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**COMMON INTEREST COMMUNITY NO. 206
Planned Community**

WESTON WOODS ON THE RIVER

SECOND AMENDED AND RESTATED DECLARATION

This Second Amended and Restated Declaration (the "Declaration") of Weston Woods on the River, Common Interest Community No. 206, Anoka County, Minnesota, is made, effective on the date of recording hereof, by Weston Woods on the River Association (the "Association"), a Minnesota nonprofit corporation, with the approval of the required number of Owners (defined herein), as required by the Existing Declaration (defined herein).

WITNESSETH:

WHEREAS, that certain Amended and Restated Declaration of Weston Woods on the River, Common Interest Community No. 206, Anoka County, Minnesota, is recorded the office of the County Recorder in and for Anoka County, Minnesota (the "Recorder"), as Document No. 1974429.001 (the "Existing Declaration"), and

WHEREAS, the Existing Declaration establishes a plan for the use, operation, maintenance, and preservation of the real estate described in Exhibit A attached hereto (the "Property"), and

WHEREAS, 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 facilities (if any) of Weston Woods on the River, and

WHEREAS, the Association and the Owners desire to amend and restate in its entirety the Existing Declaration in accordance herewith, and to subject the Property to the covenants, restrictions, easements, charges, and liens set forth herein, pursuant to the requirements and procedures prescribed by this Declaration and Minnesota Statutes Chapter 515B, known as the Minnesota Common Interest Ownership Act (the "Act"), and

WHEREAS, to the best knowledge of the Association, there are no Eligible Mortgagees for Weston Woods on the River, Common Interest Community No. 206, Anoka County, Minnesota. Therefore, no Eligible Mortgagee is (i) entitled to any notification relating to the approval of this Declaration or (ii) required to approve this Declaration, and

WHEREAS, 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) upon information and belief, includes shoreland, as defined in Minnesota Statutes Section 103F.205, thereby causing Weston Woods on the River to possibly be subject to county, township, or municipal ordinances or rules affecting the development and use of the shoreland area.

NOW, THEREFORE, the Association, with the approval of the Owners of Units to which are allocated at least seventy-five percent of the votes in the Association, in compliance with the requirements of the Existing Declaration, 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, 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 Existing 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 “Assessments” means all assessments and other amounts levied or assessed by the Association against one or more than one Unit pursuant to this Declaration and the Act, including, without limitation, annual Assessments, special Assessments, and limited Assessments.

1.3 “Association” means Weston Woods on the River Association, a Minnesota nonprofit corporation created under Minnesota Statutes Chapter 317, and which is now governed by 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.

1.4 “Board” means the Board of Directors of the Association as provided for in the Bylaws.

1.5 “Building” means each structure which is or becomes a part of the Property and which contains at least one Dwelling.

1.6 “Bylaws” means the Amended and Restated Bylaws governing the operation of the Association, as amended and/or supplemented from time to time.

1.7 “City” means the city of Anoka, Minnesota.

1.8 “Common Elements” means all parts of the Property except the Units, including all improvements thereon. The Common Elements are legally described in Exhibit B attached hereto.

1.9 “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, and including allocations to reserves.

1.10 “County” means Anoka County, Minnesota.

1.11 “Dwelling” means a Building, or a part of a Building if there is more than one Dwelling per Building, occupying one or more than one floor, designed and intended for occupancy as a single family residence and located wholly or partially within the boundaries of a Unit. The Dwelling includes, without limitation, any garage attached thereto, or detached therefrom but serving only the residence, and within the boundaries of the Unit within which the Dwelling is located.

1.12 “Eligible Mortgagee” means any Person owning a mortgage on any Unit, (i) which mortgage is first in priority upon foreclosure to all other mortgages that encumber such Unit, and (ii) which mortgage holder 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 “Governing Documents” means this Declaration, the Articles of Incorporation (as amended and/or restated) of the Association, and the Bylaws, all of which shall govern the use and operation of the Property.

1.14 “Limited Common Elements” means a portion of the Common Elements allocated by the Plat, this Declaration, or by operation of the Act, for the exclusive use of one or more than one Unit, but fewer than all of the Units.

1.15 “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.

1.16 “Occupant” means any person, other than an Owner, in possession of or residing in a Unit.

1.17 “Owner” means a Person who owns a Unit and who is a record owner of that Unit, but excluding (i) a contract for deed vendor, (ii) the holder of a reversionary interest, (iii) the holder of a remainder interest in a life estate, (iv) a Mortgagee, and (v) 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.

1.18 "Party Wall" means an exterior and an interior wall (or either) built as part of the original construction of the Dwellings (or reconstructed pursuant to this Declaration) and located on the boundary line between Dwellings.

1.19 "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.

1.20 "Plat" means, collectively, the plats of Weston Woods on the River, Weston Woods on the River 2nd Addition, Weston Woods on the River 3rd Addition, and The River Runs By It, all in Anoka County, Minnesota, recorded in the office of the County Recorder in and for Anoka County, Minnesota, as Document Nos. 1084530, 1153597, 1166675, and 1528986, respectively (which plats, in whole or in part, depict the Property), including any amended or supplemental plat, or replat, recorded from time to time in accordance with the Act.

1.21 "Property" means collectively all of the real property submitted and subject to this Declaration, now or in the future, including the Dwellings and all other improvements located thereon. The Property, as of the date of this Declaration, is legally described in Exhibit A attached hereto.

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

1.23 "Unit" means a platted lot subject to this Declaration, as described in Section 2.1 and as shown on the Plat and as described in Exhibit A attached hereto, on which a Dwelling is located (or intended to be located) including the Dwelling and all other improvements on and within the Unit, but excluding the Common Elements.

1.24 "Weston Woods on the River" means the common interest community that is subject to this Declaration.

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; EASEMENTS

2.1 Units. There are eighty-four 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 Section 515B.2-112 of the Act. The Unit identifiers and locations of the Units are as shown on the Plat, which is incorporated herein by reference, and a schedule of Units is set forth on Exhibit A attached hereto. The Unit identifier for a Unit shall be the number of its lot and block, and subdivision name. No portion of a Unit may be conveyed to any Person separate from any other portion of that Unit.

2.2 Unit Boundaries. The front, rear, and side boundaries of each Unit shall be the boundary lines of each platted lot upon which the Dwelling within the Unit is located or intended

to be located, as shown on the Plat. The Units shall have no upper or lower boundaries. Subject to this Section 2 and Section 3.2, all spaces, structures, and other improvements within the boundaries of a Unit are a part of the Unit.

2.3 Easements. The Units and the Common Elements shall be subject to and benefited by the easements described in Section 13.

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 described in Exhibit B attached hereto or designated as Common Elements on the Plat or in the Act. The Common Elements are owned by the Association for the benefit of the Owners and Occupants.

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 provided to the contrary in this Declaration, all maintenance, repair, replacement, 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 relevant 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 or the Governing Documents are allocated as indicated therein.

3.2.2 Chutes, flues, ducts, pipes, wires, conduit or other utility installations, bearing walls, bearing columns, or any other components or fixtures, lying partially within and partially outside the boundaries of a Unit, and serving only that Unit, are allocated to the Unit they serve. Any portion of such installations serving or affecting the function of more than one Unit or any portion of the Common Elements is a part of the Common Elements, but is not a Limited Common Element.

3.2.3 Improvements such as decks, balconies, porches, patios, shutters, awnings, window boxes, doorsteps, stoops, perimeter doors and windows, and air conditioning equipment, constructed as part of the original construction to serve a single Unit, and replacements and modifications thereof authorized pursuant to Section 8, if located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.

3.2.4 Heating, ventilating, or air conditioning equipment serving one or more than one Unit, and located wholly or partially outside the boundaries of each such Unit, are Limited Common Elements allocated to each Unit served by such equipment.

SECTION 4

ASSOCIATION MEMBERSHIP: RIGHTS AND OBLIGATIONS

Membership in the Association, and the allocation to 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. 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, all such Persons shall be Members of the Association, 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 and Common Expenses. Voting rights and Common Expense obligations are allocated equally among the Units, except that other allocations of Assessments shall be permitted as provided in other Sections of this Declaration.

4.3 Appurtenant Rights and Obligations. The ownership of a Unit shall include the voting rights and Common Expense obligations described in Section 4.2. Said rights and obligations, and the title to the Units, shall not be separated or 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 Owners; 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. The Association shall, subject to the rights of the Owners set forth in the Governing Documents and the Act, be responsible for the operation, management, and control of the Property. The Association shall have all powers described in the Governing Documents, the Act, and the statute under which the Association is incorporated. All power and authority of 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 in the Governing Documents and the Rules and Regulations 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) improving, maintaining, repairing, and replacing those portions of the Property for which it is responsible, and (iii) preserving the value and architectural uniformity and character of the Property.

5.3 Binding Effect of Actions. All agreements and determinations made by the Association in accordance with the powers and voting rights established by the Governing Documents and the Act 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, and any amendments thereto, govern the operation and administration of the Association and shall be binding upon all Owners and Occupants, and need not be recorded.

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 Association and regulating the use of the Property; provided, that the Rules and Regulations must be reasonable, lawful, and consistent with the Governing Documents and 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 added to reserves, 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 of the Act. Pursuant to Section 515B.4-107 of the Act, the Association, within ten days (or such other relevant time period provided in the Act) after a request by an 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. The Board, on behalf of the Association, shall approve an annual budget of Common Expenses. The annual budget shall include all customary and necessary operating expenses and replacement reserves for the Property consistent with this Declaration and the Act. 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, in other provisions of this Declaration, and in the Act, and subject to any relevant requirements of the Bylaws. Assessments shall include annual Assessments under Section 6.2, and may include special Assessments under Section 6.3, limited Assessments under Section 6.5, and all other Assessments assessed to and levied against the Units pursuant to this Declaration and the Act. Annual Assessments and special Assessments shall be allocated and assessed among the Units in accordance with the allocation formula set forth in Section 4.2. Limited Assessments under Section 6.5 shall be allocated and assessed to Units as set forth in Section 6.5. Other Assessments may be allocated and assessed as provided in the Governing Documents and the Act. Notwithstanding anything to the contrary in the Governing Documents (but to the extent allowed or authorized by, and not prohibited by, the Act), the annual budget of the Association need not include reserves for the Association's replacement of components of the Property (i) that have a remaining useful life of more than thirty (30) years, (ii) whose replacement will be funded by special Assessments under Section 6.3 (subject to the approval requirements set forth in Section 6.6.5, as applicable), or (iii) whose replacement will be funded by limited Assessments under Section 6.5 (subject to the approval requirements set forth in Section 6.6.5, as applicable). The Association shall keep the replacement reserves in one (1) or more than one (1) account separate from the Association's operating funds, and shall not use or borrow from the

replacement reserves to fund the Association's operating expenses; provided, that this restriction shall not affect the Association's authority to pledge or encumber the replacement reserves as security for a loan to the Association. No portion of the replacement reserves need be segregated for the replacement of specific components of the Property.

6.2 Annual Assessments. Annual Assessments shall be established and levied annually by the Board. Each annual Assessment shall cover all of the anticipated Common Expenses of the Association for that year which are to be shared by all Units in accordance with the allocation formula set forth in Section 4.2. Annual Assessments shall be payable in equal monthly installments. Annual Assessments shall provide, among other things, one or more than one adequate reserve fund for the maintenance, repair, and replacement of the Common Elements and of those parts of the Units for which the Association is responsible to maintain, repair, or replace (by reason of ordinary wear and tear or obsolescence) (but subject to the provisions in Section 6.1 limiting the obligation to include reserves in the Association's annual budget). Except for (i) the variations authorized by Section 6.5, and (ii) increases in premiums on insurance carried by the Association, the increase in the annual Assessment for any fiscal year shall not be more than five percent over the previous year's annual Assessment unless the increase is approved by Owners entitled to cast at least two-thirds of the votes in the Association represented, in person or by proxy, at a meeting called for that purpose, or represented in a vote by written ballot.

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 (regardless of whether the Special Assessment is to be levied in one or more than one year and regardless of whether the purpose of the Special Assessment (for example, a construction project) is to take place in more than one year) against all Units in accordance with the allocation formula set forth in Section 4.2 (all to the extent allowed or authorized by, and not prohibited by, the Act). Among other things, special Assessments may be assessed for the purpose of defraying in whole or in part (i) the cost of any unforeseen and unbudgeted Common Expense, (ii) general or specific reserves for maintenance, repair, or replacement, and (iii) the maintenance, repair, or replacement of any part of the Property, and any fixtures or other property related thereto. Notwithstanding the foregoing, any special Assessment shall be subject to approval by Owners entitled to cast at least two-thirds of the votes in the Association represented, in person or by proxy, at a meeting called for that purpose, or represented in a vote by written ballot.

6.4 Special Quorum Requirements. The quorum for purposes of the votes cast by Owners as referred to in Sections 6.2 and 6.3, shall be sixty percent of the total votes in the Association. If the required quorum is not met at the relevant meeting or by written ballot voting, a subsequent meeting or vote by written ballot may be called or noticed and the required quorum at the subsequent meeting or the subsequent vote by written ballot shall be thirty percent of the votes in the Association. The subsequent meeting shall be held, or the deadline for submissions to the Association of written ballots shall be, no later than sixty days following the initial meeting or the initial deadline for submissions of written ballots.

6.5 Limited Assessments. In addition to annual Assessments and special Assessments, the Board may, at its discretion (and, in certain instances set forth in this Section 6.5, shall), levy and allocate limited Assessments among all or only certain Units in accordance with the following requirements and procedures:

6.5.1 Any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element may be assessed exclusively against the Unit or Units to which that Limited Common Element is assigned, equally or on such other fair basis that the Board shall determine.

6.5.2 Any Common Expense benefiting fewer than all of the Units may be assessed exclusively against the Unit or Units benefited, equally, according to the cost for each Unit, or on such other fair basis that the Board shall determine; provided, that the Association may only levy an Assessment pursuant to this Section 6.5.2 only in accordance with the relevant provisions or qualifications in the Act.

6.5.3 Reasonable attorneys' 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 may be assessed against the Owner's Unit.

6.5.4 Late charges, fines, and interest may be assessed as provided in Section 14.

6.5.5 Assessments levied under Section 515B.3-116 of the Act to pay a judgment against the Association may be levied equally only against the Units existing at the time the judgment was entered.

6.5.6 If any damage to the Common Elements or another Unit is caused by the act or omission of any Owner or Occupant, or his or her guests, the Association may assess the costs of repairing the damage, or any increase in insurance rates directly attributable to the act or omission, exclusively against the Owner's Unit to the extent that the damage is not covered by insurance.

6.5.7 If any Assessment or installment of an Assessment becomes more than thirty days past due, then the Association may, upon at least ten days written notice to the Owner, declare the entire amount of the Assessment immediately due and payable in full.

Assessments levied under this Section 6.5 may, at the Board's discretion, be assessed as a part of, or in addition to, the other Assessments assessed and levied under this Declaration.

6.6 Replacement Reserves. The Association shall include in its annual budgets contributions to replacement reserves projected by the Board to be adequate, together with past and future contributions to replacement reserves, to fund the replacement of those components of the Units and Common Elements the Association is obligated to replace by reason of ordinary wear and tear or obsolescence, subject to the following:

6.6.1 The amount annually budgeted for replacement reserves shall be adequate, together with past and future contributions to replacement reserves, to replace the components as determined based upon the estimated remaining useful life of each component; provided that portions of replacement reserves need not be segregated for the replacement of specific components.

6.6.2 Annual budgets need not include reserves for the replacement of components (i) that have a remaining useful life of more than thirty years, (ii) which

replacement will be funded by limited Assessments pursuant to Section 6.5.1 (if approved pursuant to Section 6.6.5) or by special Assessment (if approved pursuant to Section 6.6.5).

6.6.3 Replacement reserve funds shall be maintained in an account or accounts separate from operating funds and shall not be used or loaned to fund operating expenses, subject however to any authority granted the Association to pledge the replacement reserves as security for a loan to the Association.

6.6.4 The adequacy of the replacement reserves shall be reevaluated at least every third year.

6.6.5 Subject to approval (i) by the Board and (ii) by Owners of Units to which fifty-one percent of the votes in the Association are allocated, the Association need not annually assess for replacement reserves to replace those components whose replacement is planned to be paid by special Assessment or by limited Assessment pursuant to Section 6.6.2. The approval provided for in the preceding sentence shall be effective for no more than the Association's then current fiscal year and for the three following fiscal years, subject to modification or renewal by the same approval standards.

6.6.6 In the event the Association is, at any given time, obligated to begin to reserve for the replacement of a particular component within the Property that the Association is obligated to replace (where such obligation to reserve did not previously exist), then (i) the pre-existing portion of the reserve fund shall not be used to fund the replacement of that component going forward and (ii) all reserves going forward shall be available for the replacement of all components within the Property that the Association is obligated to replace.

6.7 Liability of Owners for Assessments. The obligation of an Owner to pay Assessments with respect to the Owner's Unit shall commence at the time that the Owner takes title to the Unit. The Owner at the time an Assessment or an installment thereof is payable with respect to the Unit is personally liable for the share of the Common Expenses assessed against such Unit. The Owners' liability is joint and several where there are multiple Owners of a Unit. The liability is absolute and unconditional. No Owner is exempt from liability for payment of Assessments 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, by reason of any claim against the Association or its officers, directors, or agents, or by reason of the Association's failure to fulfill any duties under the Governing Documents or the Act.

6.8 Assessment Lien. The Association has a lien against a Unit for any Assessment assessed to and/or levied against that Unit from the time the Assessment becomes due. 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 as authorized by Section 515B.3-102(a)(10), (11), and (12) of the Act are liens, and are enforceable as Assessments, under this Declaration or the Act. Recording of this Declaration constitutes record notice and perfection of any lien under this Declaration and the Act, 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.

6.9 Foreclosure of Lien; Remedies. A lien for Assessments may be foreclosed by the Association against a Unit under the laws of the state of Minnesota (i) by action, or (ii) by advertisement. The Association shall have a power of sale to foreclose the lien in a like manner as a mortgage containing a power of sale. The Association, or its authorized representative, shall have the power to bid in at the foreclosure sale and 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 advertisement or otherwise. The Association shall, in addition to its foreclosure 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.

6.10 Lien Priority; Foreclosure. A lien for Assessments is prior to all other liens and encumbrances on a Unit except (i) liens and encumbrances recorded before the recording of the Existing Declaration, (ii) any first mortgage on the Unit, and (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 after June 1, 1994, and (iii) no Owner redeems during the Owner's period of redemption provided by Minnesota Statutes Chapter 580, 581, or 582, then the holder of the sheriff's certificate of sale from the foreclosure of the first mortgage (or any Person who acquires title to the Unit by redemption, as set forth in the Act) shall take title to the Unit subject to the Association's lien against the Unit for unpaid Assessments levied pursuant to Sections 515B.3-115(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 in said mortgage foreclosure.

6.11 Voluntary Conveyances; Statement of Assessments. In a voluntary conveyance of a Unit, the grantee of the Unit shall not be personally liable for any unpaid Assessments and other charges made by the Association against the Unit or the grantor of the Unit prior to the time of conveyance to said grantee, unless expressly assumed by said grantee. However, the lien of such Assessments shall remain against the Unit until released. Any such grantee or grantor 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, and on such grantee or grantor.

6.12 Governmental Assessments. If a governmental assessment or other governmental charge is levied against any Units or the Common Elements for improvements to roadways, utilities, or other infrastructure improvements serving the Property, the Association shall have authority, but shall not be obligated, to allocate and levy such assessments or charges equally against all Units, notwithstanding the fact that the levy made by the City or other governmental authority affects only certain of the Units or the Common Elements.

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, the Rules and Regulations, and the Act, as amended from time to time. All covenants, restrictions, easements, 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 Prohibited. Except as permitted by the Act, no part of the Common Elements may be subdivided or partitioned without the prior unanimous written approval of the Owners and secured parties holding first mortgages on the Units.

7.3 Residential Use. The Units shall be used by Owners and Occupants and their guests exclusively as private, single family residences, and not for transient, hotel, commercial, business, or other non-residential purposes, except as provided in Section 7.4 and in other provisions of the Governing Documents. Any occupancy of a Unit which includes services customarily furnished to hotel guests shall be presumed to be for transient or hotel purposes (there shall be the presumption that the occupancy of a Unit by an Occupant is transient or hotel in nature if the Unit is not the sole residence of the Occupant). Garages shall not be used for living or sleeping quarters. No Owner or Occupant shall advertise a Unit for use, lease, or occupancy through or with, and no Owner or Occupant shall allow the use, lease, or occupancy of a Unit through or with, any vacation-type rental (or social use) programs or services such as Airbnb or VRBO®.

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 as follows:

An Owner or Occupant residing in a Unit may keep and maintain his or her business or professional records in such Unit and handle matters relating to such business by telecommunications or correspondence therefrom; provided, that such uses (i) are incidental to the residential use, (ii) do not involve physical alteration of the Unit, (iii) are permitted by and comply with all governmental laws, ordinances, and regulations, (iv) do not involve any observable business activity such as signs, advertising displays, regular deliveries, or frequent visitation to or use of the Unit, by customers, employees or vendors, and (v) do not involve disturbing noise, air pollution, safety hazards, or increased insurance risk. Notwithstanding the foregoing or anything to the contrary in this Declaration, (i) daycares or other facilities for the care of one or more than one minor Person which is operated in exchange for compensation, whether monetary or otherwise, are prohibited on the Property and (ii) boarding facilities, halfway houses, non-transitional housing, animal shelters, group homes, residential or non-residential treatment or other care facilities, any type of assisted-living facility or home, or any social service or assistance program or any component thereof, are prohibited on the Property all to the extent such restrictions do not violate the law.

7.5 Leasing. Leasing of Units shall be allowed, subject to reasonable regulation by the Association, and subject to the following conditions: (i) no Unit shall be leased for transient

or hotel purposes (any occupancy which includes services customarily furnished to hotel guests, or such occupancy is for a period of less than thirty days, shall be presumed to be for hotel purposes), (ii) except for a first mortgagee holding title to a Unit following a mortgage foreclosure or taking a deed in lieu of a mortgage foreclosure, no Unit may be leased for a term of less than six consecutive months unless approved in advance by the Board, (iii) no Unit may be subleased, (iv) a Unit must be leased in its entirety (not by room), (v) all leases shall be in writing, (vi) all leases shall provide that they are subject to the Governing Documents, the Rules and Regulations, and the Act, and that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. Any lease of a Unit (except for occupancy by guests with the consent of the Owner) for a period of less than thirty days, or any occupancy which includes services customarily furnished to hotel guests, shall be presumed to be for transient purposes, and (vii) no Owner or Occupant shall advertise a Unit for use, lease, or occupancy through or with, and no Owner or Occupant shall allow the use, lease, or occupancy of a Unit through or with, any vacation-type rental (or social use) programs or services such as Airbnb or VRBO[®]. A copy of the lease shall promptly be delivered to the Association after it is fully signed. The Association may impose such reasonable Rules and Regulations as may be necessary to implement procedures for the leasing of Units and for governing and restricting, house sitting and for governing, restricting, or prohibiting other occupancy situations that are not traditionally considered to be leasing situations. Any violation of the Governing Documents, the Rules and Regulations, the Act, or any such laws, Rules and Regulations, and ordinances, by any Person occupying or visiting a Unit (whether or not pursuant to a lease) shall be deemed to be a violation by the Owner of that Unit. Any resulting fines or other penalties imposed by the Association upon that Owner shall be the personal responsibility to the Association of that Owner, shall be assessed against the relevant Unit owned by that Owner, and shall be a lien in favor of the Association and against each such Unit. Such lien may be enforced by the Association in the same manner as any other lien set forth in the Governing Documents or the Act.

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 living in the Unit pursuant to a legal right of possession; provided, that such Persons shall be subject to the Governing Documents, the Rules and Regulations, and the Act. 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 (and if such possession is in accordance with, and allowed by, the provisions of Section 7.5), then those Persons shall have the right to use any common recreational facilities, parking, storage, and other amenities on the Property in lieu of the Owner and the Owner's family.

7.7 Storage and Parking. Personal property shall not be stored, displayed, or otherwise left outside the Dwellings, except as authorized in writing by the Association, the Rules and Regulations, or by this Declaration. Garages 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, and such other incidental uses as may be authorized in writing by the Association. Garages and other parking areas 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 automobiles or similar vehicles in the garages and parking areas except as authorized in writing by the Association or by the Rules and Regulations. The use of garages, driveways, and other parking areas on the Property, and the amount, size, and types of vehicles and personal property permitted thereon,

shall be subject to regulation (through Rules and Regulations) by the Association consistent with this Section 7.7 including without limitation the right of the Association to tow vehicles parked in unauthorized areas or in a manner not authorized by the Association and the right of the Association to remove personal property kept in a manner or location that is not authorized by the Association or by this Declaration.

7.8 Pets. The Board shall have the exclusive authority to regulate or prohibit, by Rules and Regulations, the keeping of animals on the Property; provided, that the Board may only permit dogs, cats, small birds, small fish, and other animals generally recognized as common domestic house pets (collectively referred to in this Section 7.8 as “pets”). The word “animal” herein shall be construed in its broadest sense and shall include all living creatures except humans. Notwithstanding the foregoing, the following conditions shall apply to all pets kept on the Property:

7.8.1 Rules and Regulations may be adopted by the Association to prohibit or regulate pets on the Property including, but not limited to, the type, breed, and number of pets allowed to be kept in a Unit; provided, that an Owner shall be allowed to keep two pets within that Owner’s Unit.

7.8.2 Pets shall be kept solely as common domestic house pets (and/or as statutorily authorized “assistance animals,” “therapy animals,” or the like, used by handicapped/disabled Persons, subject to the relevant federal and Minnesota laws and regulations governing handicapped/disabled Persons) and not for any other purpose. No animal of any kind shall be raised or bred, or kept for business or commercial purposes, by any Person upon any part of the Property.

7.8.3 Pets shall not be allowed to make an unreasonable amount of noise, nor to become a nuisance or a threat to the safety of Owners, Occupants, and their guests.

7.8.4 Pets shall be housed only within the Dwellings, and shall not be kept in the garage within a Dwelling. No structure, fence or enclosure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Property, except as approved pursuant to Section 8.

7.8.5 Pets shall be under control at all times when outside the Dwelling, and either in a pet carrier or on a leash.

7.8.6 The Board shall have authority to determine in its sole and absolute discretion whether a particular pet shall be permanently removed from the Property based upon the pet’s behavior or the failure of the pet’s owner to comply with this Section 7, applicable governmental restrictions, laws, or ordinances, or any additional restrictions approved by the Board; provided, that such removal shall be subject to Section 14.3.

7.8.7 Owners and Occupants keeping pets within their Units are responsible for the pet’s behavior and for complying with municipal pet laws, ordinances, and regulations. An Owner is liable to the Association for the cost of repair of any damage to the Property, or the damages and expenses associated with any personal injury, caused by an animal (i) kept by that Owner on the Property, (ii) kept on the Property by an Occupant of that Owner’s Unit, or (iii) brought upon the Property by a guest or invitee of

that Owner or that Occupant. The owner of that animal (if not that Owner) shall also be liable for such costs, damages, and expenses.

7.8.8 Any fine, or costs for repair or injury, imposed upon an Owner for a failure to comply with any pet restrictions shall be charged to the Owner and shall be an Assessment against the Owner's Unit.

7.9 Signs and Personal Property. The erection, keeping, or use of signs and personal property on the exterior of a Dwelling, or other parts of a Unit visible from the exterior, shall be subject to review and regulation as provided in Section 8.

7.10 Quiet Enjoyment; Interference Prohibited. Owners and Occupants and their guests shall have a right of quiet enjoyment in their respective Units, and shall use the Property in such a manner as will not cause a disturbance or nuisance, nor unduly restrict, interfere with, or impede the use 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 their guests, 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, or a committee appointed by it, as provided in Section 8. The Board, or the appointed committee if so authorized by the Board, shall have authority to establish reasonable criteria and requirements for alterations, and shall be the sole judge of 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 (but only upon prior reasonable notice to the Owner and Occupant of the Unit, in a non-emergency situation) for maintenance purposes under the conditions prescribed in Section 9 and for enforcement purposes under Section 14.

SECTION 8

ARCHITECTURAL STANDARDS

8.1 Restrictions on Alterations. One of the purposes of this Declaration is to ensure that those parts of the Units which are visible from the exterior be kept architecturally attractive

and uniform in appearance. Therefore, except as set forth in Section 8.5, the following restrictions and requirements shall apply to alterations on the Property:

8.1.1 Except as expressly provided in this Section 8, and subject to Section 8.5, no modifications, improvements, repairs or replacements of any type, whether temporary or permanent, structural, aesthetic, or otherwise (collectively referred to as "alterations"), including, but not limited to, any structure, Building, addition, deck, patio, fence, firewood storage bins, lighting, ornaments, storage tanks, private water supply systems, wall, enclosure, window, exterior door, antenna or other type of sending or receiving apparatus, sign, flag, display, decoration, color change, shrubbery, material topographical or landscaping change, nor any other improvements to or alternations of any Unit which (i) affects the Common Elements, the Limited Common Elements, or another Unit, or (ii) which is visible from the exterior of the Unit, shall be, or caused or allowed to be, commenced, erected, placed, constructed, or maintained in any part of the Common Elements or in any Unit unless and until the plans and specifications showing the nature, kind, shape, height, color, materials, and locations of the alterations shall have been approved in writing by the Board or a committee appointed by it.

8.1.2 The Board may appoint, supervise, and disestablish an architectural review committee (the "ARC"), and specifically delegate to the ARC part or all of the functions which the Board exercises under this Section 8, in which case the references to the Board shall refer to the ARC where appropriate. The ARC shall be subject to the supervision of the Board.

8.1.3 The Board shall establish the criteria for approval of alterations, which shall include and require, at a minimum:

- 8.1.3.1 Substantial uniformity of color, location, type, and design in relation to existing Units,
- 8.1.3.2 Comparable or better quality of materials as used in existing improvements on the Property,
- 8.1.3.3 Ease of maintenance and repair,
- 8.1.3.4 Adequate protection of the Property, the Association, Owners, and Occupants from liability and liens arising out of the proposed alterations,
- 8.1.3.5 Substantial preservation of other Owners' sight lines, if material, and
- 8.1.3.6 Compliance with governmental laws, codes, and regulations.

8.1.4 The Board shall be the sole judge of whether such criteria are satisfied. The purpose of the criteria established by the Board shall be (i) to preserve the architectural style and uniformity, the quality, and value of the Property, and (ii) to protect the Association and the Owners from undue liability arising out of the alterations or any construction activity in connection therewith.

8.1.5 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:

8.2.1 Detailed plans, specifications, and related information regarding any proposed alteration, in form and content acceptable to the Board, shall be submitted to the Board at least sixty days prior to the projected commencement of construction. No alterations shall be commenced prior to approval.

8.2.2 The Board shall give the Owner written notice of approval or disapproval. If the Board fails to approve or disapprove within ninety days after receipt of said plans and specifications and all other information requested by the Board or the ARC, then approval shall be deemed to be granted; provided, that the alterations are done in accordance with the plans, specifications and related information which were submitted.

8.2.3 If no request for approval is submitted, approval shall be deemed to be denied.

8.2.4 In the event that the Board incurs expenses for professional review or analysis of the plans, specifications, and related information submitted by an Owner in connection with that Owner's request for alterations (which professional review or analysis the Board or the architectural control committee have the discretion to undertake), the costs for the professional review or analysis shall be the personal obligation for the requesting Owner, be a lien against that Owner's Unit as an Assessment, and be due and payable by the requesting Owner to the Association as a condition for approval of the request for the alterations. Notwithstanding anything to the contrary in this Section 8, and notwithstanding a denial of the Owner's request for the alterations, the costs incurred by the Board for the professional review or analysis shall be the personal liability of the requesting Owner and be a lien against that Owner's Unit.

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 incurred by the Association, 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 shall hereby have an easement on and over said Unit, to restore any part of the Unit to its prior condition if any alterations were made in violation of this Section, and the cost of 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 harmless, defend, and indemnify the Association, and its officers, directors, other Members, and agents 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 Exemptions. The requirements set forth in this Section 8 (except Section 8.4) shall not apply to the following:

8.5.1 Antennas. The following antennas may be installed on a Unit, as permitted by applicable federal law: (i) one antenna one meter or less in diameter for the purpose of receiving direct broadcast/satellite service or video programming services, or (ii) any antenna for receiving television broadcast signals. However, the Board may, to the extent provided by law, require that the antenna be installed so as to minimize its visibility from the front of the Unit and otherwise camouflage its appearance, unless such requirements would (i) unreasonably delay installation, (ii) unreasonably increase the cost of installation, maintenance, or use of the antenna, or (iii) preclude reception of an acceptable quality signal. Such installation shall be subject to all governmental laws, codes and ordinances, including any limit on the height of television broadcast antennas. The Board shall have authority to impose further, reasonable requirements consistent with law. The Owner or Occupant of the Unit shall perform and pay for the installation, maintenance, and repair of the installation.

8.5.2 Flags. The flags of the United States and Minnesota may be displayed within a Unit or within a Limited Common Element allocated to the Unit, to the extent permitted by law. Such display and installation shall be subject to any relevant Rules and Regulations established by the Association that are consistent with applicable law.

SECTION 9

MAINTENANCE

9.1 Maintenance by the Association. The Association shall maintain, repair, and replace (the terms "maintain," "repair," and "replace," whether applying to the Association or an Owner, are collectively referred to in this Section 9, and in other relevant provisions in this Declaration, as "maintain" or "maintenance") the Common Elements and all improvements thereon. In addition, for the purpose of preserving the architectural character, quality, and uniform and high standards of appearance for the Property, the Association shall maintain the exteriors of the Dwellings and Units in accordance with this Section 9, as follows:

9.1.1 Maintenance of siding, soffits, fascia, brick, decorative louvers, chimney caps, house numbers, and trim. The maintenance referred to in this Section 9.1.1 shall include, but not be limited to, caulking, painting, tuckpointing, and related maintenance, as applicable, to the components set forth in this Section 9.1.1. Common Expenses incurred by the Association for the full replacement of the siding (including any related components, such as trim, flashing, or vents) on an entire Building (in one discrete project) shall be paid by special Assessment, or by limited Assessment pursuant to

Section 6.5.2; provided, that Common Expenses incurred by the Association for such full replacement of siding (including any related components) on an entire Building and paid by limited Assessment shall be assessed equally to each Unit which contains a Dwelling within that Building. The Association shall not annually assess for replacement reserves to replace siding, subject to approval set forth in Section 6.6.5, as applicable (replacement of a single piece of siding, or the like, is deemed to be maintenance or repairs, and not replacement).

9.1.2 Maintenance of the following vents: soffit and roof vents (but not maintenance or cleaning of soffit vents or roof vents within the attic space of the Dwelling), bath, cooking, laundry dryer, furnace, and combustion air and exhaust vents (but not the piping leading to any of those vents and not the cleaning of the exterior laundry dryer vent/vent screens or flappers).

9.1.3 Maintenance of the exterior of enclosed (whether screened or otherwise) porches and sun porches; provided, that the maintenance to be performed on or of any particular component of the porch shall only be performed if, and to the same extent, the Association maintains that same component on other exterior portions of the Dwelling.

9.1.4 Maintenance of roofs (exclusive of structural supports and other structural portions of the Dwellings, and excluding sheathing unless maintenance of the sheathing is necessary in connection with the maintenance of roofs). At the Association's discretion, the Association may remove snow and of ice dams from roofs (whether as a preventative measure, or otherwise). Common Expenses incurred by the Association for the full replacement of the roof (including any related components, such as flashing or vents) on an entire Building (in one discrete project) shall be paid by special Assessment or by limited Assessment pursuant to Section 6.5.2; provided, that Common Expenses incurred by the Association for such full replacement of a roof (including any related components) on an entire Building and paid by limited Assessment shall be assessed equally to each Unit which contains a Dwelling within that Building. The Association shall not annually assess for replacement reserves to replace roofs, subject to approval set forth in Section 6.6.5, as applicable (replacement of one shingle, or a few shingles, or the like, is deemed to be maintenance or repairs, and not replacement).

9.1.5 Maintenance of roof flashings, roof skylights (whether traditional or tubular) and roof skylight systems (including, but not limited to, glass or plastic viewing area, trim, framing, flashing, and mechanical components), and powered roof vents; provided, that the that Common Expenses incurred by the Association to maintain skylights, skylight systems, and powered roof vents within a Unit shall be assessed by the Association against the Unit.

9.1.6 Maintenance of driveways (including the concrete apron adjacent to the garage, if any), streets, parking areas, asphalt walkways, retaining walls, fences and railings on retaining walls, street gutters, front entry stoops, front entry sidewalks, window wells, and railings attached to window wells.

9.1.7 Maintenance of overhead garage doors (including, but not limited to, door panels, and exterior door frames and trim; which maintenance shall include, but not be limited to, painting of door panels); provided, that the Association shall not maintain any

overhead garage door tracks, rollers, hinges, springs, openers, transmitters, weatherstripping, or other overhead garage door hardware, except that relevant garage door hardware shall be replaced (or removed and reinstalled) by the Association when the Association fully replaces an overhead garage door.

9.1.8 Snow removal from streets, driveways, parking areas, asphalt walkways, street gutters, front entry stoops, and front entry sidewalks, all in accordance with snow removal policies established by the Association. Sanding said streets, parking areas, asphalt walkways, and street gutters (but not driveways, front entry stoops, or front entry sidewalks), all in accordance with snow removal policies established by the Association.

9.1.9 Lawn and landscaping maintenance, all in accordance with the policies established by the Association; provided, that Common Expenses incurred by the Association to maintain plants, landscaping, and flowers not planted or installed by the Association on or within the Unit may be assessed by the Association against the Unit) (note: Owners, not the Association, shall water any lawn, shrubs, and trees not covered by irrigation systems maintained by the Association (if any)).

9.1.10 Trim and maintain trees originally planted, or planted by the Association; provided, that the Association shall trim trees not originally planted, and not planted by the Association but only to the extent deemed necessary by the Association to reduce or prevent damage to the Property or Persons. The Association shall remove the stumps of trees removed by the Association.

9.1.11 Trim all shrubs (except those shrubs that an Owner elects to maintain according to Association standards). Maintain shrubs originally planted, or planted by the Association.

9.1.12 If, under this Section 9.1, an Owner is required to maintain plants, landscaping, or flowers not planted or installed by the Association, and if the Owner fails to perform such maintenance, the Association shall have the right to restore all such areas on which those plants, landscaping, or flowers exist or existed to lawn space, natural landscaping, or other typical natural conditions, and the Common Expenses incurred by the Association to undertake that work shall be assessed by the Association against the Unit.

9.1.13 Maintenance of entrance signs, street signs, street lights, and mailboxes, all as originally installed or as installed by the Association. Maintenance of the storage shed installed by the Association.

9.1.14 Maintenance of sewer, water, and gas utility lines, systems, and apparatus (including, but not limited to, wiring, valves, disconnects and related devices), but only those portions of such sewer, water, and gas utility lines, systems, and apparatus that are located outside of the Dwelling. That Association shall also, as needed, unplug a sewer line that serves more than one (1) Unit.

9.1.15 Maintenance of light fixtures attached to the front exterior of a Dwelling that surround the garage, (including, but not limited to, photocells and motion detectors attached to light fixtures, if any) (Association will not clean those light fixtures, maintain

the wiring or switches, or change light bulbs in those light fixture). Maintenance of walkway security lights as originally installed or as installed by the Association.

9.1.16 Maintenance of irrigation systems and irrigation meter houses, all as originally installed (if any), and as installed or replaced by the Association.

9.1.17 Maintenance of roof gutters, downspouts, gutter extensions, and roof rain diverters (which work shall also include periodically cleaning of said gutters, all as deemed necessary by the Association).

9.1.18 Exterior control of pests, to the extent deemed necessary by, and at intervals established by, the Association.

The Association shall have easements as described in Section 13 to perform its obligations under this Section 9.1, and added pursuant to Section 9.3. The Association may, by Rules and Regulations, further define its obligations within the categories of maintenance, repair, and replacement obligations set forth in this Section 9.1 and added pursuant to Section 9.3. All maintenance, repairs, and replacements performed by the Association under this Section 9 shall be funded by annual Assessments, unless otherwise provided in Section 9.1. Notwithstanding the foregoing, the Association reserves the right to levy and allocate the cost of any maintenance, repair, and replacement performed under this Section 9 to one or more than one Unit, pursuant to Section 6.5.

9.2 Optional Maintenance by Association. In addition to the maintenance, repair, and replacement described in Section 9.1, the Association may, with the approval of seventy-five percent of the total votes of the Association, provide additional exterior maintenance, repair, and/or replacement to the Units and the Dwellings. No amendment to this Declaration shall be required to create the obligation of the Association to provide the additional exterior maintenance, repair, and/or replacement referred to in this Section 9.2.

9.3 Excluded Maintenance. Unless authorized or required under Sections 9.1 or 9.2, the Association's maintenance obligations shall exclude Dwelling walls, floors (including, but not limited to, subflooring and finished flooring), ceilings, and structural elements; framing, sheathing, masonry, and insulation of and in the Dwellings; roof trusses; attic ventilation chutes; insulation; foundations and foundation walls; footings; stoops in the rear part of the Units; patios (constructed of any material, including, but not limited to, concrete, bricks, or other pavers); railings; garage floors; decks and related deck systems (including, but not limited to, deck flooring, railings, spindles, stairs, stair systems, posts, footings, ledger boards, hangers, joists, and skirt boards); glass and weatherseals; windows and window frames; window hardware; screens; entry doors, frames, and sidelights; storm doors and frames; sliding doors and frames; awnings and awning systems; screen doors; door hardware; privacy walls; support posts for front entry overhangs (excluding the metal wrap, which is considered part of the siding of the Dwelling); doorbell and doorbell systems; flues; flue and chimney cleaning; fireplaces (whether gas or otherwise); chimney and fireplace vents; telephone, cable, TV, satellite, and other communication lines and apparatus; satellite dishes and other signal receiving equipment; utility systems (including, but not limited to, mechanical, electrical, plumbing, gas, water, and sewer systems); exterior water spigots and sillcocks; the cleaning of dirt and lint from exterior vents, vent screens, and flappers; air conditioners and all related equipment and lines, as well as pads/support bases; furnace; ducts; smoke detectors; carbon monoxide detectors; radon detection

or remediation systems; water heater; appliances; plumbing and electrical fixtures; drain tile systems, sump pumps, and related discharge systems; light bulb replacement; wiring and switches to and for light fixtures; electrical outlets and receptacles; water faucets; trim and maintain trees not originally planted, or not planted by the Association; removal of snow underneath and around parked vehicles and other personal property; removal the amount of snow and ice from driveways, stoops, patios, and sidewalks that are not covered by the Association's contract with its snow removal contractor; and all other items not specifically required to be maintained by the Association under Section 9.1, or added pursuant to Section 9.2.

9.4. Maintenance by Owner. Except for the exterior maintenance required to be provided by the Association under Section 9.1 or 9.2, all maintenance of the Units shall be the sole obligation and expense of the Owners thereof. Owners shall keep and maintain their Units in good, clean, sanitary, and repaired condition, and in compliance with all applicable government requirements, the Governing Documents, and the Rules and Regulations. Owners shall perform all of their obligations under this Section 9.4 in such a manner as not to (i) damage the Property, (ii) unreasonably disturb or cause a hazard to other Persons occupying or using the Property, or (iii) cause waste or unreasonable use of common utilities or utilities that serve the Unit but that are commonly metered (if any). The Association may require that any exterior maintenance of the Units to be performed by the Owner under the Governing Documents be accomplished pursuant to procedures, standards, guidelines, and criteria established by the Association (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). The Association may also undertake any maintenance of a Unit which affects or concerns the exterior of the Unit, or another Unit, or the Common Elements, which the responsible Owner fails to or improperly performs and assess the cost thereof to the Unit and charge the cost thereof to the Owner of the Unit. Such cost shall be a personal obligation of the Owner and be assessed as a lien against the Owner's Unit. Owners and Occupants shall promptly notify the Association of defects in, damage to, or needed repairs to, those parts of the Property which the Association is obligated to maintain. For the purpose of preventing damage to, and breakage of, water, sewer, and other utility lines and pipes within a Dwelling, all Owners, at all times, shall maintain the temperature in their Dwellings no lower than fifty-five degrees Fahrenheit; subject, however, to an Owner's inability to maintain such temperature due to causes beyond the Owner's reasonable control.

9.5 Damage Caused by Owner. Notwithstanding any provision to the contrary in this Declaration, if, in the judgment of the Association, the need for maintenance, repair, or replacement of any part of the Property is caused by the willful or negligent act or omission of an Owner or Occupant, or their guests or tenants, or by a condition in a Unit which the Owner or Occupant has willfully or negligently allowed to exist, the Association may cause such damage or condition to be repaired or corrected (and enter upon any Unit to do so). The cost of the repair or correction may be assessed to and levied against the Unit of the Owner responsible for the damage, and shall be a personal obligation of the Owner and a lien against that Owner's Unit. Notwithstanding the foregoing, in the case of a Party Wall, the Owners of the Units sharing the Party Wall shall be liable as provided in Section 10.

9.6 Access for Maintenance. 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 the case of an emergency.

9.7 Trash/Recycling Removal. Unless the City provides for the removal of trash and recyclable materials from the Property, the Association has the authority, but not the obligation, to contract with one (1) or more than one (1) 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.

9.8 Duty to Report Defects and Needed Repairs. Owners or Occupants shall promptly report to and notify the Association of any defect in or need for repair to those parts of the Property which the Association is obligated to maintain.

9.9 Cable/Satellite Television and Other Electronic Communications Systems. The Association has the authority, but not the obligation, to contract with one (1) or more than one (1) provider for cable television, satellite television, internet, digital subscriber line service, and other electronic communications systems, to serve 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 of any such provider that are not covered by the basic or general costs charged by any such provider to the Association, the Association may assess the costs of those additional services to the Unit owned by that Owner or occupied by that Occupant and charge such costs to the Owner of that Unit (the Association shall not be obligated, however, to contract or provide for such additional services, and may require that the Owner or the Occupant requesting such additional services contract directly with the relevant provider for those additional services).

SECTION 10

PARTY WALLS

10.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding Party Walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

10.2 Repair and Maintenance. The Owners of the Units which share the Party Wall shall be responsible for the maintenance, repair and replacement of the Party Wall in equal proportions; provided, (i) that any maintenance, repair or replacement necessary due to the acts or omissions of a certain Owner or Occupant sharing such Party Wall shall be paid for by such Owner, and (ii) that the Association may, at its discretion, contract for and supervise the repair of damage caused by an Owner or Occupant and assess the Owners for their respective shares of the cost to the extent not covered by insurance. Such cost shall be a personal obligation of each affected Owner(s) and a lien against each such Owner's Unit.

10.3 Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner who has use of the Party Wall may, with the consent of the

Association, restore it, and the other Owner shall promptly reimburse the Owner who restored the wall for his or her share of the cost of restoration thereof. However, the cost of restoration resulting from destruction or other casualty resulting from the acts or omissions of certain Owners shall be the financial responsibility of such Owners, and the Association may assess the responsible Owners for their share of the costs, without prejudice to the right of an Owner to recover a larger contribution from the other Owner. Insurance claims shall be made promptly following any casualty.

10.4 Weatherproofing. Notwithstanding any other provision of this Section, any Owner who, by his or her negligent or willful act, causes or allows a Party Wall to be exposed to the elements, shall bear the whole cost of the repairs necessary for protection against such elements.

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

10.6 Dispute/Arbitration. Unless otherwise agreed in writing by the Owners sharing a Party Wall, if a dispute arises concerning the Party Wall, and the dispute is not resolved within thirty days after the event causing the dispute, then the dispute shall promptly be submitted to mediation before a qualified intermediary selected by the Association. If no mediated settlement is reached within ninety days after selection of the mediator, the dispute shall be submitted to binding arbitration under the rules of the American Arbitration Association upon written demand by the Association or any Owner whose Dwelling shares the Party Wall. The decision of the arbitrator or arbitrators shall be final and conclusive of the dispute. The arbitrator(s) and mediator's fees shall be shared equally by the parties, but each party shall pay its own attorneys' fees or other costs incurred in the arbitration.

SECTION 11

INSURANCE

11.1 Required Coverage. The Association shall, to the extent reasonably available, 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:

11.1.1 Property insurance in broad form covering all risks of physical loss in an amount equal to one hundred percent (100%) of the insurable "replacement cost" of the Property, 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 within the Units and the Dwellings (regardless of when installed): ceiling and wall finishing materials, finished flooring, cabinetry, finished millwork, electrical, heating, ventilating, air conditioning equipment, and plumbing fixtures serving a single Unit, built-in appliances, improvements and betterments, and any other items referred to in Section 515B.3-113(b)(i) through (vii) of the Act, but must do so if required by the Federal National Mortgage Association

("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal Housing Administration ("FHA"), the U.S. Department of Veterans' Affairs ("VA"), or the U.S. Department of Housing and Urban Development ("HUD"). 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 FNMA, FHLMC, FHA, VA, or 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.

11.1.2 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.

11.1.3 Fidelity bond or insurance coverage against dishonest acts on the part of the Association's directors, officers, managers, trustees, or employees, or persons responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance shall name the Association as the named insured, and shall comply with the regulations of HUD, FNMA, FHLMC, FHA, or VA, if required by one of such agencies as a precondition to the purchase, financing, insuring, or guarantee of a mortgage on a Unit. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers, or a waiver of defense based upon the exclusion of persons serving without compensation shall be added.

11.1.4 Flood insurance, if the Property 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.

11.1.5 Workers' Compensation insurance as applicable and required by law.

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

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

11.2 Premiums; Deductibles. Except as authorized by Section 6.5, 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 11, 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. All insurance deductible amounts shall be determined by the Board, in its discretion.

11.3 Loss Payee; Insurance Trustee. All insurance coverage maintained by the Association shall be written in the name of, and the proceeds thereof shall be payable to, the Association (or a qualified insurance trustee selected by it) as trustee for the benefit of the Owners and secured parties, including Eligible Mortgagees, which suffer loss. The Association, or any insurance trustee selected by it, shall have exclusive authority to negotiate, settle, and collect upon any claims or losses under any insurance policy maintained by the Association.

11.4 Required Policy Provisions. All policies of property insurance carried by the Association shall provide, if practicable, that:

11.4.1 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.

11.4.2 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 members of the Board.

11.4.3 The coverage shall not be voided by or conditioned upon (i) any act or omission of an Owner or an Eligible Mortgagee, unless acting within the scope of authority on behalf of the Association, or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

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

11.5 Cancellation; Notice of Loss. Property insurance and comprehensive liability insurance policies 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 and to all secured parties holding first mortgages on Units.

11.6 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.

11.7 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 their Eligible Mortgagees.

11.8 Owner's Personal Insurance. Each Owner shall obtain and maintain at all times personal insurance coverage (commonly known as "gap coverage" or an "HO6" policy) at his or her own expense covering fire and other casualty to all portions of the Owner's Unit not covered by the Association's property insurance, the Owner's personal property, the Owner's personal liability, and the insurance deductibles under the Association's insurance that may be allocated or assessed to the Owner's Unit (or charged to the Owner) by the Association (commonly known as "loss assessment" coverage). 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 11.8.

SECTION 12

RECONSTRUCTION, CONDEMNATION, EMINENT DOMAIN, AND TERMINATION

12.1 Reconstruction. The obligations and procedures for the repair, reconstruction, or disposition of the Property following damage or destruction thereof shall be governed by the Act, subject to Section 11. 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 as provided in Section 16.

12.2 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, (i) that notice shall be given as provided in Section 16, (ii) that the Association shall be the attorney-in-fact to represent the Owners in any related proceedings, negotiations, settlements, or agreements, and (iii) that any awards or proceeds shall be payable to the Association for the benefit of the Owners and the mortgagees of their Units. Eligible Mortgagees shall be entitled to priority for condemnation awards in accordance with the priorities established by the Act and the Governing Documents, as their interests may appear.

12.3 Termination and Liquidation. The termination of Weston Woods on the River, and the distribution of any proceeds therefrom, shall be governed by the Act.

12.4 Notice. The Association shall give written notice of any condemnation proceedings or substantial destruction of the Property to the Eligible Mortgagees entitled to notice under Section 16.10.

12.5 Association's Authority. In all cases involving reconstruction, condemnation, eminent domain, termination or liquidation of Weston Woods on the River, 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 13

EASEMENTS

Each Unit and the Common Elements, and the rights of the Owners and the Occupants, shall be subject to, and/or be benefitted by, the appurtenant easements and rights granted and reserved in this Section 13.

13.1 Access Easements. Each Unit shall be the beneficiary of an easement for access to a public roadway on or across those portions of the Common Elements designated for use as roadways or walkways, subject to any restrictions authorized by, or set forth in, the Governing Documents.

13.2 Use and Enjoyment Easements. Each Unit shall be the beneficiary of easements for non-exclusive use and enjoyment on and across the Common Elements, and for exclusive use and enjoyment of any deck, patio, or porch allocated to the Unit as a Limited Common Element, subject to any restrictions authorized by, or set forth in, the Governing Documents.

13.3 Utility and Maintenance Easements. Each Unit shall be subject to, and be the beneficiary of, perpetual, non-exclusive easements for all services and utilities servicing the Units and the Common Elements, and for maintenance, repair, and replacement as described in Section 9.

13.4 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.

13.5 Recorded Easements. The Property shall be subject to such other easements as may be recorded against it or otherwise shown on the Plat. Those recorded easements shall include, but not be limited to, those certain Declarations of Covenants, Conditions and Restrictions, and Maintenance Agreement for Private Road recorded in the office of the County Recorder in and for Anoka County, Minnesota, as Document Nos. 1084532 and 1153599. 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.

13.6 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 Existing 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.

13.7 Easement for Maintenance, Repair, Replacement, and Reconstruction. Each Unit, and the rights of the Owners and Occupants thereof, shall be subject to the rights of the Association to an exclusive, appurtenant easement on, over, and through the Unit for the purposes of maintenance, repair, replacement, and reconstruction of the Unit and other improvements located within the Unit, and utilities serving the Unit, to the extent necessary to fulfill the Association's obligations, and to comply with the Association's authority, under the Governing Documents.

13.8 Utility Easements. The Property shall be subject to non-exclusive, appurtenant easements that exist as of the date this Declaration is recorded and that are in favor of all public utility companies and other utility providers for the installation, use, maintenance, repair, and replacement of all utilities, such as natural gas, electricity, cable TV and other electronic communications, water, sewer, wells, and similar services, and metering and control devices, which exist or are constructed as part of the Property, or which are referred to in the Plat or otherwise described in this Declaration or other recorded instruments. Each Unit, and the rights of the Owners and Occupants thereof, shall also be subject to a non-exclusive, appurtenant easement in favor of the other Units for all such utilities and services. 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 Property.

13.9 Emergency Access to Units. In case of emergency, 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.

13.10 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 signs identifying Weston Woods on the River, installed at any time, and related decorative improvements on the Common Elements.

13.11 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 the Declaration.

13.12 Impairment Prohibited. No Person shall materially restrict or impair any easement benefiting or burdening the Property, or any equipment or improvements relating to the easement, subject to the Declaration and the right of the Association to impose reasonable Rules and Regulations governing the use of the Property.

13.13 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 and guests.

13.14 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 13 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 the utility lines and related equipment.

SECTION 14

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 13, in addition to the rights and remedies authorized in the Governing Documents, the Rules and Regulations, and the Act.

14.1 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, or by an Owner against the Association or another Owner, to enforce compliance with the Governing Documents, the Rules and Regulations, the Act, or the decisions of the Association. 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.

14.2 Remedies. In addition to any other remedies or sanctions, expressed or implied, administrative or legal, the Association shall have the right, but not the obligation, to implement any one or more than one of the following actions against Owners and Occupants and/or the guests of any Owner or Occupant who violate the provisions of the Governing Documents, the Rules and Regulations, or the Act:

14.2.1 Commence legal action for damages or equitable relief in any court of competent jurisdiction.

14.2.2 Impose late charges for each late payment of an Assessment or an installment thereof, plus interest at eight percent per annum or any higher rate allowed by law accruing from the first day of the month following the month for which the Assessment installment was due.

14.2.3 In the event any Assessment or installment thereof is more than thirty days past due, 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, attorney's fees, and late charges, are not paid in full prior to the effective date of the acceleration. At least ten days advance written notice of the effective date of the acceleration shall be given to the defaulting Owner.

14.2.4 Impose reasonable fines, penalties, or charges for each violation of the Act, the Governing Documents, or the Rules and Regulations; provided, that late charges and interest set forth in Section 14.2.2 shall not be covered by this Section 14.2.4.

14.2.5 If allowed by the Act, suspend the rights of any Owner to vote if the Assessments with respect to the Owner's Unit are more than ninety days past due, and suspend the rights of any Owner or Occupant and their guests to use any Common Element amenities, provided, that this suspension of use shall not apply to Limited Common Elements or deck, balcony, porch, or patio easements appurtenant to the Unit, and those portions of the Common Elements providing utilities service 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 thirty days thereafter in the case of suspension of use rights, for each violation.

14.2.6 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 his or her guests in violation of the Governing Documents, and to assess the cost of such restoration against the responsible Owner and his or her Unit.

14.2.7 Enter (upon prior reasonable notice to the Owner and Occupant of the Unit, in a non-emergency situation) 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 Dwelling 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.

14.2.8 Foreclose any lien arising under the provisions of the Governing Documents or under law, in any manner authorized by the Act.

14.3 Rights to Hearing. In the case of imposition of any of the remedies authorized by Section 7.8.6, 14.2.4, 14.2.5, 14.2.6, or 14.2.7, the Board shall, upon written request of the offending Owner, grant the offending Owner a hearing as contemplated by the Act. The hearing may be held before the Board or a committee of three or more disinterested Owners appointed by the Board. The offending Owner shall be given notice of the nature of the violation and the right to a hearing, and at least ten days within which to request a hearing. The hearing shall be scheduled by the Board/committee and held within thirty days of receipt of the hearing request by the Board/committee, and with at least thirty days prior written notice to the offending Owner. If the offending Owner fails to request, or to appear at, the hearing, then the right to a hearing shall be waived and the Board/committee may take such action as it deems appropriate. Hearings shall be conducted in a fair and equitable manner. The decision of the Board/committee and the rules for the conduct of hearings established by the Board, shall be final and binding on all parties. The Board's/committee's decision shall be delivered in writing to the offending Owner within ten days following the hearing, if not delivered to the offending Owner at the hearing. Any fines to be imposed by the Association may, at the Board's discretion, be retroactive to the date of the violation or offense.

14.4 Lien for Charges, Penalties, Etc. Any Assessments, charges, fines, 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 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 actually held until the Board/committee gives 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 Association's right to pursue any other remedy.

14.5 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, the Governing Documents, or the 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, reasonable attorneys' fees, and interest 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 or other Person acting on behalf of the Association in collecting any delinquent amounts owed to the Association by an 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.

14.6 Liability for Acts of Owners and Occupants. 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 the acts or omissions of Occupants or guests in or visiting 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 (and such expense shall be assessed by the Association against that Owner's Unit). However, any insurance deductible amount and/or increase in insurance rates, resulting from the Owner's acts or omissions may be charged to the Owner responsible for the condition and be assessed against that Owner's Unit.

14.7 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.

14.8 Alternative Dispute Resolution. In the event of a dispute between the Association and an Owner with regard to (i) the levy of a limited Assessment against that Owner's Unit or (ii) the decision by the Board or an architectural control committee appointed by the Board to deny a request by the Owner for an alteration under Section 8, the Association or the Owner may require the other party to enter into alternative dispute resolution to attempt to resolve the dispute, all in accordance with the provisions of this Section 14.8, as follows:

14.8.1 Mediation. If the disputing parties are unable to resolve their differences within thirty days following written notice of the disputed issues from one party to the other party, then any disputing party may demand that the issues be submitted to mediation. The mediation shall be conducted by a qualified mediator listed on the Civil Neutrals Roster referred to in Rule 114 of the Rules of Practice for the Minnesota District Courts, and shall be selected by the disputing parties. If the disputing parties cannot agree on a mediator within thirty days after the demand for mediation, then the mediator shall be selected by the Anoka County District Court upon application to that Court. If practicable, a mediator shall be selected who has experience with the issues being mediated. The first mediation session shall be held within thirty days following the selection of the mediator, unless the disputing parties agree to an alternative time schedule. The mediation shall be conducted pursuant to Minnesota Statutes Sections 572.31 to 572.40 (or any statutes supplementary thereto or amendatory thereof), known as the Minnesota Civil Mediation Act (the "Mediation Act"), and the disputing parties shall enter into an "Agreement to Mediate," as defined in the Mediation Act. The disputing parties shall undertake mediation in good faith and with a bona fide intent to resolve the controversy in question.

14.8.2 Arbitration If a "Mediated Settlement Agreement," as defined in the Mediation Act, is not signed by the disputing parties within thirty days following the signing of the Agreement to Mediate by the disputing parties, then any disputing party may demand binding arbitration. The arbitration shall be in accordance with the then existing rules and code(s) of ethics of the American Arbitration Association. The arbitration shall be conducted before a panel of three arbitrators (unless the disputing parties agree to one arbitrator).

14.8.3 Selection of Arbitrator(s). The disputing party demanding the arbitration shall designate in writing, within fifteen days of the demand for arbitration, the name of an arbitrator who is a member of the American Arbitration Association and who is knowledgeable in the issues being arbitrated; and the other disputing party shall designate a second arbitrator within the same period of time. The arbitrators so appointed shall select a third arbitrator within fifteen days of the date the last of the two arbitrators is selected. If the arbitrators so appointed are unable to timely select the third arbitrator, then the third arbitrator shall be selected by the Anoka County District Court upon application to that Court, as soon thereafter as possible.

14.8.4 Arbitration Hearing/Decision. The arbitrators shall proceed with diligence to hold a hearing or hearings, and to make their decision, within ninety days of the selection of the third arbitrator (or of the single arbitrator if one arbitrator is agreed upon). The arbitrators shall make their decision in strict conformity with the rules of the American Arbitration Association (the "AAA Rules"), and shall have no power to depart from or change any of the AAA Rules unless agreed to by the disputing parties. The decision of the arbitrators shall be binding upon the disputing parties and shall be enforceable by any court exercising jurisdiction over the Property or the disputing parties. The arbitration decision, and any court action or order arising out of the decision, shall not be appealable and shall be the final resolution of the issues presented for arbitration.

14.8.5 Expenses of Arbitration. If the disputing parties agree to one arbitrator, each disputing party shall pay one half of the expense of the arbitration. If the arbitration is to be conducted by three arbitrators, the party demanding the arbitration shall pay the expenses of the arbitrator selected by that disputing party; the other disputing party shall pay the expenses of the arbitrator selected by that disputing party; and one half of the expense of the third arbitrator shall be paid by the disputing party demanding the arbitration and the other half shall be paid by the other disputing party. In any event, and notwithstanding anything herein to the contrary, the prevailing party in the arbitration shall recover from the other party or parties its reasonable attorney's fees and costs of arbitration in connection with the preparation and presentation of the prevailing party's case. The arbitrators shall determine, as part of their findings, (i) which disputing party prevailed and (ii) the amount of attorneys' fees and costs to be recovered by the prevailing party.

14.8.6 Waiver of Alternative Dispute Resolution Provisions. Notwithstanding the foregoing requirements of this Section 14.8, the disputing parties may unanimously agree in writing to modify or waive one or more of those requirements for the purpose of more expeditiously resolving the disputes in question.

SECTION 15

AMENDMENTS

This Declaration may be amended, modified, and otherwise changed (including, but not limited to, the inclusion of additional restrictions) by the consent of (i) Owners of Units to which are allocated at least seventy-five percent of the votes in the Association, (ii) the percentage of Eligible Mortgagees (based upon one vote per first mortgage owned) required by Section 16 as to matters prescribed by Section 16, and (iii) the City with regard to any amendment relating to the rights of the City as set forth in Section 17. Consent of the Owners may be obtained in writing (by written ballot, written consent, or any other written method, and need not be done at or by a meeting of the Association/Owners) or at a meeting of the Association duly held in accordance with the Bylaws. Consents of Eligible Mortgagees and of the City 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 by the Secretary or the President of the Association as to the outcome of the vote, or as to the execution

of any agreements, approvals, 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 sixty-seven percent of the Units that are subject to first mortgages held by Eligible Mortgagees (based upon one vote per first mortgage owned) shall be required for any amendment to the Governing Documents which causes any change in the following: (i) voting rights; (ii) Assessments, Assessment liens, or priority of Assessment liens; (iii) reserves for maintenance, repair and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in, or rights to use, the Common Elements or Limited Common Elements; (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) insurance or fidelity bonds; (x) leasing of Units; (xi) imposition of any restrictions on an Owner's right to sell or transfer his or her Unit; (xii) a decision by the Association (if Weston Woods on the River involves fifty (50) or more Units) to establish self-management when professional management is in effect as required previously by the Governing Documents or an Eligible Mortgagee; (xiii) restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Governing Documents; (xiv) any action to terminate the legal status of Weston Woods on the River after substantial destruction or condemnation occurs; or (xv) any provisions that expressly benefit Eligible Mortgagees, insurers, or guarantors.

16.2 Consent to Certain Actions. The written consent of Eligible Mortgagees representing at least sixty-seven percent of the Units that are subject to first mortgages held by Eligible Mortgagees (based upon one vote per first mortgage owned) shall be required to (i) abandon or terminate Weston Woods on the River; (ii) change the allocations of voting rights, Common Expense obligations or interest 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 purposes 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 right 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 on a Unit, 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 6.8 and the Act and (ii) except that any unpaid Assessments or charges 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 Requirements for Management Agreements. The term of any agreement for professional management of the Property may not exceed two years. Any such agreement must provide, at a minimum, for termination without penalty or termination fee by either party, (i) with cause upon thirty days prior written notice, and (ii) without cause upon ninety days or less prior written notice.

16.9 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 normal business hours, and to receive, upon 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 eighty days of the end of the Association's fiscal year. Any institutional guarantor or insurer of a mortgage loan against a Unit, may require that an audit of the Association's financial statements be made for the preceding year, in which case the Association shall cooperate in having an audit made and a copy given to the requesting party; provided, that the cost for the requested audit shall be paid by the requestor.

16.10 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:

16.10.1 a condemnation loss or any casualty loss which affects a material portion of the Property or the Unit securing the mortgage;

16.10.2 a sixty day default on any provision of the Governing Documents;

16.10.3 a lapse, cancellation or material modification of any insurance policy maintained by the Association; and

16.10.4 a proposed action which requires the consent of a specified percentage of Eligible Mortgagees.

SECTION 17

RIGHTS GRANTED TO THE CITY

17.1 Purpose. The City has executed various agreements with, and secured certain covenants from, the developer of Weston Woods on the River (the “Developer”) and has a continuing interest in the performance of those agreements and covenants. Further, the City is concerned that all conditions of any Conditional Use Permit (collectively the “Permit”) approved by the City Council of the City authorizing and imposing restrictions and requirements for the development of the Property as a planned community development, as the same may be amended or modified by the City, are complied with and that the Property is developed and maintained in accordance with the plan contemplated by the Declaration of Covenants, Conditions and Restrictions of Weston Woods on the River recorded in the Recorder’s office as Document No. 1084531 (the “Original Declaration”).

17.2 Release of Liability. The Developer, for itself, its successors and assigns and, by accepting a conveyance of a Unit, any Owner, for that Owner, and that Owner’s family and invitees, release and shall hold harmless the City (including its elected and appointed officials, employees, servants, and agents) from all liability for enforcement or for non-enforcement of the Original Declaration, and further expressly acknowledge that the City is not obligated to perform or to enforce performance by the Developer, the Association, or others of any obligations contained in the Original Declaration.

17.3 Specific Rights Enforceable by the City. The City, at its option and in its sole discretion, may enforce for the benefit of itself the specific provisions of Article V, Article VI, Article VII, and Article XIII of the Original Declaration.

17.4 Notice and Procedure. In the event the Developer and/or the Association fail to perform any obligation under the Articles referred to in Section 17.3, the City may, after ten days’ written notice to the Developer and/or the President or Secretary of the Association, perform such obligations (directly or with contract personnel of the City). The Developer, the Association, and all Owners hereby waive all notice requirements except as hereinabove provided and further waive all procedural and other objections to action taken by the City.

17.5 Payment for City Maintenance. The Association, the Developer, and the Owners shall reimburse the City or its designee, on demand, for the costs of any Developer, Association, or Owner obligations undertaken by the City or its designee pursuant to this Section 17. Such costs, including, but not limited to, reasonable attorneys’ fees and costs and expenses incurred in connection with collection, shall be an obligation of each Owner and be enforceable in any way available to the City under law.

17.6 Right to Access. In addition to the right to collection as stated in Section 17.5, the City may, in any assessment year, levy against the Units an assessment for all costs and expenses incurred by the City or its designee pursuant to this Section 17. The assessment shall be prorated among all Units and shall be enforceable by the City in the same manner as provided in Section 4.9 of the Original Declaration.

17.7 Exclusive Rights. The rights granted by this Section 17 are exclusive to the City and may be exercised only by the City, in its sole discretion. No other Person, including the

Association, the Developer, or an Owner, whether or not a resident of the City, shall be entitled to request or require the City to act pursuant to this Section 17. The right of the City under this Section 17 cannot be rescinded, cancelled, or amended by the Developer or the Owners without the written consent of the City.

SECTION 18

MISCELLANEOUS

~~18.1 Severability. If 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.~~

18.2 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.

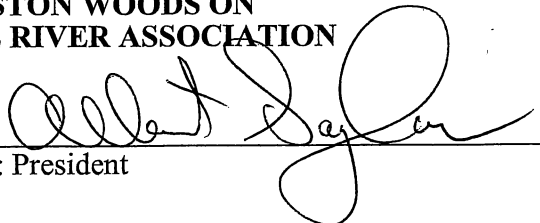
18.3 Notices. Unless specifically provided otherwise in the Governing Documents or the Act, all notices required to be given by or to the Association, the Board, the Association officers, or the Owners or Occupants shall be in writing and shall be effective upon hand delivery, or mailing if properly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

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

17.5 Duration of Covenants The covenants, conditions, restrictions, easements, liens, and charges contained in this Declaration shall be perpetual, subject only to termination as provided in this Declaration and the Act.

IN WITNESS WHEREOF, the Association and the Owners of Units to which are allocated seventy-five percent of the votes in the Association have approved this Declaration, effective as of the date of its recording in the Recorder's office, all in accordance with the requirements of the Existing Declaration and the Act.

**WESTON WOODS ON
THE RIVER ASSOCIATION**

By: 
Title: President

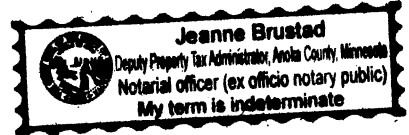
STATE OF MINNESOTA)
) ss.

COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 28 day of March 2017, by Albert Louis Saylor, the President of Weston Woods on the River Association, a Minnesota nonprofit corporation, on behalf of said corporation.

Jeanne Brustad
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Fredrick R. Krietzman, Esq.
FELHABER LARSON
220 South 6th Street, Suite 2200
Minneapolis, Minnesota 55402
(612) 373-8418



COMMON INTEREST COMMUNITY NO. 206
Planned Community

WESTON WOODS ON THE RIVER

EXHIBIT A TO SECOND AMENDED AND RESTATED DECLARATION

LEGAL DESCRIPTION OF THE PROPERTY/SCHEDULE OF THE UNITS

The Property is legally described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, Block 1, Weston Woods on the River; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27, Block 1, and Lots 1, 2, 3, 4, 5, and 6, Block 2, Weston Woods on the River 2nd Addition; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23, Block 1, Weston Woods on the River 3rd Addition; and Outlot A, The River Runs By It; all in Anoka County, Minnesota.

The Units are legally described as follows (which is the schedule of the Units):

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and 31, Block 1, Weston Woods on the River; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26, Block 1, and Lots 1, 2, 3, 4, and 5, Block 2, Weston Woods on the River 2nd Addition; and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22, Block 1, Weston Woods on the River 3rd Addition; all in Anoka County, Minnesota.

The Unit identifier for a Unit shall be the number of its lot and block, and subdivision name.

**COMMON INTEREST COMMUNITY NO. 206
Planned Community**

WESTON WOODS ON THE RIVER

EXHIBIT B TO SECOND AMENDED AND RESTATED DECLARATION

LEGAL DESCRIPTION OF THE COMMON ELEMENTS

The Common Elements are legally described as follows:

Lot 32, Block 1, Weston Woods on the River; Lot 27, Block 1, and Lot 6, Block 2, Weston Woods on the River 2nd Addition; Lot 23, Block 1, Weston Woods on the River 3rd Addition; and Outlot A, The River Runs By It; all in Anoka County, Minnesota.

COMMON INTEREST COMMUNITY NO. 206
Planned Community

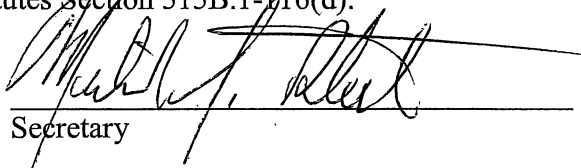
WESTON WOODS ON THE RIVER

SECOND AMENDED AND RESTATED DECLARATION

AFFIDAVIT AND CERTIFICATION OF SECRETARY

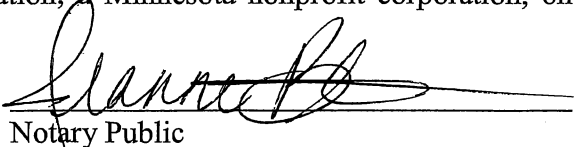
STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The undersigned, who is the Secretary of Weston Woods on the River Association, a Minnesota nonprofit corporation, being first duly sworn on oath, hereby swears and certifies, pursuant to the applicable provisions of the Amended and Restated Declaration of Weston Woods on the River, Common Interest Community No. 206, Anoka County, Minnesota, recorded the office of the County Recorder in and for Anoka County, Minnesota, as Document No. 1974429.001 (the "Existing Declaration"), that the Second Amended and Restated Declaration of Weston Woods on the River, Common Interest Community No. 206, Anoka County, Minnesota, to which this Affidavit and Certification is attached, has been duly approved by the Board and by the Owners of Units to which are allocated at least seventy-five percent of the votes in the Association, in compliance with the requirements of the Existing Declaration. To the best knowledge of the Association, there are no Eligible Mortgagees for Weston Woods on the River, Common Interest Community No. 206, Anoka County, Minnesota. Therefore, no Eligible Mortgagee is (i) entitled to any notification relating to the approval of said Second Amended and Restated Declaration of Weston Woods on the River or (ii) required to approve said Second Amended and Restated Declaration of Weston Woods on the River. The terms used in this Affidavit and Certification shall have the meaning assigned to them in said Second Amended and Restated Declaration of Weston Woods on the River. This Affidavit and Certification is prepared pursuant to Minnesota Statutes Section 515B.1-116(d).

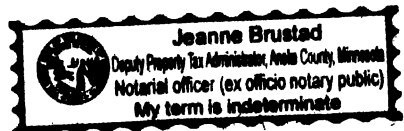

Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF Anoka)

The foregoing instrument was acknowledged, subscribed, sworn to, and certified before me this 28 day of March, 2017, by Michael James Steel, the Secretary of Weston Woods on the River Association, a Minnesota nonprofit corporation, on behalf of said corporation.


Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Fredrick R. Krietzman, Esq.
FELHABER LARSON
220 South 6th Street, Suite 2200
Minneapolis, Minnesota 55402
(612) 373-8418



ANOKA COUNTY MINNESOTA

Document No.: 2166514.001 ABSTRACT

I hereby certify that the within instrument was filed in
this office for record on: 03/28/2017 9:41:00 AM

Fees/Taxes In the Amount of \$48.00

JONELL M. SAWYER

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

JMB, Deputy

Record ID: 4002897

