by reference without the need to further amend this Declaration.

SECTION 8 ARCHITECTURAL STANDARDS

8.1 Restrictions on Alterations. One of the purposes of this Declaration is to ensure that those parts of 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 Property:

- a. Except as expressly provided in this Section 8, 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 Dwelling or any other part of a Unit which is visible from the exterior of the 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 of Directors or by a committee appointed by it for such purposes. Nothing in this Section shall be construed to violate the Telecommunications Act of 1996, or any regulations or regulations promulgated under the Telecommunications Act of 1996, or as any of the foregoing are amended.
- b. The Board may appoint an architectural committee 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 shall 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 Units, (ii) comparable or better quality of materials as used in existing improvements on the Property, (iii) ease of maintenance and repair of the improvement, (iv) adequate protection of the 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, if material. 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 Unit or the Common Elements shall create an appurtenant easement for such encroachment in favor of the Unit with respect to which the alterations are approved; notwithstanding any contrary requirement in the Governing Documents or the Act. A file of the resolutions approving all alterations shall be maintained permanently as a part of the Association's records.

8.2 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, shall be submitted to the Board of Directors at least 60 days prior to the projected commencement of construction. No alterations shall be commenced prior to approval.
- b. The Board of Directors shall give the Owner written notice of approval or disapproval. If the Board of Directors fails to approve or disapprove within 60 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.

8.3 Remedies for Violations. The Association may undertake any measures, legal or administrative, to enforce compliance with this Section and shall be entitled to recover from the

Owner causing or permitting the violation all attorneys' fees and costs of enforcement, whether or not a legal action is started. Such attorneys' fees and costs shall be a lien against the Owner's Unit and a personal obligation of the Owner. In addition, the Association shall have the right to enter the Owner's Unit and to restore any part of the Unit to its prior condition if any alterations were made in violation of this Section, pursuant to Section 7.14 of this Declaration. The cost of any such restoration shall be a personal obligation of the Owner and a lien against the Owner's Unit.

8.4 Hold Harmless. The Owner who causes an alteration to be made, regardless of whether the alteration is approved by the Board, shall be solely responsible for the construction standards and specifications relating to the alteration, and the construction work. The Owner, and not the Association, is responsible for determining whether any alteration is in violation of any restrictions imposed by any governmental authority having jurisdiction over the Property. The Owner shall hold the Association harmless and indemnify the Association, and its officers and directors, from and against any expenses, claims, damages, losses or other liabilities, including without limitation attorneys' fees and costs of litigation, arising out of (i) any alteration which violates any governmental laws, codes, ordinances or regulations, (ii) the adequacy of the specifications for construction of the alterations, and (iii) the construction of the alterations.

8.5 Antennas. The Association shall adopt guidelines as to where antennas or satellite dishes may be installed within a Unit, or within designated areas of the Limited Common Elements allocated to a Unit, as permitted by applicable federal law. Such installation shall be subject to all governmental laws, codes, and ordinances, including any limit on the height of antennas. The Board shall have authority to impose further, reasonable requirements relating to the installation maintenance and repair of antennas or satellite dishes at the Property, as consistent with law, including, but not limited to, the size and number of antennas and satellite dishes that may be installed, the location thereof and the camouflage of the same, so as not to interfere with other Owners use and enjoyment of similar areas.

SECTION 9 MAINTENANCE

9.1 Maintenance by Association. The Association, at its expense, shall be responsible for the maintenance, repair and replacement (collectively "maintenance") of all portions of the Common Elements, except as specifically excluded herein, including:

- a. Building exteriors and roofs, foundation, structural slabs, plumbing, wiring, ducting or other utility systems (except for portions of such systems within and servicing a Unit);
- b. Mowing, trimming, watering and other care of grass, trees, and other plants, and the Association shall have the right to draw water from exterior water taps metered to the Association;

- c. Maintenance of walks, driveway aprons, driveways, hallways, stairs and walkways, including snow removal therefrom, garbage and trash removal, underground utility lines;
- d. All incidental damage caused to a Unit by such work as may be done or caused to be done by the Association in accordance herewith; and
- e. Maintenance of all Limited Common Elements.

9.2 Unit Owner Maintenance. The Unit Owner is responsible as follows:

- a. To maintain, at such Unit Owner's expense, all interior doors; appliances; heating and air conditioning systems; hot water heaters, plumbing, ducting and wiring within such Owner's Unit; parquet, tile, carpeting, finish flooring and other floor coverings; light fixtures; plumbing fixtures; decorating; and all other portions of the Unit except the portions of each to be maintained by the Association;
- b. To perform his or her responsibilities in such manner as not to unreasonably disturb other persons residing within the Property or cause expense to the Association;
- c. To promptly report to the Association any defect or need for repairs, the responsibility for remedying of which is that of the Association; and
- d. Not to make any changes within a Unit which would affect the structural support thereof or utility services serving other Units unless the written consent of the Board of Directors is first obtained.

In addition, the Association may undertake any maintenance of a Unit which the responsible Owner fails to or improperly performs, and charge the Owner for the cost thereof. Such cost shall be a personal obligation of that Owner and be assessed against that Owner's Unit. The Board may require that the Owners perform their maintenance obligations pursuant to and in accordance with procedures, standards, guidelines, and criteria established by the Association from time to time (such procedures, standards, guidelines, and criteria may include, but are not limited to, the type, style, manufacturer, size, color and quality of materials used in the maintenance, the time frame within which such maintenance shall be accomplished, the qualifications of each contractor performing the maintenance, and the insurance coverages and types of insurance to be carried by such contractors).

9.3 Damage Caused by Owner or Others/Condition in a Unit. Notwithstanding any provision to the contrary in this Declaration, if, in the judgment of the Association, the need for maintenance of any part of the Property is caused by the willful or negligent act or omission of an Owner or Occupant, or of a guest of an Owner or Occupant, or by a condition in a Unit (whether or not the Owner or Occupant has willfully or negligently allowed such condition to

exist), the Association may cause such damage or condition to be repaired or corrected (and enter upon any Unit to do so). The cost of the repair or correction may be assessed by the Association against the Unit in which such condition exists or which is owned or occupied by such Owner or such Occupant, and shall be the personal obligation of that Owner and be a lien against that Owner's Unit.

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

9.5 Trash/Recycling Removal. The Association has the authority to contract with one or more than one provider for the removal and disposal of trash and other solid wastes, and for the removal of recyclable materials, for all of the Units. All charges imposed by each such provider shall be a Common Expense, whether or not such services are actually utilized by an Owner or an Occupant. In the event that any Owner or Occupant requests any additional services not covered by the basic costs charged by each such provider, the Association may assess the costs of those additional services to the Unit owned by that Owner or occupied by that Occupant and charge those costs to the Owner of that Unit.

9.6 Utilities Paid by the Association. The Association shall pay as a Common Expense any utility charges for water and sewer for the Common Elements. At the Association's discretion, the Association may pay as a Common Expense any utility charges for water and sewer for the Units.

9.7 Utilities Paid by Unit Owner. Except as is otherwise the responsibility of the Association as described in Section 9.6 herein, Unit Owners shall be solely responsible for electricity, gas or any other utilities metered directly to individual Units.

SECTION 10 INSURANCE

10.1 Required Coverage. The Association shall obtain and maintain, at a minimum, one or more than one master policy of insurance in accordance with the insurance requirements set forth in the Act and the additional requirements set forth herein issued by one or more than one reputable and generally acceptable insurance company authorized to do business in the state of Minnesota, as follows:

- a. Property insurance in broad form covering all risks of physical loss in an amount equal to one hundred percent of the insurable "replacement cost" of the Property, exclusive of: (i) deductibles; and (ii) land, footings, excavation and other items normally excluded from coverage (but including all Building

service equipment and machinery). Notwithstanding the foregoing, the Association, at its sole discretion, may or may not insure any or all of the following items: ceiling and wall finishing materials, floor coverings, cabinetry, finished millwork, electrical or plumbing fixtures serving a single Unit, built-in appliances, improvements and betterments regardless of when installed, and any items referred to in Section 515B.3-113(b)(i) through (vii) of the Act. The policy or policies shall cover personal property owned by the Association. The policy or policies shall also contain "Inflation Guard" and "Agreed Amount" endorsements, if reasonably available. Such policy or policies shall include such additional endorsements, coverages, and limits with respect to the foregoing and other hazards as may be required from time to time by the regulations of the Federal Home Loan Mortgage Corporation ("FHLMC"), and the Federal Housing Administration ("FHA"), the U.S. Department of Veterans Affairs ("VA"), or the U.S. Department of Housing and Urban Development ("HUD") as a precondition to their insuring, purchasing, or financing a mortgage on a Unit, but only if such additional endorsements, coverages, and limits are reasonably and economically available. The Board may also, on behalf of the Association, enter into binding written agreements with a mortgagee, loan insurer or loan servicer, including without limitation HUD, FHA, VA, FNMA, or FHLMC, 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 Elements, with minimum limits of one million dollars per occurrence, against claims for death, bodily injury, property damage, and such other risks as are customarily covered by such policies for projects similar in construction, location and use to the Property. The policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner or Occupant because of negligent acts of the Association or other Owners or Occupants. The policy shall include such additional endorsements, coverages and limits with respect to such hazards as may be required by the regulations of HUD, FHA, VA, FNMA, or FHLMC as a precondition to their insuring, purchasing, or financing a mortgage on a Unit, but only if such additional endorsements, coverages, and limits are reasonably and economically available.
- 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.
- d. Flood insurance, if Tudor Oaks Condominium is located within an area which has been officially identified by HUD or any other appropriate federal agency as having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program or comparable federal flood insurance program. Such flood insurance shall have the minimum

coverages established or directed by HUD or the appropriate federal flood insurance program.

- e. Workers' Compensation insurance as applicable and required by law.
- f. Directors and officers' liability insurance with such reasonable limits and coverages as the Board shall determine from time to time.
- g. 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; Deductibles. Except as provided in Section 6.4, all insurance premiums shall be assessed and paid as part of an annual Assessment. If improvements and betterments to the Units are covered by the Association's property insurance, any increased cost may be assessed against the Units affected. The Association may, in the case of a claim for damage to one or more than one Unit, (i) pay the deductible amount as a Common Expense, (ii) assess the deductible amount against one or more than one Unit affected in any reasonable manner, or (iii) require the Owners of one or more than one Unit 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. Notwithstanding anything to the contrary in this Section 10, the Association may, in the case of claim against the Association's property insurance, assess the deductible amount against all of the Units equally in the event that the deductible amount is calculated by the insurance company based upon the percentage of the value or cost (replacement or otherwise) of one or more than one Unit or Building.

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 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, if practicable, that:

- a. Each Owner and secured party is an insured Person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association.
- b. The insurer waives its right to subrogation under the policy against any Owner or member of the Owner's household and against the Association and member of the Board.
- c. The coverage shall not be voided by or conditioned upon (i) any act or omission of an Owner or mortgagee, unless acting within the scope of

authority on behalf of the Association, or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

- d. If at the time of a loss under the policy there is another insurance in the name of an Owner covering the same property covered by the policy, the Association's policy is primary.

10.5 Cancellation; Notice of Loss. All policies of property insurance and commercial general liability insurance maintained by the Association shall provide that the policies shall not be canceled or substantially modified, for any reason, without at least thirty days prior written notice to the Association, the insureds, and to all secured parties holding first mortgages on Units.

10.6 Restoration in Lieu of Cash Settlement. Property insurance policies maintained by the Association shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable (i) without the prior written approval of the Association (or any insurance trustee) or (ii) when in conflict with provisions of any insurance trust agreement to which the Association may be a party, or any requirement of law.

10.7 No Contribution. All policies of insurance maintained by the Association shall be the primary insurance where there is other insurance in the name of the Owner covering the same property, and may not be brought into contribution with any insurance purchased by Owners or the mortgages.

10.8 Owner's Personal Insurance. Each Owner **shall** obtain and maintain at all times additional personal insurance coverage (commonly known as "gap coverage", an "HO-6" policy, or "loss assessment") at his or her own expense covering (i) fire and other casualty to all portions of the Owner's Unit not covered by the Association's property insurance, (ii) the Owner's personal property, (iii) the Owner's personal liability, and (iv) the insurance deductibles under the Association's insurance that may be allocated to the Owner's Unit by the Association. All 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. Upon request by the Association, an Owner shall provide to the Association a copy of the certificate(s) of insurance coverage evidencing the insurance required by this Section 10.8.

SECTION 11

RECONSTRUCTION, CONDEMNATION, EMINENT DOMAIN, AND TERMINATION

11.1 Reconstruction. The obligations and procedures for the repair, reconstruction or disposition of the Property following damage to or destruction thereof shall be governed by the Act. Any repair or reconstruction shall be substantially in accordance with the plans and

specifications of the Property as initially constructed and subsequently improved. Notice of substantial damage or destruction shall be given pursuant to Section 16.9 of this Declaration.

11.2 Condemnation and Eminent Domain. In the event of a taking of any part of the Property by condemnation or eminent domain, the provisions of the Act shall govern provided that (i) the Association shall be the attorney-in-fact to represent the Owners in any related proceedings, negotiations, settlements or agreements and (ii) that any awards or proceeds shall be payable to the Association for the benefit of the Owners and the mortgagees of the affected Units. Eligible Mortgagees shall be entitled to priority for condemnation or eminent domain awards in accordance with the priorities established by the Act and the Governing Documents, as their interests may appear.

11.3 Termination and Liquidation. The termination of the common interest community and the distribution of any proceeds therefrom, shall be governed by the Act. Any distribution of funds shall be based upon the value of the Units as determined by their relative value for property insurance purposes, and shall be made to Owners and their mortgage holders, as their interests may appear, as provided in the Act.

11.4 Notice. The Association shall give written notice of any condemnation proceedings or substantial destruction of the Property to the Eligible Mortgagees pursuant to Section 16.9.

11.5 Association's Authority. In all cases involving reconstruction, condemnation, eminent domain, termination or liquidation of the common interest community, the Association shall have authority to act on behalf of the Owners in all proceedings, negotiations and settlement of claims. All proceeds shall be payable to the Association to hold and distribute for the benefit of the Owners and their mortgage holders, as their interests may appear, in accordance with the Act.

SECTION 12 EASEMENTS

The following appurtenant easements and rights are hereby granted, conveyed, dedicated, and reserved on, over, under and across the Property as applicable.

12.1 Access Easements. Each Unit and the Owners and Occupants thereof shall be the beneficiaries of an easement for access to a public roadway on or across those portions of Common Elements or property owned by the Association designated for use as roadways or walkways, subject to any restrictions authorized by, or set forth in, the Governing Documents.

12.2 Use and Enjoyment Easements. Each Unit and the Owners and Occupants thereof shall be the beneficiaries of easements for non-exclusive use and enjoyment on and across the Common Elements, and for exclusive use and enjoyment of any Limited Common Elements allocated to the Unit, subject to any restrictions authorized by, or set forth in the Governing Documents or the Rules and Regulations.

12.3 Structural Support Easements. Each Unit shall be subject to and be the beneficiary of perpetual, non-exclusive easements for structural support in all walls, columns, joists, girders, and other structural components located in another Unit or the Common Elements.

12.4 Recorded Easements. The Property shall be subject to, or benefited by, such other easements as may be recorded against it or otherwise shown on the Plat. Any recorded easement benefiting or burdening the Property shall be construed in a manner consistent with, and not in conflict with, the easements created by this Declaration.

12.5 Easement for Encroachments. Each Unit and the Common Elements, and the rights of the Owners and Occupants therein, shall be subject to an exclusive easement for encroachments in favor of the adjoining Units for fireplaces, walls, roof overhangs, air conditioning systems, decks, balconies, porches, patios, utility installations, and other appurtenances (i) which are part of the original construction of the adjoining Unit or the Property, or (ii) approved by the Association, the Board, or a committee established by the Board, pursuant to the terms of the Original Declaration, or (iii) which are added in compliance with Section 8. If there is a minor encroachment by a Unit upon another Unit as a result of the construction, reconstruction, repair, shifting, settlement, or movement of any part of the Property, an appurtenant easement for the encroachment, for the use, enjoyment, and habitation of any encroaching Unit, and for the maintenance thereof, shall exist; provided, that with respect to improvements or alterations added pursuant to Section 8, no easement shall exist unless the improvement or alteration has been approved and the proposed improvements constructed, as required by this Declaration. Such easements shall continue for as long as the encroachment exists and shall not affect the marketability of title. This easement for encroachments shall also include an easement for the maintenance and use of the encroaching improvements.

12.6 Easement for Maintenance, Repair, Replacement, and Reconstruction. Each Unit, and the rights of the Owners and Occupants thereof, and the Common Elements, shall be subject to, and be benefited by, nonexclusive easements in favor of the Association and its management agents, its employees, and its contractors for the maintenance, repair, replacement, and reconstruction of the Common Elements, the Units, and utilities serving the Units, to the extent necessary to fulfill the Association's obligations under the Governing Documents and to the extent necessary to allow the Association to exercise its authority under the Governing Documents and the Act. Each Owner shall afford to the Association and its management agents and employees, access at reasonable times and upon reasonable notice, to and through the Owner's Unit and its Limited Common Elements for maintenance, repair, and replacement; provided, that access to the Unit and its Limited Common Elements may be had without notice and at any time in case of emergency.

12.7 Utility Easements. The Common Elements and the Units shall be subject to and benefited by nonexclusive easements in favor of the City, the Association and all utility companies and other service providers for the installation, use, maintenance, repair and replacement of all utilities, services, and common operating systems, such as natural gas, electricity, telephone, cable TV, internet and other electronic communications, water, sewer, and similar services, irrigation systems, fire control systems and other common operating systems,

and metering and control devices, which exist, which are constructed as part of the development of the Property, which are approved by the City, which are approved by the Association under authority contained in the Governing Documents or the Act, or which are described or referred to in the Plat, this Declaration, or other recorded instruments. Each Unit, and the rights of the Owners and Occupants thereof, shall also be subject to and be benefited by a non-exclusive easement for all utilities, services, and systems serving the Unit. Utilities and related services or systems shall be installed, used, maintained, and repaired so as not to interfere with the use and quiet enjoyment of the Units by the Owners and Occupants, nor affect the structural or architectural integrity of the Units or Common Element improvements.

12.8 Emergency Access to Units. In case of emergency or perceived threat to public health or safety, all Units and Limited Common Elements are subject to an easement in favor of the Association for access, without notice and at any time, by an officer or member of the Board, by the Association's management agents, or by any public safety personnel.

12.9 Project Sign Easements. The Common Elements shall be subject to appurtenant, exclusive easements in favor of the Association for the continuing use, maintenance, repair, and replacement of all monument signs (if any) identifying Tudor Oaks Condominium, installed at any time, and related decorative improvements on the Common Elements.

12.10 Easements are Appurtenant. All easements and similar rights burdening or benefiting a Unit or any other part of the Property run with the land, and shall be permanent, subject only to termination in accordance with the Act or the terms of the easement. Any recorded easement benefiting or burdening the Property shall be construed in a manner consistent with, and not in conflict with, the easements created by this Declaration.

12.11 Impairment Prohibited. The Association shall not, and no Person shall, materially restrict or impair, or interfere with, any easement benefiting or burdening the Property, any use of the Property intended by an easement, or any equipment or improvements relating to the easement, subject to this Declaration and the right of the Association to impose reasonable Rules and Regulations governing the use of the Property. No personal property shall be placed within, or any improvement or alteration of the Property shall be made to, any easement area benefiting or burdening the Property which shall interfere in any manner with the easements described in this Declaration.

12.12 Benefit of Easements. Subject to Section 7.6, all easements benefiting a Unit shall benefit the Owners and Occupants of the Unit, and their families, guests, and invitees.

12.13 Continuation and Scope of Easements. Notwithstanding anything in this Declaration to the contrary, no Owner or Occupant shall be denied reasonable access to his or her Unit or the right to utility services thereto. The easements set forth in this Section 12 shall supplement and not limit any easements described elsewhere in this Declaration or recorded, and shall include reasonable access to the easement areas through the Units and the Common Elements for purposes of maintenance, repair, replacement, and reconstruction. All easement

rights shall include a right of reasonable access to maintain, repair, and replace utility lines and related equipment.

12.14 No Public Easement Rights. No grant, dedication, or creation of an easement under this Declaration shall constitute a dedication of the easement area or the use thereof to the public, it being the intent of this Declaration that the Common Elements be and remain private property subject to operation and regulation by the Association, and that the Units be and remain private property subject to operation and regulation by the respective Owners thereof and/or the Association, as applicable, all in compliance with the Governing Documents.

12.15 Restriction on Third Party Easement Grants. Except for the Board in the exercise of its authority granted by the Governing Documents, no Person shall create, grant, or convey any easement or comparable rights upon any portion of the Property without the prior written approval of the Board; provided, that the Board may authorize an Owner to grant an easement over the Owner's Unit or limited common element if (i) the easement will not adversely affect the Common Elements or another Unit and (ii) the easement is consistent with the overall design and plan for the Property as approved by the City.

SECTION 13 COMPLIANCE AND REMEDIES

Each Owner and Occupant, and any other Person owning or acquiring any interest in the Property, shall be governed by and comply with the provisions of the Act, the Governing Documents, the Rules and Regulations, and such amendments thereto as may be made from time to time, and the decisions of the Association. A failure to comply shall entitle the Association to the relief set forth in this Section, in addition to the rights and remedies authorized elsewhere by the Governing Documents and the Act.

13.1 Entitlement to Relief. The Association may commence legal action to recover sums due, for damages, for injunctive relief or to foreclose a lien owned by it, or any combination thereof, or an action for any other relief authorized by the Governing Documents or available at law or in equity. Legal relief may be sought by the Association against any Owner to enforce compliance with the Governing Documents, the Rules and Regulations, the Act or the decisions of the Association. Owners may also enforce compliance with the Governing Documents, the Rules and Regulations, or the Act by a private legal action, independent of this Section of the Declaration. However, no Owner may withhold any assessments payable to the Association, or take (or omit) other action in violation of the Governing Documents, the Rules and Regulations or the Act, as a measure to enforce such Owner's position, or for any other reason.

13.2 Sanctions and Remedies. In addition to any other remedies or sanctions, expressed or implied, administrative, in equity or at law, the Association shall have the right, but not the obligation, to implement any one or more of the following actions against Owners and

Occupants and/or their guests, who violate the provisions of the Governing Documents, the Rules and Regulations or the Act:

- a. Commence legal action for damages or equitable relief in any court of competent jurisdiction.
- b. Impose late charges as determined by the Board, for each past due assessment or installment thereof, and interest at up to the highest rate permitted by law.
- c. In the event of default of more than 30 days in the payment of any assessment or installment thereof, all remaining installments of assessments assessed against the Unit owned by the defaulting Owner may be accelerated and shall then be payable in full if all delinquent assessments, together with all costs of collection and late charges, are not paid in full prior to the effective date of the acceleration. Ten days advance written notice of the effective date of the acceleration shall be given to the defaulting Owner.
- d. Impose reasonable fines, penalties or charges for each violation of the Act, the Governing Documents or the Rules and Regulations of the Association.
- e. Suspend utilities provided through or by the Association, eviction of a tenant, and suspend the rights of any Owner or Occupant and their guests to use any Common Element amenities, provided, that this limitation shall not apply to Limited Common Elements or deck, balcony, porch or patio easements appurtenant to the Unit, and access to the Unit. Such suspensions shall be limited to periods of default by such Owners and Occupants in their obligations under the Governing Documents, and for up to 30 days thereafter, for each violation.
- f. Restore any portions of the Common Elements or Limited Common Elements damaged or altered, or allowed to be damaged or altered, by any Owner or Occupant or their guests in violation of the Governing Documents, and to assess the cost of such restoration against the responsible Owners and their Units.
- g. Enter any Unit or Limited Common Element in which, or as to which, a violation or breach of the Governing Documents exists which materially affects, or is likely to materially affect in the near future, the health or safety of the other Owners or Occupants, or their guests, or the safety or soundness of any Unit or other part of the Property or the property of the Owners or Occupants, and to summarily abate and remove, at the expense of the offending Owner or Occupant, any structure, thing or condition in the Unit or Limited Common Elements which is causing the violation provided, that any improvements which are a part of a Unit may be altered or demolished only pursuant to a court order or with the agreement of the Owner.
- h. Foreclose any lien arising under the provisions of the Governing Documents or under law, in the manner provided by the Act.

13.3 Rights to Hearing. Before the imposition of any of the remedies authorized by Section 13.2.d., e., f. or g. of this Section, the Board shall, upon written request of the offender, grant to the offender an opportunity for a fair and equitable hearing as contemplated by the Act. The offender shall be given notice of the nature of the violation and the right to request a hearing in writing, and at least ten (10) days within which to request a hearing in writing. The hearing shall be scheduled by the Board and held within thirty (30) days of the Board's receipt of the written hearing request, and with at least ten (10) days prior written notice to the offender. If the offender fails to request a hearing or appear at the hearing, then the right to a hearing shall be waived and the Board may take such action as it deems appropriate. The decision of the Board and the rules for the conduct of hearings established by the Board shall be final and binding on all parties. The Board's decision shall be delivered in writing to the offender within (10) ten days following the hearing, if not delivered to the offender at the hearing.

13.4 Lien for Charges, Penalties, Etc. Any assessments, charges, fines, expenses, penalties or interest imposed under this Section shall be a lien against the Unit of the Owner or Occupant against whom the same are imposed, and are the personal obligation of such Owner in the same manner and with the same priority and effect as assessments under Section 6. The lien shall attach as of the date of imposition of the remedy, but shall not be final as to violations for which a hearing is held until the Board makes a written notice following the hearing. All remedies shall be cumulative, and the exercise of, or failure to exercise, any remedy shall not be deemed a waiver of the right to pursue any others.

13.5 Costs of Proceeding and Attorneys' Fees. With respect to any collection measures, or any measures or action, legal, administrative, or otherwise, which the Association takes to enforce the provisions of the Act, Governing Documents or Rules and Regulations, whether or not finally determined by a court or arbitrator, the Association may assess the violator and his or her Unit with any expenses incurred in connection with such enforcement, including without limitation fines or charges previously imposed by the Association, attorneys' fees, and interest (at the highest rate allowed by law) on the delinquent amounts owed to the Association. Such expenses shall also include any collection or contingency fees or costs charged to the Association by a collection agency, attorney, or other Person acting on behalf of the Association in collecting any delinquent amounts owed to the Association by and Owner or Occupant. Such collection or contingency fees or costs shall be the personal obligation of such Owner and shall be a lien against such Owner's Unit.

13.6 Liability for Owners' and Occupants' Acts. An Owner shall be liable for the expense of any maintenance, repair or replacement of the Property rendered necessary by such Owner's acts or omissions, or by that of Occupants or guests in the Owner's Unit, to the extent that such expense is not covered by the proceeds of insurance carried by the Association or such Owner or Occupant. However, any insurance deductible amount and/or increase in insurance rates, resulting from the Owner's acts or omissions may be assessed against the Owner responsible for the condition and against his or her Unit.

13.7 Enforcement by Owners. The provisions of this Section shall not limit or impair the independent rights of other Owners to enforce the provisions of the Governing Documents, the Rules and Regulations, and the Act as provided therein.

SECTION 15 AMENDMENTS

15.1 Approval Requirements. This Declaration may be amended only by approval of:

- a. Owners of Units to which are allocated at least sixty-seven percent (67%) of the total votes in the Association; and
- b. The percentage of Eligible Mortgagees (based upon one vote per Unit financed) as and if required by Section 16.

15.2 Procedures. Approval by the Owners may be obtained in writing or at a meeting of the Association duly held in accordance with the Bylaws. Consents of Eligible Mortgagees, if required, shall be in writing. Any amendment shall be subject to any greater requirements imposed by the Act. The amendment shall be effective when recorded as provided in the Act. An affidavit of the Secretary of the Association as to the outcome of the vote, or the execution of the foregoing agreements or consents, shall be adequate evidence thereof for all purposes, including without limitation, the recording of the amendment.

SECTION 16 RIGHTS OF ELIGIBLE MORTGAGEES

Notwithstanding anything to the contrary in the Governing Documents, and subject to any greater requirements of the Act or other laws, Eligible Mortgagees shall have the following rights and protections:

16.1 Consent to Certain Amendments. The written consent of Eligible Mortgagees representing at least fifty-one percent (51%) of the Units that are subject to first mortgages held by Eligible Mortgagees (based upon one (1) vote per first mortgage financed) shall be required for any amendment to the Governing Documents which causes any change in provisions including the following: (i) voting rights; (ii) increases in Assessments over twenty-five percent (25%), Assessment liens, or priority of Assessment liens; (iii) reductions in reserves for maintenance, repair and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use; (vi) redefinition of any Unit boundaries; (vii) convertibility of Units into Common Elements or vice versa; (viii) expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the Property; (ix) hazard or fidelity insurance requirements; (x) imposition of any restrictions on the leasing of Units; (xi) imposition of any restrictions on an Owner's right to sell or transfer his or her Unit; (xii) restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Governing Documents; (xiii) any action to terminate the legal status of the common interest

community after substantial destruction or condemnation occurs; or (xiv) any provisions that expressly benefit mortgage holders, or insurers or guarantors of mortgages.

16.2 Consent to Certain Actions. The written consent of Eligible Mortgagees representing at least sixty-seven percent (67%) of the Units that are subject to first mortgages held by Eligible Mortgagees (based upon one (1) vote per Unit financed) shall be required to (i) abandon or terminate the common interest community; (ii) change the allocations of voting rights, Common Expense obligations or interests in the Common Elements; (iii) partition or subdivide a Unit except as permitted by statute; (iv) abandon, partition, subdivide, encumber or sell the Common Elements; or (v) use hazard insurance proceeds for other than the repair, replacement or reconstruction of the Property, except as otherwise provided by law.

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

16.4 No Right of First Refusal. The rights of an Owner to sell, transfer or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restrictions.

16.5 Priority of Lien. Any holder of a first mortgage on a Unit or any purchaser of a first mortgage at a foreclosure sale, that comes into possession of a Unit by foreclosure of the first mortgage or by deed or assignment in lieu of foreclosure, takes the Unit free of any claims for unpaid assessments or any other charges or liens imposed against the Unit by the Association which have accrued against such Unit prior to the acquisition of possession of the Unit by said first mortgage holder or purchaser; (i) except as provided in Section 6.10 and the Act, and (ii) except that any unpaid assessments or charges with respect to the Unit may be reallocated among all Units in accordance with their interests in the Common Elements.

16.6 Priority of Taxes and Other Charges. All taxes, assessments and charges which may become liens prior to the first mortgage under state law shall relate only to the individual Units and not to the Property as a whole.

16.7 Priority for Condemnation Awards. No provision of the Governing Documents shall give an Owner, or any other party, priority over any rights of the Eligible Mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Unit and/or the Common Elements. The Association shall give written notice to all Eligible Mortgagees of any condemnation or eminent domain proceeding affecting the Property promptly upon receipt of notice from the condemning authority.

16.8 Access to Books and Records/Audit. Eligible Mortgagees shall have the right to examine the books and records of the Association upon reasonable notice during times convenient to the Association's records keeper and to receive for a reasonable charge, upon written request, copies of the Association's annual reports and other financial statements. Financial statements, including those which are audited, shall be available within one hundred twenty (120) days of the end of the Association's fiscal year. If a request is made by FNMA or

any institutional guarantor or insurer of a mortgage loan against a Unit, for an audit of the Association's financial statements for the preceding year, the Association shall cause an audit to be made at the requester's expense and deliver a copy to the requesting party.

16.9 Notice Requirements. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a mortgage on a Unit, and the Unit number or address, the holder, insurer or guarantor shall be entitled to timely written notice of:

- a. A condemnation loss or any casualty loss which affects a material portion of the Property or the Unit securing the mortgage;
- b. A sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of a Unit on which it holds a mortgage;
- c. A lapse, cancellation or material modification of any insurance policy maintained by the Association; and
- d. A proposed action which requires the consent of a specified percentage of Eligible Mortgagees.

16.10 Requirements for Management Agreements. The term of any agreement for professional management of the Property and Association may not exceed two (2) years. Any such agreement must provide at a minimum for termination without penalty or termination fee by either party, (i) with cause upon thirty (30) days prior written notice, and (ii) without cause upon ninety (90) days prior written notice.

SECTION 16 MISCELLANEOUS

16.1 Severability. In any term, covenant, or provision of this instrument or any exhibit attached hereto is held to be invalid or unenforceable for any reason whatsoever, such determination shall not be deemed to alter, affect or impair in any manner whatsoever any other portion of this Declaration or exhibits attached hereto.

16.2 Construction. Where applicable, the masculine gender of any word used herein shall mean the feminine or neutral gender, or vice versa, and the singular of any word used herein shall mean the plural, or vice versa. References to the Act, or any section thereof, shall be deemed to include any statutes amending or replacing the Act, and the comparable sections thereof.

16.3 Notices. Unless specifically provided otherwise in the Governing Documents or the Act, all notices required to be given by or to the Association, the Board, the Association officers, or the Owners or Occupants shall be in writing and shall be effective upon hand delivery, or mailing if properly addressed with postage prepaid and deposited in the United States mail, or actual receipt by either facsimile transmission mail or electronic mail; except that

16.4 Conflicts Among Documents. In the event of any conflict among the provisions of the Act, this Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations, the Act shall control unless it permits the documents to control. As among this Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations, this Declaration shall control. As between the Articles of Incorporation, the Bylaws and the Rules and Regulations, the Articles of Incorporation shall control. As between the Bylaws and the Rules and Regulations, the Bylaws shall control.

IN WITNESS WHEREOF, the Association and the Owners representing seventy-five percent (75%) of the total votes in the Association have approved this Declaration, effective as of the date of its recording, all in accordance with the requirements of the Original Declaration and the Act.

By: Dennis M. Jones

[illegible]

Sarah E. Little
Notary Public



THIS INSTRUMENT WAS DRAFTED BY:
Chestnut Cambronne PA (SBB)
17 Washington Avenue North, Suite 300
Minneapolis, MN 55401
Telephone No. (612) 339-7300

CONDOMINIUM NO. 114

TUDOR OAKS CONDOMINIUM

EXHIBIT A TO AMENDED AND RESTATED DECLARATION

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO DECLARATION

Unit No. 140, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 142, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 144, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 146, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 148, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 150, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 152, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 154, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 156, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 158, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 160, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 162, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 164, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 166, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 168, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 170, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 172, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 174, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 176, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 178, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 180, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 182, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 184, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 186, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 188, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 190, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 192, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 194, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 196, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 198, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 200, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 202, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 204, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 208, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 210, Condominium No. 114, Tudor Oaks Condominium;
Unit No. 212, Condominium No. 114, Tudor Oaks Condominium;
All in Ramsey County, Minnesota.

CONDOMINIUM NO. 114

TUDOR OAKS CONDOMINIUM

EXHIBIT B TO AMENDED AND RESTATED DECLARATION

COMMON EXPENSE LIABILITY, UNDIVIDED INTEREST AND VOTING POWER

<u>Unit No.</u>	<u>Approximate Sq. Footage of Area</u>	<u>% of Undivided Interest in Common Elements</u>	<u>Fraction of Common Expense Liability</u>	<u>Fraction of Voting Power in Association</u>
140	1,464	2.93%	1/36 th	1/36 th
142	1,597	3.20%	1/36 th	1/36 th
144	1,244	2.49%	1/36 th	1/36 th
146	1,244	2.49%	1/36 th	1/36 th
148	1,244	2.49%	1/36 th	1/36 th
150	1,244	2.49%	1/36 th	1/36 th
152	1,464	2.93%	1/36 th	1/36 th
154	1,597	3.20%	1/36 th	1/36 th
156	1,464	2.93%	1/36 th	1/36 th
158	1,597	3.20%	1/36 th	1/36 th
160	1,244	2.49%	1/36 th	1/36 th
162	1,244	2.49%	1/36 th	1/36 th
164	1,244	2.49%	1/36 th	1/36 th
166	1,244	2.49%	1/36 th	1/36 th
168	1,464	2.93%	1/36 th	1/36 th
170	1,597	3.20%	1/36 th	1/36 th
172	1,464	2.93%	1/36 th	1/36 th
174	1,597	3.20%	1/36 th	1/36 th
176	1,244	2.49%	1/36 th	1/36 th
178	1,244	2.49%	1/36 th	1/36 th
180	1,244	2.49%	1/36 th	1/36 th
182	1,244	2.49%	1/36 th	1/36 th
184	1,464	2.93%	1/36 th	1/36 th
186	1,597	3.20%	1/36 th	1/36 th
188	1,464	2.93%	1/36 th	1/36 th
190	1,597	3.20%	1/36 th	1/36 th
192	1,244	2.49%	1/36 th	1/36 th
194	1,244	2.49%	1/36 th	1/36 th
196	1,244	2.49%	1/36 th	1/36 th

198	1,244	2.49%	1/36 th	1/36 th
200	1,464	2.93%	1/36 th	1/36 th
202	1,597	3.20%	1/36 th	1/36 th
204	1,464	2.93%	1/36 th	1/36 th
208	1,597	3.20%	1/36 th	1/36 th
210	1,244	2.49%	1/36 th	1/36 th
212	1,244	2.49%	1/36 th	1/36 th
TOTALS:	48,698	100%	1	1

Condominium No. 114
A Condominium
Tudor Oaks Condominium Association, Inc.
Amended and Restated Bylaws

These Amended and Restated Bylaws (the Amended and Restated Bylaws) are approved this 17th day of July, 2018, by Tudor Oaks Condominium Association, Inc., a Minnesota nonprofit corporation (the Association) and approved by the members of the Association in accordance with the requirements of the original Bylaws.

WHEREAS, the Association is an unit owners association which is contemplated by Section 515B.3-101 of the Act and which governs the condominium community known as Tudor Oaks Condominium Association, Inc.; and,

WHEREAS, the Association has adopted an Amended and Restated Declaration regarding Tudor Oaks Condominium Association, Inc. (the "Amended and Restated Declaration") for the purposes of clarifying certain aspects of the Association and subjecting the Association to the Act, and

WHEREAS, the original Bylaws of the Association were duly adopted on September 4, 1980, and attached as Exhibit B to the Original Declaration; and,

WHEREAS, the Association and the Owners constituting the members thereof desire to amend and restate the original Bylaws as set forth herein, with the intent that these Amended and Restated Bylaws shall comply with the Act and supersede the original Bylaws in their entirety; and,

WHEREAS, the Board of Directors of the Association and the Owners have approved these Amended and Restated Bylaws in accordance with the requirements of the original Bylaws and the Act;

NOW THEREFORE, the original Bylaws are hereby amended and restated in their entirety as follows:

SECTION 1
PURPOSE

The Association is organized pursuant to Section 515B.3-101 of the Minnesota Common Interest Ownership Act (the "Act") for the purpose of operating and managing Tudor Oaks Condominium Association, Inc., a condominium community created pursuant to the Minnesota Condominium Act, Minnesota Statutes Chapter 515. The terms used in these Amended and Restated Bylaws shall have the same meaning as they have in the Amended and Restated Declaration of Tudor Oaks Condominium Association, Inc. and the Act.

SECTION 2 MEMBERSHIP

2.1 Owners Defined. All Persons described as Owners in Section 1.18 of the Amended and Restated Declaration shall be members of the Association. No Person shall be a member solely by virtue of holding a security interest in a Unit. A Person shall cease to be a member at such time as that Person is no longer an Owner.

2.2 Registration of Owners and Occupants. Each Owner shall register with the representative of the Association designated by the Board, within 30 days after taking title to a Unit, (i) the name, home and business phone numbers, home and business mailing, street and email addresses of the Owners and of any other Occupants of the Unit, (ii) the nature of such Owner's interest or estate in each Unit owned; (iii) the mailing address at which the Owner desires to receive notices from the Association; (iv) the email address at which the Owner desires to receive notices from the Association; (v) the name and address of the secured party holding the first mortgage on the Unit, if any; and (vi) the name of the principal Owner, if there are multiple Owners of the Unit, who shall be authorized to cast the vote with respect to the Unit, and who shall be authorized to receive notices on behalf of the multiple Owners of the Unit. The Owner shall have a continuing obligation to advise the Association in writing of any changes in the foregoing information. The Association has no duty to recognize any party's interest in the Unit until the party properly registers their interest. The Association may assess fines for the failure to notify the Association of an owner's interest as required herein.

2.3 Transfers. The interests, rights and obligations of an Owner in the Association may be assigned, pledged, encumbered or transferred, but only along with and as a part of the title to the Owner's Unit or as otherwise specifically authorized by the Governing Documents or set forth in law.

SECTION 3 VOTING

3.1 Entitlement. Votes shall be allocated to each Unit as provided in the Amended and Restated Declaration. However, no vote shall be exercised as to a Unit while the Unit is owned by the Association. No Owner shall be permitted to vote until the Owner has properly registered with the Association.

3.2 Authority to Cast Vote. At any meeting of the Owners, an Owner included on the voting register presented by the Secretary in accordance with Section 4.6, or the holder of such Owner's proxy, shall be entitled to cast the vote which is allocated to the Unit owned by the Owner. If there is more than one Owner of a Unit, only one of the Owners may cast the vote. If the Owners of a Unit fail to agree as to who shall cast the vote or fail to register pursuant to Section 2.2, the vote shall not be cast. The Association may assume Owners agree on who shall cast the vote, absent presentation of an objection made to the Association at such a meeting.

3.3 Voting by Proxy. An Owner may cast the vote which is allocated to the Owner's Unit and be counted as present at any meeting of the Owners by executing a written proxy naming another Person entitled to act on that Owner's behalf, and delivering the same to the Secretary or the management company on behalf of the Secretary prior to the commencement of any such meeting. All proxies granted by an Owner shall remain in effect until the earliest of the following events: (i) revocation by the granting Owner by written notice or by personally attending and voting at the meeting for which the proxy is effective, (ii) eleven months after the date of the proxy, unless otherwise provided in the proxy, or (iii) the time at which the granting Owner is no longer an Owner. The entire vote on any issue, except removal of directors, may be determined by a Directed Proxy. A "Directed Proxy" is a proxy granted by an Owner to another Unit Owner which relates to a vote on a specific issue or issues. The Directed Proxy shall terminate at the conclusion of the meeting at which the vote was taken. Any Directed Proxy shall be delivered to the Secretary or management company² on behalf of the Secretary prior to commencement of the meeting at which the vote(s) was taken.

3.4 Voting by Mailed 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 15 nor more than 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 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.

3.5 Vote Required. A majority of the votes cast at any properly constituted meeting of the Owners, or cast by mailed ballot in accordance with Section 3.4, shall decide all matters properly brought before the Owners, except where a different vote is specifically required by the Amended and Restated Declaration, these Amended and Restated Bylaws, or the Act. The term "majority" as used herein shall mean in excess of 50% of the votes cast at a meeting, in person or by proxy, or voting by mailed ballot, in accordance with the allocation of voting power set forth in the Declaration. Cumulative voting shall not be permitted.

SECTION 4 MEETINGS OF ASSOCIATION MEMBERSHIP

4.1 Place. All meetings of the Owners shall be held within Ramsey County in the State of Minnesota and reasonably accessible to the Owners as may be designated by the Board of Directors in any notice of a meeting of the Owners.

4.2 Annual Meetings. An annual meeting of the Owners shall be held in each fiscal year on a date, and at a reasonable time and place, designated by the Board of Directors. At each annual meeting of the Owners, (i) the Persons who are to constitute the Board of Directors shall be elected pursuant to Section 6, (ii) a report shall be made to the Owners on the activities and financial condition of the Association, and (iii) any other matter which is included in the notice of the annual meeting, and is a proper subject for discussion or decision by the Owners, shall be considered and acted upon at the meeting.

4.3 Special Meetings. Special meetings of the Owners may be called by the President as a matter of discretion. Special meetings of the Owners shall be called by the President or Secretary within 30 days following receipt of the written request of a majority of the members of the Board of Directors or of

Owners entitled to cast at least 20% of all the votes in the Association. The meeting shall be held within 60 days following receipt of the request. The request shall state the purpose of the meeting, and the business transacted at the special meeting shall be confined to the purposes stated in the notice. The purpose for which the meeting is requested and held must be lawful and consistent with the Association's purposes and authority under the Governing Documents.

4.4 Notice of Meetings. At least 21 but no more than 30 days in advance of any annual meeting of the Owners, and at least 7 but no more than 30 days in advance of any special meeting of the Owners, the Secretary or management company on behalf of Secretary, shall send, to all persons who are Owners as of the time of sending the notice, notice of the date, time, place and agenda of the meeting, and the procedure for appointing proxies, by United States mail, or by hand delivery, at the Owner's Unit address or to such other address as the Owner may have designated in writing to the Secretary or management company on behalf of Secretary. The notice shall also be sent to any Eligible Mortgagee, upon request, at the address provided by the Eligible Mortgagee. Any Eligible Mortgagee shall, upon request, be entitled to designate a representative to be present at any meeting.

4.5 Quorum/Adjournment. The presence of Owners in person or by proxy, who have the authority to cast in excess of 40% of all the votes in the Association shall be necessary to constitute a quorum at the annual meeting of the Owners for the transaction of any business, except that of adjourning the meeting to reconvene at a subsequent time. Any meeting may be adjourned from time to time, but until no longer than 15 days later, without notice other than announcement at the meeting as initially called. If a quorum is present at the reconvened meeting, any business may be transacted which might have been transacted at the meeting as initially called had a quorum then been present. The quorum, having once been established at a meeting or a reconvened meeting, shall continue to exist for that meeting notwithstanding the departure of any Owner previously in attendance in person or by proxy. The Association may not be counted in determining a quorum as to any Unit owned by the Association.

4.6 Voting Register. The Secretary or the management company on behalf of Secretary shall have available at the meeting a list of the Unit numbers, the names of the Owners, the vote attributable to each Unit and the name of the Person (in the case of multiple Owners) authorized to cast the vote.

4.7 Agenda. The agenda for meetings of the Owners shall be established by the Board of Directors, consistent with the Governing Documents, and shall be sent to all Owners along with the notice of the meeting.

SECTION 5 ANNUAL REPORT

The Board of Directors shall prepare an annual report on behalf of the Association to be mailed or delivered to each Owner together with the notice of the annual meeting. The report shall contain at a minimum:

- a. A statement of any capital expenditures in excess of two percent of the current budget or \$5,000, whichever is greater, approved by the Association for the current year or succeeding two fiscal years.
- b. A statement of the balance in any reserve or replacement fund and any portion of the fund designated for any specified project by the Board of Directors.
- c. A copy of the statement of revenues and expenses for the Association's last fiscal year, and a balance sheet as of the end of said fiscal year.

- d. A statement of the status of any pending litigation or judgments to which the Association is a party.
- e. A detailed description of the insurance coverage provided by the Association, including a statement as to which, if any of the following items within the units are insured by the Association: (i) ceiling or wall finishing materials, (ii) floor coverings, (iii) cabinetry, (iv) finished millwork, (v) electrical or plumbing fixtures serving a single unit, (vi) built-in appliances, or (vii) other improvements and betterments, regardless of when installed.
- f. A statement of the total past due assessments on all Units, current as of not more than 60 days prior to the date of the meeting.

SECTION 6

BOARD OF DIRECTORS

6.1 Number and Qualification. The affairs of the Association shall be governed by a Board of Directors. The Board of Directors shall be composed of at least three (3) Directors but no more than nine (9) Directors (provided that the number shall always be an odd number), all of whom shall be Owners or a duly authorized representative of the Owner, if the Owner is a corporation, partnership, Limited Liability Company, trust or other entity which has the capacity to hold title to real estate. (In that situation, the representative, not the Owner, is the director.)

6.2 Term of Office. The terms of office of the members of the Board of Directors shall be one (1) year; however, no more than two (2) Director positions shall be open for nominations for election to the Board of Directors at the annual meeting of the Association, unless an unplanned vacancy in the Board of Directors occurs. A Director appointed or elected to fill an uncompleted term shall serve until the natural termination of that term, unless removed in accordance with these Amended and Restated Bylaws. A number of nominees equal to the number of vacancies, and receiving the greatest number of votes, shall be elected, notwithstanding that one or more of them do not receive a majority of the votes cast. There shall be no cumulative voting for Directors.

6.3 Nominations. Nominations for election to the Board of Directors shall be made by a nominating committee appointed by the Board of Directors, or from the floor at the annual meeting or by "write-in" if authorized by the Board. Election to the Board shall be by secret written ballot.

6.4 Powers. The Board of Directors shall have all powers necessary for the administration of the affairs of the Association, and may exercise for the Association all powers and authority vested in or delegated to the Association (and not expressly prohibited or reserved to the Owners) by law or by the Governing Documents. The powers of the Board of Directors shall include, without limitation, the power to:

- a. adopt, amend, publish and revoke Rules and Regulations not inconsistent with the Governing Documents, as follows: (i) regulating the use of the Common Elements; (ii) regulating the use of the Units, and the conduct of Owners and Occupants, which may jeopardize the health, safety, or welfare of other Owners and Occupants, which involves noise or other disturbing activity, or which may damage the Common Elements or other Units; (iii) regulating or prohibiting animals; (iv) regulating changes in the appearance of the Common Elements and conduct which may damage the Property, (v) regulating the exterior appearance of the Property, including, for example, balconies and patios, window treatments, and signs and other displays, regardless of whether inside a Unit; (vi) implementing the Governing

Documents, and exercising the powers granted by this Section or by the Declaration; and (vii) otherwise facilitating the operation of the Property;

- b. adopt and amend budgets for revenues, expenditures and reserves, and levy and collect assessments for Common Expenses from Owners, and foreclose assessment liens incidental to its collection efforts;
- c. hire and discharge managing agents and other employees, agents, and independent contractors pursuant to Section 5.6 of the Amended and Restated Declaration;
- d. institute, defend, or intervene in litigation or administrative proceedings (i) in its own name on behalf of itself or two or more Owners on matters affecting the Common Elements or other matters affecting the Property or the Association, or (ii) with the consent of the Owners of the affected Units on matters affecting only those Units;
- e. make contracts and incur liabilities;
- f. regulate the use, maintenance, repair, replacement and modification of the Common Elements and the Units;
- g. cause improvements to be made as a part of the Common Elements;
- h. acquire, hold, encumber, and convey in its own name any right, title, or interest to real estate or personal property, subject to the requirements of the Act for the conveyance or encumbrance of the Common Elements;
- i. grant or amend easements for public utilities, public rights-of-way or other public purposes, and cable television or other communications, through, over or under the Common Elements; grant or amend easements, leases, or licenses to Unit Owners for purposes authorized by the Declaration; and, subject to approval by a vote of Unit Owners other than declarant or its affiliates, grant or amend other easements, leases, and licenses through, over or under the Common Elements;
- j. impose and receive any payments, fees, or charges for the use, rental, or operation of the Common Elements and for services provided to Owners;
- k. impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Amended and Restated Declaration, Amended and Restated Bylaws, the Act, and the Rules and Regulations;
- l. borrow money, and encumber or pledge the assets of the Association as security therefor; provided, that any borrowings in any twelve month period which exceed, in aggregate, twenty percent (20%) of the Association's then current annual budget, shall require approval by a vote of the Owners;
- m. impose reasonable charges for the review, preparation and recordation of amendments to the Amended and Restated Declaration or Amended and Restated Bylaws, Rules, Resale Disclosure Certificates required by Section 515B.4-107 of the Act, statements of unpaid assessments, or furnishing copies of Association records;

- n. provide for the indemnification of its officers and directors, and maintain directors' and officers' liability insurance;
- o. procure and maintain insurance coverage for the Property as set forth in the Amended and Restated Declaration;
- p. provide for reasonable procedures governing the conduct of meetings and the election of directors;
- q. appoint, regulate and dissolve committees; and
- r. exercise any other powers conferred by law or the Amended and Restated Declaration, Amended and Restated Bylaws or the Act, or which are necessary and proper for the governance of the Association;

6.5 Duties and Responsibilities. The Board of Directors and all officers shall have duties and responsibilities set forth under the Act, and the Minnesota Nonprofit Act (Minnesota Statutes Chapter 317A). In addition, at the end of their respective terms pursuant to Section 6.2 (or if removed under Section 6.10) of these Amended and Restated Bylaws, former directors must return all materials belonging to the Association pertinent to Board and Association affairs to the Board within 15 days following the expiration of their term or removal.

6.6 Meetings and Notices. An annual meeting of the Board of Directors shall be held promptly following each annual meeting of the Owners. At each annual meeting the officers of the Association shall be elected.

- a. Regular meetings of the Board of Directors shall be held at such times as may be fixed from time to time by a majority of the members of the Board of Directors. A schedule, or any amended schedule, of the regular meetings shall be provided to the directors.
- b. Special meetings of the Board of Directors shall be held when called (i) by the President of the Association, or (ii) by the Secretary within ten (10) days following the written request of any two (2) directors. Notice of any special meeting shall be given to each director not less than three (3) days in advance thereof. Notice to a director shall be deemed to be given when deposited in the United States mail postage prepaid to the Unit address of such director, or when personally delivered, orally or in writing, by a representative of the Board of Directors.
- c. Any director may at any time waive notice of any meeting of the Board of Directors orally, in writing, or by attendance at the meeting. If all the directors are present at a meeting of the Board of Directors, no notice shall be required, and any business may be transacted at such meeting.
- d. To the extent allowable under the Minnesota Nonprofit Act and the Minnesota Common Interest Ownership Act, the Board may make use of electronics for the purposes of holding meetings and/or providing notices to the Board members.
- e. 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. If the date, time and place of meetings are announced at a previous meeting of the Board, posted in a location accessible to the Owners and designated by the Board from time to time, or if an emergency requires

immediate consideration of a matter by the Board, notice is not required. "Notice" has the meaning given in Section 11.1 of these Amended and Restated Bylaws. Pursuant to Section 515B.3-103(g) of the Act, meetings may be closed to discuss the following:

- (1) personnel matters; or
- (2) 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
- (3) 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.

6.7 Quorum and Voting. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting thereof. A quorum, once established, shall continue to exist, regardless of the subsequent departure of any directors. Each director shall have one vote. The vote of a majority of the directors present at any meeting at which a quorum is present shall be sufficient to adopt any action. Proxies shall not be permitted.

6.8 Action Taken Without a Meeting. The Board of Directors shall have the right to take any action in the absence of a meeting which it could take at a meeting when authorized in a writing signed by all of the directors.

6.9 Vacancies. A vacancy in the Board of Directors shall be filled by a person elected within sixty (60) days following the occurrence of the vacancy by a majority vote of the remaining directors, regardless of their number, except for vacancies created pursuant to Section 6.10 of the Amended and Restated Bylaws. Each person so elected shall serve out the term vacated.

6.10 Removal. A director may be removed from the Board of Directors, with or without cause, by a majority vote at any annual or special meeting of the Owners; provided (i) that the notice of the meeting at which removal is to be considered states such purpose, (ii) that the director to be removed has a right to be heard at the meeting and (iii) that a new director is elected at the meeting by the Owners to fill the vacant position caused by the removal. Such vacancies shall be filled as previously provided in Section 6.9 of these Amended and Restated Bylaws.

6.11 Compensation. Except as authorized by a vote of the Owners at a meeting thereof, the directors of the Association shall receive no compensation for their services as directors. Directors may be reimbursed for out-of-pocket expenses incurred in the performance of their duties as agreed to in advance by the Board.

6.12 Fidelity Bond. Fidelity bonds or insurance coverage for unlawful taking of Association funds shall be obtained and maintained as provided in the Declaration on all directors and officers authorized to handle the Association's funds and other monetary assets.

6.13 Directors and Officers Insurance. Directors' and officers' liability insurance to cover actions of the Board and officers shall be obtained and maintained with such limits and coverage as the Board may determine from time to time.

SECTION 7 OFFICERS

7.1 Principal Officers. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may from time to time appoint such other officers and designate their duties as in their judgment may be necessary to manage the affairs of the Association. A person may hold two (2) offices simultaneously, except those of President and Vice President. All officers of the Association must also be members of the Board of Directors.

7.2 Election. The officers of the Association shall be elected annually by the Board of Directors at its annual meeting and shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve on the Board of Directors.

7.3 Removal and Resignation. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, with or without cause, and a successor elected, at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for that purpose. An officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified in said notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7.4 Vacancies. A vacancy in any office may be filled by appointment of the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

7.5 President. The President shall be the chief executive officer of the Association, and shall preside at all meetings of the Board of Directors and the Association. The President shall have all of the powers and duties which are customarily vested in the office of president of a corporation, including without limitation the duty to supervise all other officers and to execute all contracts and similar obligations on behalf of the Association. The President shall have such other duties as may from time to time be prescribed by the Board of Directors.

7.6 Vice President. The Vice President shall take the place of the President and perform the duties of the office whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be prescribed by the Board of Directors.

7.7 Secretary. The Secretary shall be responsible for recording the minutes of all meetings of the Board of Directors and the Association. The Secretary shall be responsible for keeping the agreements, records, treaties and other documentation of the Association, and shall give all notices required by the Governing Documents or the Act unless directed otherwise by the Board of Directors. The Board of Directors may delegate the Secretary's administrative functions to a managing agent; provided that such

delegation shall not relieve the Secretary of the ultimate responsibility for the Secretary's duties as required by law.

7.8 Treasurer. The Treasurer shall have responsibility for all financial assets of the Association, and shall be covered by a bond or insurance in such sum and with such companies as the Board of Directors may require. The Treasurer shall be responsible for keeping the Association's financial books, assessment rolls and accounts. The Treasurer shall prepare an annual financial report, subject to review by the Association accountants. The Treasurer shall cause the books of the Association to be kept in accordance with customary and accepted accounting practices and shall submit them to the Board of Directors for its examination immediately upon request. The Treasurer shall cause all moneys and other monetary assets of the Association to be deposited in the name of or to the credit of the Association in depositories designated by the Board of Directors, shall cause the funds of the Association to be disbursed as ordered by the Board of Directors and shall perform all other duties incident to the office of Treasurer. The Board of Directors may delegate the Treasurer's administrative functions to a managing agent; provided that such delegation shall not relieve the Treasurer of the ultimate responsibility for the Treasurer's duties as required by law.

SECTION 8 OPERATION OF THE PROPERTY

8.1 Assessment Procedures. The Board of Directors shall annually prepare a budget of Common Expenses for the Association and assess such Common Expenses against the Units according to their respective Common Expense liability as set forth in the Declaration.

- a. The Board of Directors shall fix the amount of the annual assessment against each Unit, levy the assessment and advise the Owners in writing of the assessment at least 30 days prior to the beginning of the Association's fiscal year when the first assessment installment shall be due. The failure of the Board of Directors to timely levy an annual assessment shall not relieve the Owners of their obligation to continue paying assessment installments in the amount currently levied, as well as any increases subsequently levied.
- b. If an annual assessment proves to be insufficient, the budget and assessments thereof may be amended, or a special assessment levied, by the Board at any time subject to the limitations set forth in Section 6 of the Amended and Restated Declaration. The levy shall be deemed to occur upon the date specified in the resolution which fixes the assessment.
- c. The annual budgets of the Association shall provide from year to year, on a cumulative basis, for adequate reserve funds to cover the replacement of those parts of the common interest community which the Association is obligated to replace. Any surplus funds that the Association has remaining after payment of or provision for Common Expenses and reserves may be (i) credited to the Unit Owners to reduce their future Common Expense Assessments or (ii) credited to reserves, or any combination thereof, as determined by the Board of Directors.
- d. The Association shall furnish copies of each budget on which the assessment is based to an Owner or to any Eligible Mortgagee, upon request of such persons.

8.2 Payment of Assessments. Annual assessments shall be due and payable in monthly installments in advance on the first day of each month of the year or other period for which the assessments are made,

and special assessments shall be due when designated by the Board of Directors. All Owners shall be absolutely and unconditionally obligated to pay the assessments. No Owner or Occupant shall have any right of withholding, offset or deduction against the Association with respect to any assessments, or related late charges or costs of collection, regardless of any claims alleged against the Association or its officers or directors. Any rights or claims alleged by an Owner may be pursued only by separate action against the Association.

8.3 Default in Payment of Assessments. If any Owner does not make payment on or before the date when any assessment or installment thereof is due, subject to such grace periods as may be established, the Board of Directors may assess, and such Owner shall be obligated to pay, a late charge as provided in the Declaration for each such unpaid assessment or installment thereof, together with all expenses, including reasonable attorneys' fees, incurred by the Board in collecting any such unpaid assessment.

- a. Pursuant to Section 515B.3-115 of the Act, if there is a default of more than thirty (30) days in payment of any assessment, the Board of Directors may accelerate any remaining installments of the assessment upon ten (10) days prior written notice thereof to the Owner, and the entire unpaid balance of the assessment and late charges shall become due and payable upon the date stated in the notice unless all past due amounts, including late charges, costs of collection and fines, are paid prior to said date.
- b. The Board of Directors shall have the right and duty to attempt to recover all assessments for Common Expenses, together with any charges, attorneys' fees or expenses relating to the collection thereof.
- c. Upon written request of an Owner or an Eligible Mortgagee of such Unit, notice of a default of more than sixty (60) days in payment of any assessment or installment of an assessment for Common Expenses or any other default in the performance of obligations by the Owner shall be given in writing to such Eligible Mortgagee.
- d. The rights and remedies referred to herein shall in no way limit the remedies available to the Association under the Declaration or set forth in law.

8.4 Foreclosure of Liens for Unpaid Assessments. The Association has the right to foreclose its lien against a Unit for assessments imposed by the Association, as more fully described in the Declaration and the Act.

8.5 Records. The Board of Directors shall cause to be kept at the registered office of the Association or at such other place as the Board of Directors may determine;

- a. The annual reports containing the information set forth in Section 5 of these Amended and Restated Bylaws, minutes of the meetings of the Board of Directors, minutes of the meetings of the Owners of the Association, names of the Owners and Eligible Mortgagees, copies of contracts, leases and other agreements to which the Association is a party, material correspondence and memoranda relating to Association operations, and detailed and accurate records of the receipts and expenditures of the Association.
- b. In addition, the Association shall keep records sufficiently detailed to complete a Resale Disclosure Certificate, as required by Section 515B.4-107 of the Act, which must be provided upon request to Unit Owners, for a reasonable charge.

- c. All Association records, including receipts and expenditures and any vouchers authorizing payments, shall be available for examination by the Owners and the Eligible Mortgagees upon reasonable notice and during normal business hours. Separate accounts shall be maintained for each Unit setting forth the amount of the assessments against the Unit, the date when due, the amount paid thereon and the balance remaining unpaid.

8.6 Financial Review. A review of the Association's financial statements shall be made at the end of the Association's fiscal year. The review may be waived with approval by 30% of the total votes in the Association, at a meeting or by mailed ballot. The waiver vote must occur within 60 days after the end of the Association's fiscal year. A waiver vote shall not apply to more than one fiscal year, and shall not affect the Board's authority to cause a review or audit to be made. The reviewed financial statements shall be delivered to all Owners within 120 days after the end of the Association's fiscal year. The review shall be performed by an independent certified public accountant as described in Section 515B.3-121 of the Act.

8.7 Enforcement of Obligations. All Owners and Occupants and their guests are obligated and bound to observe the provisions of the Governing Documents, the Rules and Regulations and the Act. The Association may impose any or all of the charges, sanctions and remedies authorized by the Governing Documents, the Rules and Regulations or set forth in law to enforce and implement its rights and to otherwise enable it to manage and operate the Association.

SECTION 9 AMENDMENTS

These Amended and Restated Bylaws may be amended, and the amendment shall be effective, upon the satisfaction of the following conditions:

9.1 Approval. The amendment must be approved by Owners who have authority to cast at least fifty-one percent (51%) of the total votes in the Association, in writing or at a duly held meeting of the Owners, subject to any approval rights of Eligible Mortgagees as provided in the Declaration; and

9.2 Notice. A copy of the proposed amendment and, if a meeting is to be held, notice of such meeting, shall be mailed by U.S. Mail, or hand delivered, to all Owners authorized to cast votes; and

9.3 Effective Date; Recording. The amendment shall be effective on the date of approval by the required vote of the Owners and need not be recorded. If recorded, the amendment shall be recorded in the office of the recording officer for the county in which the Property is located.

SECTION 10 INDEMNIFICATION

The Association shall, to the extent the alleged liability is not covered by insurance, indemnify every individual who is acting in any official capacity on behalf of the Association, pursuant to the provisions of Minnesota Statutes Chapter 317A or its successor statutes.

**SECTION 11
MISCELLANEOUS**

11.1 Notices. Unless specifically provided otherwise in the Act, the Amended and Restated Declaration or these Amended and Restated Bylaws, all notices required to be given by or to the Association, the Board of Directors, the Association officers or the Owners or Occupants shall be in writing and shall be effective upon hand delivery, or mailing if properly addressed with postage prepaid and deposited in the United States mail; except that registrations pursuant to Section 2.2 shall be effective upon receipt by the Association.

11.2 Severability. The invalidity or unenforceability of any part of these Amended and Restated Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Amended and Restated Bylaws.

11.3 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 Amended and Restated Bylaws or the intent of any provision hereof.

11.4 Conflicts in Documents. In the event of any conflict among the provisions of the Act, the Amended and Restated Declaration, the Amended and Restated Bylaws or the Rules and Regulations, the Act shall control unless it permits the documents to control. As among the Amended and Restated Declaration, Amended and Restated Bylaws and Rules and Regulations, the Amended and Restated Declaration shall control, and as between the Amended and Restated Bylaws and the Rules and Regulations, the Amended and Restated Bylaws shall control.

11.5 Waiver. No restriction, condition, obligation or provision contained in these Amended and Restated Bylaws 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.

11.6 No Corporate Seal. The Association shall have no corporate seal.

11.7 Fiscal Year. The fiscal year of the Association shall be as determined by the Board of Directors.

The undersigned hereby executes these Amended and Restated Bylaws and certifies that they were adopted by Tudor Oaks Condominium Association, Inc., a nonprofit corporation incorporated under the laws of the State of Minnesota, effective as of the date hereof.

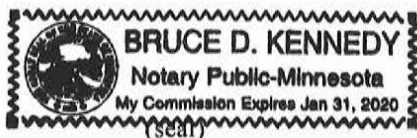
Dated: 7-17-18 By 
Secretary, Tudor Oaks Condominium Association

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

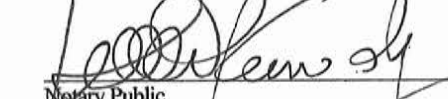
Nettie Monroe
Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

Subscribed and sworn to before me, a Notary Public, this 17th day of July, 2018 by Nellie Monroe, the Secretary of Tudor Oaks Condominium Association, Inc., a Minnesota nonprofit corporation.



This instrument was drafted by:
Chestnut Cambronne (SBB)
17 Washington Avenue North, Suite 300
Minneapolis, Minnesota 55401
Telephone: (612) 339-7300


Notary Public