

**VICTOR GARDENS SINGLE FAMILY VILLAGE**

**DECLARATION**

**OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

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**TABLE OF CONTENTS**

SECTION 1		
DEFINITIONS .....		2
SECTION 2		
PROPERTY .....		5
SECTION 3		
DESCRIPTION OF UNITS .....		6
SECTION 4		
COMMON ELEMENTS .....		7
SECTION 5		
ASSOCIATION MEMBERSHIP: RIGHTS AND OBLIGATIONS .....		7
SECTION 6		
ADMINISTRATION .....		9
SECTION 7		
ASSESSMENTS .....		10
SECTION 8		
RESTRICTIONS ON USE OF PROPERTY .....		14
SECTION 9		
ARCHITECTURAL STANDARDS .....		15
SECTION 10		
MAINTENANCE .....		15
SECTION 11		
INSURANCE .....		17
SECTION 12		
RECONSTRUCTION, CONDEMNATION AND EMINENT DOMAIN .....		19
SECTION 13		
EASEMENTS .....		20

SECTION 14	
COMPLIANCE AND REMEDIES .....	23
SECTION 15	
AMENDMENTS .....	25
SECTION 16	
DEVELOPER RIGHTS .....	26
SECTION 17	
RIGHTS TO ADD ADDITIONAL PROPERTY, RELOCATE BOUNDARIES AND SUBDIVIDE UNITS .....	27
SECTION 18	
MISCELLANEOUS .....	28

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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**  
**OF**  
**VICTOR GARDENS SINGLE FAMILY VILLAGE**

This Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") is made as of the **23** day of **January**, 2003, by POA - Scherer LLC, a Minnesota limited liability company (the "Developer"), for the purpose of establishing Victor Gardens Single Family Village as a single-family residential housing community.

**WHEREAS**, Developer is the owner of certain real property located in Washington County, Minnesota, legally described in Exhibit A attached hereto, and Developer desires to submit said real property and all improvements thereon (collectively the "Property") to this Declaration; and

**WHEREAS**, Developer has the option to add the real property legally described on Exhibit B attached hereto (the "Additional Property") to the Property; and

**WHEREAS**, Developer desires to establish on the Property, and any additional property added thereto, a plan for a permanent, single-family residential community to be owned, occupied and operated for the use, health, safety and welfare of its resident Owners and Occupants, and for the purpose of preserving the value, the quality and character of the Property; and

**WHEREAS**, the Property is not subject to the Minnesota Common Interest Ownership Act, Minnesota Statutes Chapter 515B ("MCIOA"), by reason of the exemption contained in Section 515B.1-102(e)(2) of MCIOA; and

**WHEREAS**, the Property and the Association are subject to the Master Governing Documents of Victor Gardens, and to the jurisdiction of Victor Gardens Community Association, a master association as defined in Section 515B.2-121 of MCIOA; and

**WHEREAS**, it is intended that the Master Association shall exercise certain powers on behalf of the Association, as described in the Master Declaration.

**THEREFORE**, Developer makes this Declaration and submits the Property to this Declaration as a residential community under the name "Victor Gardens Single Family Village," consisting of the Units referred to in Section 3, declaring that this Declaration shall constitute covenants to run with the Property, and that the Property, and all real estate added thereto, shall be owned, used, occupied and conveyed subject to the covenants, restrictions, easements, charges and liens set forth herein and in the Master Declaration, all of which shall run with the land and be binding upon all Persons owning or acquiring any right, title or interest therein, and their heirs, personal representatives, successors and assigns.

## **SECTION 1**

### **DEFINITIONS**

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

1.1 "Accessory Building" shall have the meaning provided in Section 1.1 of the Master Declaration.

1.2 "Act" means the Minnesota Nonprofit Corporation Act, Minnesota Statutes Chapter 317A, as amended.

1.3 "Additional Property" means the real property described in Exhibit B attached hereto, and all improvements located thereon, now or in the future, which Additional Property the Developer has the unilateral right to add to the Property.

1.4 "Alleys" shall have a meaning provided in Section 1.3 of the Master Declaration.

1.5 "Architectural Review Committee" or "A.R.C." means the committee of the Master Association which makes determinations concerning certain architectural standards for the Property as provided in Section 8 of the Master Declaration.

1.6 "Assessment" means an Assessment levied by the Association pursuant to the Governing Documents.

1.7 "Association" means Victor Gardens Single Family Village Homeowners Association, a Minnesota nonprofit corporation created pursuant to Minnesota Statutes Chapter 317A, whose members consist of all Owners.

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

1.9 "Bylaws" means the Bylaws governing the operation of the Association, as amended from time to time.

1.10 "City" means the City of Hugo, Minnesota.

1.11 "Common Elements" means any parts of the Property except the Units, including all Improvements thereon, owned by the Association for the common benefit of the Owners and Occupants. As of the date of recording this Declaration there are no Common Elements, but Common Elements may be added pursuant to Section 2.2 of this Declaration.

1.12 "Common Expenses" means all expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation, including without limitation Assessments, Master Assessments and items otherwise identified as Common Expenses in the Declaration or Bylaws.

1.13 "Developer Control Period" means the time period during which Developer has the exclusive right to appoint the members of the Board, as provided in Section 16.5 of this Declaration.

1.14 "Developer Rights" means those exclusive rights reserved to Developer as described in Section 16.

1.15 "Development Area" means all real estate subject to development by the Master Developer as part of the Community of Victor Gardens, as described in the Master Declaration.

1.16 "Dwelling" means a building consisting of one or more floors, designed and intended for occupancy as a detached, single family residence (or a two-family residence permitted by Section 7.5 in the Master Declaration), and located within the boundaries of a Unit. The Dwelling includes any garage attached thereto or otherwise included within the boundaries of the Unit in which the Dwelling is located.

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

1.18 "Improvement" means any physical improvement of any kind, or any design or color change to any part of the Property, including without limitation any building, retaining wall or other wall, fence, sign, enclosure, screening, sport court, basketball hoop, fire pit, exterior lighting, gazebo, utilities system, communications system, irrigation or drainage system, pond, roadway, trail, planting, landscaping, or any other type of structure, physical improvement or change.

1.19 "Master Assessment" means, collectively any Master Assessment levied by the Master Association under Section 6 of the Master Declaration.

1.20 "Master Association" means Victor Gardens Community Association, a nonprofit corporation created pursuant to Minnesota Statutes Chapter 317A and Section 5158.2-121 of MCIOA, and its successors and assigns. The Master Association is a "master association" as defined in MCIOA.

1.21 "Master Board" means the board of directors of the Master Association, which is the governing body of the Master Association.

1.22 "Master Declaration" means the Victor Gardens Master Declaration of Covenants, Conditions, Restrictions and Easements which is recorded in the office of the Washington County Recorder, as amended or supplemented from time to time.

1.23 "Master Developer" means the Master Developer as defined in the Master Declaration, and its successors and assigns.

1.24 "Master Developer Control Period" means and refer to the Master Developer Control Period described in the Master Declaration.

1.25 "Master Developer Rights" means the exclusive rights reserved to the Master Developer to control the Master Association and complete the development of the Development Area, as described in the Master Declaration.

1.26 "Master Governing Documents" means the Master Declaration, and the Articles of Incorporation and Bylaws of the Master Association, as amended from time to time, all of which shall govern the use and operation of the Property.

1.27 "Master Rules" means the Rules of the Master Association, as approved from time to time by the Master Board.

1.28 "MCIOA" means the Minnesota Common Interest Ownership Act, Minnesota Statutes Chapter 515B, as amended.

1.29 "Member" means all persons who are members of the Association by virtue of being Owners. The words "Owner" and "Member" may be used interchangeably in the Governing Documents.

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

1.31 "Owner" means a Person who owns a Unit, but excluding contract for deed vendors, mortgagees and other parties holding a security interest in a Unit, and Persons holding a remainder interest in a life estate. The term "Owner" includes, without limitation, contract for deed vendees and holders of life estates.

1.32 "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.

1.33 "Plat" means the recorded plat or part thereof depicting the Property pursuant to the requirements of Minnesota Statutes Chapter 505, 508 or 508A, as applicable, including any amended Plat or replat recorded from time to time.

1.34 "Property" means all of the real property now or hereafter subjected to this Declaration, including the Dwellings and all other structures and improvements located thereon now or in the future. The Property is legally described in Exhibit A attached hereto.

1.35 "Rules" means the Rules of the Association as approved from time to time pursuant to Section 6.7.

1.36 "Unit" means any platted lot subject to this Declaration upon which a Dwelling or if permitted pursuant to the Master Declaration two Dwellings, are located or intended to be located, as described in Section 3.1 and shown on the Plat, including all improvements thereon, but excluding Common Elements (if any).

Terms defined in the Master Declaration, and not in this Section, shall have the meaning set forth in the Master Declaration.

## **SECTION 2**

### **PROPERTY**

2.1 Property. The Property subject to this Declaration is described in Exhibit A attached hereto. Exhibit A may be amended from time to time to include other property, as authorized by Sections 2.2 and 2.3.

2.2 Annexation of Additional Property. The Developer may, but is not obligated to, subject all or any part of the Additional Property described in Exhibit B to this Declaration as part of the Property; provided the Master Developer subjects the same Additional Property to the Master Declaration. This right shall be exercised by the Developer in accordance with the provisions of Section 17 of this Declaration. Any property so annexed may be designated as Common Elements or Units.

2.3 Annexation of Other Property. In addition to the Additional Property, other real property may be annexed to the Property and subjected to this Declaration provided said property is subjected to the Master Declaration and prior approval is granted by (i) Owners (other than Developer) of Units to which are allocated at least 67% of the votes in the Association, (ii) Developer so long as Developer owns any unsold Unit for sale, (iii) the Master Board, and (iv) Master Developer, so long as Master Developer owns any unsold Unit for sale or has the right to add or subject additional real estate to the Master Declaration. Any property so annexed may be designated as Common Elements, or Units. The Governing Documents and the Master Governing Documents shall be amended, as necessary, to subject the property to this Declaration and the Master Declaration, and to reallocate Common Expense obligations, Master Common Expense obligations, voting rights and memberships, and the amendments to the Declaration and Master Declaration shall be recorded.

2.4 Dedication and Deannexation of Property. Portions of the Property may be deannexed and withdrawn from this Declaration subject to the following requirements: (i) the Property shall be owned by the Developer, (ii) the deannexation shall be approved by the Developer and the Board, and (iii) an amendment to this Declaration describing the deannexation and the parcel being deannexed shall be executed by the Developer and Association, consented to by any mortgagee of the deannexed parcel, and recorded. The Association shall also have the power to dedicate or convey reasonable portions of the Property owned by it to any governmental or private Person for private or public purposes, subject to the written consent of the Master Developer and Developer so long as either owns an unsold Unit for sale or has the right to add additional property. The portion of the Property which is deannexed shall be automatically released from this Declaration, effective upon the recording of an instrument evidencing such dedication or conveyance; provided that such instrument shall reference this Declaration and the authority contained in this Section.

2.5 Interest Subject to Plan of Development. Every Owner and any secured party or other Person holding or acquiring an interest in a Unit, shall take title or hold such interest subject to the Developer's rights pursuant to this Declaration. Notwithstanding anything to the contrary in this Declaration, the Developer's rights or obligations under the Governing Documents may not be changed in whole or in part without the prior written consent of the Developer, which consent may be granted or denied in the Developer's sole and absolute discretion.

## SECTION 3

### DESCRIPTION OF UNITS

3.1 Units. There are eighty Units, all of which are restricted to residential use. Each Unit constitutes a separate parcel of real estate. The locations of the Units are as shown on the Plat, which is incorporated herein by reference. The legal descriptions of the Units are set forth on Exhibit D attached hereto.

3.2 Unit Boundaries. The front, rear and side boundaries of each Unit are the boundary lines of the platted lot upon which the Dwelling is located or intended to be located as shown on the Plat. The Units have no upper or lower boundaries. All spaces, walls, and other Improvements within the boundaries of a Unit are a part of the Unit.

## SECTION 4

### COMMON ELEMENTS

Common Elements. Common Elements and their characteristics shall be as follows:

4.1.1 All parts of the Property except the Units constitute Common Elements. Any Common Elements are owned by the Association for the benefit of the Owners and Occupants.

4.1.2 Any Common Elements are subject to (i) easements as described in this Declaration and the Master Governing Documents and (ii) the right of the Association to establish reasonable Rules governing the use of the Property.

4.1.3 Except as otherwise expressly provided in the Governing Documents or the Master Governing Documents, or as agreed in writing between the Association and the Master Association, all maintenance, repair, replacement, management and operation of any Common Elements shall be the responsibility of the Association.

4.1.4 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 7.

## SECTION 5

### 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:

5.1 Membership. Each Owner is a member of the Association by reason of Unit ownership, and the membership is automatically transferred with the conveyance of the Owner's title to the Unit. An Owner's membership terminates when the Owner's Unit ownership terminates. When more than one Person is an Owner of a Unit, all such Persons are members of the Association, but multiple ownership of a Unit does not increase the voting rights allocated to the Unit nor authorize the division of the voting rights.

5.2 Voting and Common Expenses. Each Unit is assigned one vote. There shall be only one vote per Unit notwithstanding the existence of more than one Dwelling within the Unit. Subject to the qualifications set forth in Section 7, Common Expense obligations, annual Assessments and Special Assessments shall be allocated equally among the Units, except each Unit having two Dwellings, excluding Dwellings within an Accessory Building, shall receive an allocation that is two times the amount allocated to the other Units. Such rights and obligations are reallocated on the same basis as other Units are annexed to the Property.

5.3 Appurtenant Rights and Obligations. The ownership of a Unit includes the voting rights and Common Expense obligations described in Section 5.2. Said rights and obligations, and the title to the Units, cannot be separated or conveyed separately, and any conveyance, encumbrance, judicial sale or other transfer of any allocated interest in a Unit, separate from the title to the Unit is void. The allocation of the rights and obligations described in this Section may not be changed, except in accordance with the Governing Documents and the Master Governing Documents.

5.4 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 Unit at meetings of the Association. However, 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.

5.5 Membership in Master Association. The Association is a member of the Master Association, as described in the Master Governing Documents. Membership in the Master Association is governed by the following qualifications:

5.5.1 The Association is a member of the Master Association subject to the qualifications set forth in this Section 5.5. The Association's membership terminates when the Association is no longer subject to the Master Governing Documents.

5.5.2 The Property and any real property annexed thereto pursuant to Section 2.2 or 2.3 constitutes all or part of a Village.

5.5.3 The Association, by its Board of Directors, is entitled to appoint members of the Board to also serve as members of the Master Board as provided in the Master Bylaws.

5.5.4 Rights with respect to the Association's membership in the Master Association are exercised by the Board, and the members of the Master Board appointed by the Board, on behalf of the Owners.

5.5.5 Except as expressly provided in the Master Declaration, the Association's membership in the Master Association is appurtenant to and may not be separated from the Association, and is automatically transferred to any successor entity.

5.5.6 No Person holding a security interest in any part of the Property is a member of the Master Association solely by reason of such interest.

5.6 Representation on Master Board. The Association shall be represented on the Master Board as provided in the Bylaws and the Master Governing Documents.

## SECTION 6

### 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:

6.1 General. The operation and administration of the Association and the Property are governed by the Master Governing Documents, the Master Rules, the Governing Documents and the Rules. Subject to Section 6.2, the Association is responsible for the operation, management and control of the Property. The Association shall have all powers described in the Governing Documents and the Act, subject to the exercise of certain powers by the Mater Association pursuant to Section 6.2. All powers exercisable by the Association are vested in the Board, unless action or approval by the Owners is specifically required by the Governing Documents or the Act. All references to the Association mean the Association acting through the Board unless specifically stated to the contrary.

6.2 Delegation of Powers to Master Association. All powers of the Association are delegated to and shall be exercised by the Master Association unless relinquished by the Master Association to the Association in accordance with Section 8.1 of the Master Bylaws or reserved to the Association or the Board.

The directors elected to the Master Board by the Board shall act as liaisons between the Master Association and the Association, and shall cooperate to insure that decisions of the Master Board are properly communicated to the Owners and Occupants, and implemented.

6.3 Operational Purposes. Subject to Section 6.2, the Association shall operate and manage the Property for the purposes of (i) administering and enforcing the Governing Documents, (ii) maintaining, repairing and replacing those parts of the Property and other improvements (if any) for which the Association is responsible pursuant to Section 10 and (iii) preserving the value and architectural character of the Property.

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

6.5 Bylaws. The Association shall have Bylaws. The Bylaws govern the operation and administration of the Association, and are binding on all Owners, Occupants and other Persons owning or acquiring any interest in the Property.

6.6 Management. The Master Board has authority to select a manager or managing agent and to delegate the management duties imposed upon the Association's officers and directors by the Governing Documents and the Act. However, such delegation does not relieve the officers and directors of the ultimate responsibility for the performance of their duties as prescribed by the Governing Documents and the Act.

6.7 Rules. The Board has authority to approve and implement such reasonable Rules as deemed necessary from time to time for the purpose of operating and administering the affairs of the Association and regulating the use of the Property. The Rules shall be consistent with the Governing Documents, the Master Governing Documents and the Master Rules. The inclusion in other parts of the Governing Documents of authority to approve Rules is in furtherance, and not in limitation, of the authority granted by this Section. New or amended Rules are effective only after reasonable notice thereof has been given to the Owners.

6.8 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.

## SECTION 7

### ASSESSMENTS

7.1 General. Assessments shall be assessed and levied against the Units subject to the requirements and procedures set forth in this Section 7, the Master Governing Documents and the Bylaws. Assessments shall include annual Assessments under Section 7.2, and may include special Assessments under Section 7.3 and limited Assessments under Section 7.4. Annual and special Assessments shall be allocated among the Units in accordance with the allocation formula set forth in Section 5.2; provided, that the Board may allocate a reduced share of an annual or special assessment against those Units which are unimproved or unoccupied to reflect reduced services received from the Association or Master Association. Limited Assessments under Section 7.4 are allocated to Units as set forth in that Section. Master Assessments shall be levied against the Units by the Association as a part of the Association's annual Assessments, or as a special Assessment, as applicable.

7.2 Annual Assessments. Annual Assessments shall be established and levied by the Board, subject to the limitations set forth hereafter. Each annual Assessment shall cover all of the anticipated Common Expenses of the Association, and the Association's share of Master Assessments for that year, which are to be shared by all Units in accordance with the allocation set forth in Section 5.2. Annual Assessments shall be payable in equal monthly, quarterly or annual installments, as directed by the Board.

7.3 Special Assessments. In addition to annual Assessments, and subject to the limitations set forth hereafter, the Board may levy in any Assessment year a special Assessment against all Units in accordance with the allocation formula set forth in Section 5.2, and for the purposes described in the Master Declaration and this Declaration. Among other things, special Assessments shall be used for the purpose of defraying in whole or in part the cost of any unforeseen and unbudgeted Common Expense. Any Master Special Assessment or Village Assessment shall be levied against the Units promptly following the levy by the Master Association or the Association.

7.4 Limited Assessments. In addition to annual Assessments and special Assessments, the Board may, at its discretion, levy and allocate limited Assessments among only certain Units in accordance with the following requirements and procedures:

7.4.1 Any Common Expense or portion thereof, including any Village Assessment or portion thereof, benefiting fewer than all of the Units may be assessed exclusively against the Unit or Units benefited.

7.4.2 The costs, including costs included in a Village Assessment, of maintaining, repairing and replacing an Alley restricted to the use of Owners, Occupants and invitees of certain Units may be assessed equally to the Units having the exclusive rights to use the Alley, provided, notwithstanding the foregoing, if any such Unit contains two Dwellings, exclusive of Dwellings within an Accessory Building, such Unit shall be assessed at twice the amount of the other Units being assessed.

7.4.3 The costs of insurance may be assessed equally, in proportion to the square footage, value or actual cost per Unit; the costs of utilities may be assessed in proportion to usage; and fees for the use of common amenities (if any) may be assessed equally or in proportion to use.

7.4.4 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 and the Rules, against an Owner or Occupant or their guests, may be assessed against the Owner's Unit.

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

7.4.6 Assessments levied to pay a judgment against the Association may be levied only against the Units existing at the time the judgment was entered, in proportion to those Units' Common Expense liabilities.

7.4.7 If any damage to the Common Elements or another Unit is caused by the act or omission of any Owner or Occupant, or their guests, the Association may assess the costs of repairing the damage exclusively against the Owner's Unit to the extent not covered by insurance.

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

7.4.9 If Common Expense liabilities are reallocated for any purpose, Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.

Assessments levied under Sections 7.4.1 through 7.4.6 may, at the Board's discretion, be assessed as a part of, or in addition to, other Assessments levied under this Section 7.

7.5 Working Capital Fund. There shall be established a working capital fund to meet unforeseen expenditures or to purchase additional equipment or services during the Association's beginning years of operation. The Board shall include in each subsequent annual budget a reasonable amount of working capital, based upon the anticipated needs of the Association for the year in question. There shall be contributed on a one-time basis for each Unit sold an amount equal to two (2) months installments of the estimated annual Assessment for the Unit. The contribution shall be paid at the earlier of the time of closing of sale of the Unit or the time of termination of the Developer Control Period. The contributions to this fund are in addition to the regular installments of Assessments. The funds shall be deposited into a segregated Association account no later than the termination of the Developer Control Period. Developer may not use the funds to defray any of its expenses, reserve contributions or construction costs, or to make up any budget deficit while Developer is in control of the Association. However, upon the closing of the sale of an unsold Unit, Developer may reimburse itself from funds collected from the purchaser at the closing for any payments made by Developer to the working capital fund with respect to that Unit.

7.6 Liability of Owners for Assessments/Developer Exemption. Subject to Section 7.6.3, the obligation of an Owner to pay Assessments is as follows:

7.6.1 The Owner at the time an Assessment is payable with respect to that Owner's Unit is personally liable for the share of the Common Expenses assessed against such Unit. Such liability shall be joint and several where there are multiple Owners of the Unit.

7.6.2 The Owner's liability is absolute and unconditional, unless otherwise modified by law or this Declaration. Except as provided in Section 7.6.3, 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, or by reason of any claim against the Master Association, the Association or their officers, directors or agents, or for their failure to fulfill any duties under the Master Governing Documents, the Governing Documents or the Act.

7.6.3 The Developer and the Master Developer, and any Unit owned by either of them, are exempt from Assessments and Assessment liens until a certificate of occupancy (or similar approval) has been issued by the City with respect to a Dwelling located in such Unit. A builder approved by the Developer may have a similar exemption from liability for Assessments and Assessment liens if granted in writing by the Developer.

7.7 Assessment Lien. Subject to Section 7.6, the Association has a lien on a Unit for any Assessment 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 are liens, and are enforceable as Assessments, under this Section 7. Recording of the Declaration constitutes record notice and perfection of any lien under this Section 7, 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.

7.8 Foreclosure of Lien: Remedies. A lien for Assessments may be foreclosed against a Unit under the laws of the state of Minnesota (i) by action, or (ii) by advertisement in substantially the same manner as a mortgage containing a power of sale. The Association, or its authorized representative, shall have the power to bid 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. The Association shall, in addition to its other remedies, have the right to pursue any other remedy at law or in equity against the Owner who fails to pay any Assessment or charge against the Unit.

7.9 Lien Priority: Foreclosure. A lien under this Section 7 is prior to all other liens and encumbrances on a Unit except (i) liens and encumbrances recorded before the Declaration, (ii) any first mortgage on the Unit, and (iii) liens for real estate taxes and other governmental assessments or charges against the Unit. The holder of a first mortgage on a Unit which acquires title to the Unit by foreclosure or a deed in lieu of foreclosure shall take title to the Unit free and clear of all Assessment liens encumbering the Unit and Assessments payable in the period prior to the acquisition of title to the Unit by the mortgage holder. At such time as the first mortgage holder takes title to the Unit, it shall be obligated to pay

Assessments levied against the Unit and payable during the period when it holds title to the Unit.

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

## SECTION 8

### 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 Master Governing Documents or the Governing Documents, the occupancy, use, operation, alienation and conveyance of the Property shall be subject to the following restrictions:

8.1 General. The Property shall be owned, conveyed, encumbered, leased, used and occupied subject to the Governing Documents, as amended from time to time. All covenants, restrictions and obligations set forth in the Master Governing Documents, including but not limited to the Use Restrictions set forth in Section 7 of the Master Declaration, and 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.

8.2 Architectural Restrictions. All Improvements or other physical changes to the Property shall be made in compliance with the architectural standards and procedures referenced or set forth in Section 9.

8.3 Antennae. The erection or modification of antennae and other communications, transmission or reception devices on a Unit shall be governed by the following provisions:

8.3.1 A single dish antenna one meter or less in diameter for the purpose of receiving direct broadcast/satellite service or video programming services may be installed within a Unit. The installation shall be subject to all governmental laws, codes and ordinances. The Unit Owner shall be responsible for all maintenance and repair of the antenna, and any special maintenance or repair to the Unit which arises out of the installation or existence of the antenna.

8.3.2 The single dish antenna shall be installed so as to minimize its visibility and otherwise camouflage its appearance unless such requirements would unreasonably delay installation, unreasonably increase the cost of installation, maintenance or use of the antenna, or prevent reception of an acceptable quality signal.

8.3.3 The Board shall have authority to impose further, reasonable requirements concerning the installation of antenna, consistent with law.

## **SECTION 9**

### **ARCHITECTURAL STANDARDS**

One of the purposes of this Declaration is to ensure that the Units and exteriors of the Dwellings located thereon be kept architecturally attractive in appearance. Therefore, except as expressly provided in Section 8 of the Master Declaration, no Dwelling, addition, out-building or other structure, enclosure, fence, retaining wall or other wall, gazebo, sport court, fire pit, exterior lighting, landscaping or other visible exterior Improvement to a Unit, shall be commenced, erected, installed or maintained, unless and until the plans and specifications showing the type, dimensions, color, materials and location of the Improvements have been approved in writing (i) by the A.R.C. established by Section 8 of the Master Declaration, or(ii) by the Board if the A.R.C. delegates its architectural review functions for the Property to the Association. Applications for approval of Improvements shall be submitted to the A.R.C. or the Board, as applicable, and processed substantially in accordance with the procedures and standards, including but not limited to the Architectural Review and Design Guidelines for Victor Gardens and the Landscape Policy & Requirements, as established by or referenced in Section 8 of the Master Declaration. Notwithstanding any delegation of architectural review functions for the Property to the Association, the A.R.C. shall have the overriding power to enforce the procedures and standards established by Section 8 of the Master Declaration if the A.R.C. determines the Association has or is failing to do so. The Developer's written consent shall also be required for Improvements until each Unit contains a Dwelling for which a certificate of occupancy or other comparable certification has been issued by the City and the Developer no longer has the right to subject Additional Property to this Declaration. Master Developer's written consent shall also be required until each Unit (as defined in the Master Declaration) in the Development Area contains or constitutes a Dwelling for which a Certificate of Occupancy or comparable certification has been issued by the City and the Master Developer no longer has the right to subject Additional Property to the Master Declaration.

## **SECTION 10**

### **MAINTENANCE**

10.1 Maintenance by Association. The maintenance obligations of the Association are as follows:

10.1.1 The Association shall maintain the Common Elements (if any), and any Neighborhood entrance signs and monuments which serve the Property and are not maintained by the Master Association.

10.1.2 The Association may in its discretion, undertake the maintenance of landscaping, lawns, irrigation systems, walks or driveways located within the yard areas of the Units.

10.2 Maintenance by Owner. The maintenance obligations of the Owners are as follows:

10.2.1 Subject to Section 10.1, all maintenance of the Dwelling, Unit and all Improvements located within the Unit shall be the sole obligation and expense of the Owner of the Unit. Exterior maintenance for which the Owner is obligated must be performed in accordance with any standards established by the Association.

10.2.2 The Owners or Occupants shall mow and otherwise maintain the boulevards adjacent to their Units, including but not limited to maintaining, trimming and replacing trees located in the boulevard adjacent to their respective Units. Any tree located in a Unit or in the boulevard adjacent to a Unit that dies or becomes diseased shall be replaced by the Owner of the Unit with a tree of the same species and of a reasonable size.

10.2.3 All drainage easements within a Unit as shown on the recorded plat for the Property or as described in other recorded instruments shall be maintained by the Owner or Occupant of the Unit in a condition that will continuously permit the free flow of water over the drainage easement without change of direction or impediment.

10.2.4 Notwithstanding anything to the contrary in the Governing Documents, the expense of any maintenance, repair or reconstruction of the Property or other areas maintained by the Master Association or Association necessitated by the acts or omissions of an Owner or Occupant shall be paid by the responsible Owner.

10.2.5 If any maintenance required to be performed by the Association pursuant to Section 10.1 or any exterior maintenance required to be performed by an Owner pursuant to Section 10.2 is not, in the judgment of the Master Board, performed as required under Section 10.1 or 10.2, the Master Board may provide written notice to the Association or responsible Owner describing the maintenance, repair or correction that has not been performed and demanding that such maintenance, repair or correction be provided within thirty days thereafter, or if such work cannot be performed within thirty days a stated period of time reasonable for completion thereof. If the maintenance, repair or correction is not completed within the time specified in the notice, the Master Association may undertake such maintenance, repair or correction which the Association or responsible Owner failed to or improperly

perform, and charge and assess the Association, if the required maintenance was the responsibility of the Association, or the responsible Unit if the required exterior maintenance was the responsibility of the Owner, for the cost thereof. If the cost is assessed against a Unit, the cost shall be a personal obligation of the Owner and a lien against the Owner's Unit.

## SECTION 11

### INSURANCE

11.1 Required Coverage. The Association shall obtain and maintain, at a minimum, a master policy or policies of insurance in accordance with the insurance requirements set forth herein, issued by a reputable insurance company or companies 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 of the insurable "replacement cost" of Improvements (if any) which the Association is obligated to maintain, less deductibles, exclusive of land and other items normally excluded from coverage. The policy or policies shall also cover personal property owned by the Association.

11.1.2 Comprehensive public liability insurance covering the Common Elements (if any), and the use, operation and maintenance of lands or Improvements which the Association is obligated to maintain against claims for death, bodily injury and property damage, and such other risks as are customarily covered by such policies for projects similar in type, location and use to the Property. The policy shall have minimum limits of One Million Dollars per occurrence. The policy shall, if reasonably available, 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.

11.1.3 Insurance coverage against dishonest acts on the part of directors, officers, managers, trustees, employees or other persons responsible for handling funds belonging to or administered by the Association, if deemed to be advisable by the Board or required as a precondition to the purchase, insuring or financing of a mortgage on a Unit. The insurance shall name the Association and the Master Association as insured's, as their interests may appear.

11.1.4 Workers' Compensation insurance as required by law.

11.1.5 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; Improvements; Deductibles. All insurance premiums shall be assessed and paid as annual Assessments, and allocated among the Units as determined by

the Board consistent with the Governing Documents. The Association may, in the case of a claim for damage or personal injury with respect to Improvements (if any) which the Association maintains (i) pay the deductible amount as a Common Expense, (ii) assess the deductible amount against the Units affected in any reasonable manner, or (iii) require the Owners of the Units affected to pay the deductible amount directly.

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 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. Subject to Section 12.1.4, the Association, or any insurance trustee selected by it, shall use the proceeds from property insurance on a damaged Improvement solely to repair and reconstruct the damaged Improvement, and not for any other purpose.

11.4 Required Policy Provisions. All policies of property insurance carried by the Association shall, if such provisions are reasonably available, provide that:

11.4.1 Each Owner and Unit mortgagee is an insured Person under the policy with respect to liability arising out of the Owner's interest 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 Master Association and the Association and members of the Master Board and the Board.

11.4.3 No act or omission by any Owner or mortgagee of a Unit, unless acting within the scope of authority on behalf of the Association, shall void the policy or be a condition to recovery under the policy.

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 insurance (subject to Section 11.2).

11.5 Cancellation: Notice of Loss. All policies of property insurance and comprehensive liability insurance maintained by the Association shall provide that the policies shall not be canceled or substantially modified, for any reason, without at least thirty days' prior written notice to the Master Association, and all of the insured's.

11.6 Restoration in Lieu of Cash Settlement. All policies of property insurance maintained by the Association shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable (i) without the prior written approval of the Association (or any insurance trustee)

or (ii) when in conflict with provisions of any insurance trust agreement to which the Association may be a party, or any requirement of law.

11.7 Owner's Personal Insurance. It is the obligation of each Owner to obtain personal insurance coverage at his or her own expense covering fire and other casualty to the Owner's Dwelling and other insurable Improvements located within the Owner's Unit, and public liability insurance covering the Owner's Unit. All insurance policies maintained by Owners shall, if possible, provide that they are without contribution as against any insurance purchased by the Association, except as to deductibles under Section 11.2.

## SECTION 12

### RECONSTRUCTION, CONDEMNATION AND EMINENT DOMAIN

12.1 Reconstruction. In the event of a casualty on or to any portion of the Property, the obligations and procedures for the repair, reconstruction or disposition of the damaged Improvements shall be governed by the following provisions:.

12.1.1 All repair and reconstruction of the damaged Improvements shall be commenced promptly following the casualty and shall be carried through diligently to conclusion. The Association shall be responsible for the repair and reconstruction of Common Element Improvements (if any) and the Owners shall be responsible for the repair and reconstruction of Improvements to their respective Units.

12.1.2 All repair and reconstruction shall be approved pursuant to Section 9. The repair and reconstruction shall be in accordance with the requirements of all applicable zoning, subdivision, building, and other governmental regulations.

12.1.3 Notice of substantial damage or destruction to any portion of the Property shall be promptly given to the Association by the Owner of the damaged Improvements.

12.1.4 Notwithstanding the foregoing, repair and reconstruction of a Dwelling or Accessory Building need not be undertaken if the Master Board, the Association, the Owner and the Owner's mortgagee agree in writing that the damaged improvements need not be repaired and reconstructed. If such an agreement is made, the ruins and debris of any damaged Improvements shall promptly be cleared away and the damaged portion of the Property shall be left in an orderly, safe and sightly condition.

12.2 Condemnation and Eminent Domain. In the event of a taking of any part of the Common Elements (if any) by condemnation or eminent domain, 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 mortgagees, as their interests may appear. With respect to the taking

of all or part of a Unit, the Owner of the Unit shall negotiate and settle all claims, subject to the rights of any mortgagee of the Unit.

## SECTION 13

### EASEMENTS

Each Unit and the Common Elements, and the rights of the Owners and Occupants therein, shall be subject to or beneficiary of (i) the appurtenant easements and rights granted and reserved in the Master Declaration and (ii) the appurtenant easements and rights granted and reserved in this Section 13, and (iii) other appurtenant easements and rights of record as referenced herein.

13.1 Drainage Easements. There are non-exclusive drainage easements in favor of the public on, under and across the Property as shown on the recorded plat for the Property or as described in other recorded instruments. No structure or other Improvements shall be erected or maintained, nor shall any fill or other material be placed in an easement area which may change the direction or impede the flow of water over any drainage easements.

13.2 Access Easements. Each Unit is the beneficiary of a non-exclusive easement for access to a public street or highway on or across those portions of the Master Common Elements or Common Elements (if any) designated for use as streets or trails, as shown on the Plat or otherwise designated by the Master Association or the Association, subject to any restrictions imposed pursuant to the Master Governing Documents or Governing Documents.

13.3 Use and Enjoyment Easements. Each Unit is the beneficiary of a nonexclusive easement for use and enjoyment on and across the Master Common Elements or Common Elements (if any), subject to any restrictions authorized or imposed pursuant to the Master Governing Documents or Governing Documents.

13.4 Easement for Encroachments. If there is a minor encroachment by a Dwelling, or other Improvement onto another Unit or the Common Elements 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 the encroaching Dwelling or other Improvement, and for the maintenance thereof, shall exist; provided, that with respect to Improvements added pursuant to Section 9, no easement shall exist unless the same have 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.

13.5 Easement for Maintenance, Repair, Replacement and Reconstruction. Each Unit, and the rights of the Owners and Occupants thereof, are subject to the rights of the Association and the Master Association to a non-exclusive, appurtenant easement on and over the yard areas of Units for the purposes of access to and maintenance, repair, replacement and

reconstruction of utilities and other common Improvements serving more than one Unit, to the extent necessary to fulfill the Association's or Master Association's obligations.

13.6 Utility Easements. The Property is subject to non-exclusive, appurtenant easements 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, telephone, data and other electronic communications, water, sewer, septic systems, wells, and similar services, and metering and control devices, which exist or are constructed as part of the development of the Property, or which are referred to in the Plat or otherwise described in this Declaration or any other duly recorded instrument. 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; provided, that the utilities and services shall be installed, used, maintained and repaired so as not to interfere with the reasonable use and quiet enjoyment of the Units by the Owners and Occupants, nor affect the structural or architectural integrity of the Units or Dwellings.

13.7 Sidewalk Easements. Certain Units are subject to a permanent non-exclusive easement for a pedestrian sidewalk over, upon and across a portion of the Unit. The sidewalk easement area shall be used for a public pedestrian sidewalk, including use by bicycles and other non-motorized means of transportation, except transportation devices used by handicapped or disabled persons, such as motorized wheelchairs, may be used on the sidewalk easement areas.

13.8 Trail Easements. Certain of the Common Elements (if any) may be subject to public trail easements as described in the Master Declaration or in other recorded easement instruments.

13.9 Alley Easements. Certain Units are subject to and are the beneficiary of an easement for the benefit of those Units, the Owners and Occupants of such Units and the invitees of such Owners and Occupants, for Alley, vehicular access and maneuvering purposes, pedestrian access and walkway purposes over and across portions of the Units which are paved or intended to be paved or otherwise surfaced, now or in the future, by Master Developer for use as an Alley and maneuvering area for the exclusive benefit of the Units upon which the Alley is located. The Master Association also has an easement over the Alley for the purpose of performing repairs, replacement and maintenance of the Alleys. Use of the Alleys is also subject to the restrictions set forth in Sections 7.14 and 7.19 of the Master Declaration.

13.10 Developer and Master Developer's Easements. Developer shall have and be the beneficiary of exclusive easements for the exercise of its Developer Rights, and the Master Developer shall have easements as described in the Master Governing Documents.

13.11 Master Association and Association Access. There is an exclusive easement in favor of the Master Association and the Association, including without limitation any management agent or service vendor retained by the Master Association or the Association,

for access on and across the Property and the yard areas of Units, for the purpose of (i) performing the Master Association's or the Association's obligations under the Master Governing Documents or Governing Documents, (ii) to maintain, repair and replace any retaining wall or barrier that supports, affects or impacts Master Common Elements or Common Elements (if any), (iii) to maintain, repair and replace any retaining wall or barrier that is a continuation of any retaining wall required to be maintained by the Master Association or the Association or that is partially located across Master Common Elements or Common Elements (if any), and (iv) to mow or otherwise maintain the street side of a landscape berm located adjacent to a public street, lane or thoroughfare. Except in the event of emergencies, this easement shall be exercised only during normal business hours and then, whenever practicable, only upon advance notice to the Owner or Occupant directly affected.

13.12 Emergency Access to Units. In case of emergency, the yard areas of all Units are subject to an easement for access, without notice and at any time, by officers or members of the Board and the Master Board, by the Association's management agents, or by any public safety personnel.

13.13 Project Sign Easements. Developer or Master Developer, as applicable, shall have the right to erect and maintain monument signs and related Improvements identifying the Village and the Development Area, on Units subject to sign easements. Those parts of the Property on which monument signs or related decorative Improvements are located are subject to appurtenant, exclusive easements in favor of the Association or Master Association for the continuing use, maintenance, repair and replacement of said signs and related Improvements. Any Person exercising the rights granted under said easements shall take reasonable care to avoid damaging the improvements to the Property and shall repair any damage caused by it.

13.14 Other Easements. The Property is subject to such other easements as may be recorded against it or otherwise shown on the Plat.

13.15 Continuation. Scope and Conflict 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 shall supplement and not limit any easements described elsewhere in this Declaration or the Master Declaration, or otherwise recorded, and shall include reasonable access to the easement areas through the yard areas of Units and the Common Elements for purposes of maintenance, repair, replacement and reconstruction. In the event of a conflict between the easements and rights provided by this Section and by the Master Declaration, the Master Declaration shall control.

13.16 Easements are Appurtenant. All easements and similar rights burdening or benefiting a Unit or any other part of the Property shall run with the land, and shall be permanent, subject only to termination in accordance with law or the terms of the easement. Any recorded easement benefiting or burdening the Property shall be construed in a manner

consistent with, and not in conflict with, the easements created by this Declaration or the Master Declaration.

13.17 Impairment Prohibited. No person shall materially restrict or impair any easement benefiting or burdening the Property, subject to the Declaration and the right of the Master Association to establish and enforce reasonable Rules governing the use of the Property.

13.18 Benefit of Easements. All easements benefiting a Unit shall benefit the Owners and Occupants of the Unit, and their families and guests. However, an Owner who has delegated the right to occupy the Unit to an Occupant or Occupants, whether by a lease or otherwise, does not have the use and other easements rights in the Property during such delegated occupancy, except as a guest of an Owner or Occupant or in connection with the inspection of the Unit or recovery of possession of the Unit from the Occupant pursuant to law.

## 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 Master Governing Documents, the Governing Documents, the Rules and the Master Rules, and such amendments thereto as may be made from time to time, and the decisions of the Association and the Master Association with respect to matters over which each has authority.

14.1 Entitlement to Relief. 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 Master Governing Documents, the Governing Documents, the Master Rules, the Rules, the Act or the decisions of the Association. However, no Owner may withhold any Assessments payable to the Association, nor take or omit other action in violation of the Governing Documents, the Master Governing Documents, the Rules, the Master Rules or the Act, as a measure to enforce such Owner's position, or for any other reason. The Master Association may also exercise the rights and remedies granted or reserved to it by the Master Governing Documents.

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 of the following actions against Owners and Occupants and/or their guests, who violate the provisions of the Master Governing Documents, the Governing Documents, the Master Rules, the Rules 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 of up to the greater of twenty dollars or fifteen percent of the amount past due, for each past due Assessment or installment thereof, and impose interest at the highest rate permitted by law accruing beginning on the first day of the first month after the Assessment or installment was due .

14.2.3 In the event of default of more than thirty days in the payment of any Assessment or installment thereof, all remaining installments of Assessments assessed against the Unit owned by the defaulting Owner may be accelerated and shall then be payable in full if all delinquent Assessments or installments thereof, together with all attorneys' fees, costs of collection and late charges, are not paid in full prior to the effective date of the acceleration. Not less than 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 Master Governing Documents, the Governing Documents, the Master Rules or the Rules.

14.2.5 Suspend the rights of any Owner to vote when the Assessments due with respect to the Owner's Unit are past due, and suspend the rights of any Owner or Occupant and their guests to use any Master Common Element or Common Element amenities; provided, that the suspension of use rights shall not apply to those portions of the Master Common Elements or 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 Master Governing Documents or the Governing Documents, and for up to thirty days thereafter, for each violation.

14.2.6 Restore any portions of the Common Elements damaged or altered, or allowed to be damaged or altered, by any Owner or Occupant or their guests in violation of the Governing Documents, and to assess the cost of such restoration against the responsible Owners and their Units.

14.2.7 Foreclose any lien arising under the provisions of the Governing Documents or under law, in the manner provided by the Governing Documents.

14.3 Rights to Hearing. Before the imposition of any of the remedies authorized by Sections 14.2.4 or 14.2.5, the Board shall, upon written request of the offender, grant to the offender an opportunity for a fair and equitable hearing. The Association shall give to the offender written notice of the nature of the violation and the right to a hearing, and the offender shall be given at least ten days within which to request a hearing. The hearing shall be scheduled by the Board and held within thirty days of receipt of the hearing request by the Board, and with at least ten days' prior written notice to the offender. If the offender fails to timely request a hearing or to appear at the hearing, then the right to a hearing shall be deemed waived and the Board may take such action as it deems appropriate. The decision of the Board and the rules for the conduct of hearings established by the Board shall be final

and binding on all parties. The Board's decision shall be delivered in writing to the offender within ten days following the hearing, if not delivered to the offender at the hearing.

14.4 Lien for Charges, Penalties, Etc. Any Assessments, charges, fines, expenses, penalties or interest imposed under this Section shall be a lien against the Unit of the Owner or Occupant against whom the same are imposed and the personal obligation of such Owner in the same manner and with the same priority and effect as Assessments under Section 7. The lien shall attach as of the date of imposition of the remedy, but shall not be final as to violations for which a hearing is held until the Board makes a written decision at or 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 others.

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 Master Governing Documents, the Governing Documents, the Master Rules or Rules, 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 (at the highest rate allowed by law) on the delinquent amounts owed to the Association. Such expenses shall also include any collection or contingency fees or costs charged to the Association by a collection agency 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 Owners' and Occupants' Acts. An Owner shall be liable for the expense of any maintenance, repair or replacement of any part of the Property rendered necessary by such Owner's acts or omissions, or by that of Occupants or guests in the Owner's Unit, to the extent that such expense is not covered by the proceeds of insurance carried by the Association or such Owner or Occupant. However, any insurance deductible amount and/or increase in insurance rates, resulting from the Owner's acts or omissions may be assessed against the Owner responsible for the condition and against his or her Unit.

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 Master Governing Documents, the Governing Documents, the Master Rules, the Rules or the Act as provided therein.

## SECTION 15

### AMENDMENTS

15.1 Approval Requirements. Except for amendments by Developer pursuant to Section 16, this Declaration may be amended only by the approval of:

15.1.1 Owners who have the authority to cast at least sixty-seven percent of the total votes in the Association, except that any amendment which changes the basic allocation of voting rights and Common Expense obligations described in Section 5.2 of this Declaration shall require unanimous approval.

15.1.2 The Master Board as to any amendment which affects the Association's relationship to the Master Association, or any rights or obligations relating to the Master Association.

15.1.3 Developer and Master Developer as to certain amendments as provided in Section 16.

15.2 Procedures. Approval of the Owners may be obtained in writing or at a meeting of the Association duly held in accordance with the Bylaws. Other required approvals shall be in writing. Any amendment shall be subject to any greater requirements imposed by the Master Governing Documents or the Act. The amendment shall be effective when recorded in the office of the appropriate recording office in the county in which the Property is located. An affidavit by the President or Secretary of the Association as to the outcome of the vote, or the execution of the foregoing agreements or consents, shall be adequate evidence thereof for all purposes, including without limitation, the recording of the amendment. Owners shall cooperate to make available their owners duplicate certificates of title in connection with the recording of the amendment, if necessary.

## SECTION 16

### DEVELOPER RIGHTS

Developer hereby reserves the exclusive authority to exercise the following rights for as long as it owns a Unit or has an unexpired right to add Additional Property, or for any shorter period indicated:

16.1 Complete Improvements. To complete all the Dwellings and other Improvements included in Developer's development plans or allowed by the Declaration or Master Declaration, and to make Improvements in the Units and Common Elements, to accommodate the exercise of any Developer rights.

16.2 Sales Facilities. To construct, operate and maintain a sales office, management office, model Dwellings and other development and sales facilities within the Common Elements, and within any Units owned by Developer or authorized builders from time to time.

16.3 Signs. To erect and maintain signs and other sales displays offering the Units for sale or lease, in or on any Unit owned by Developer or authorized builders, and on the Common Elements (if any).

16.4 Easements. To have and use easements, for itself, its employees, contractors, builders, representatives, agents and prospective purchasers through and over the Common Elements and the yard areas of the Units for the purpose of exercising its rights under this Section.

16.5 Control of Association. To control the operation and administration of the Association, including without limitation the power to appoint and remove the members of the Board, until the earliest of: (i) voluntary surrender of control by Developer, (ii) an Association meeting which shall be held within sixty days after conveyance to Owners other than a Developer of seventy-five percent of the total number of Units authorized to be included in the Property or (iii) the date ten years following the date of the first conveyance of a Unit to an Owner other than Developer.

16.6 Consent to Certain Amendments. Developer's written consent shall be required for any amendment to the Governing Documents or Rules which affect Developer's rights or the rights of authorized builders under the Governing Documents. The consent of Master Developer shall also be required as to certain matters referred to in the Master Declaration or as to any amendment which affects Master Developer's rights or obligations.

16.7 Additional Real Estate. Developer may unilaterally add part or all of the Additional Real Estate to the Property pursuant to Section 17, subject to the consent of any other owner thereof.

Subject to the prior written approval of Master Developer, Developer may assign or license, in whole or in part, the rights described in Sections 16.1 through 16.4 to other developers or to builders by an agreement signed by Developer and the other party.

## SECTION 17

### **RIGHTS TO ADD ADDITIONAL PROPERTY, RELOCATE BOUNDARIES AND SUBDIVIDE UNITS**

17.1 Developer's Rights to Add Additional Property. Developer reserves the exclusive authority to add the Additional Property to the Property, by executing (together with any other owner of the parcel) and recording an amendment to this Declaration adding such property, subject to the following conditions:

17.1.1 The right of Developer to add the Additional Property to Property shall terminate ten years after the date of recording of this Declaration or upon earlier express written withdrawal of such right by Developer or a successor Developer, unless extended by a vote of the Owners. There are no other limitations on Developer's rights hereunder, except as may be imposed by law.

17.1.2 The Additional Property is described in Exhibit B, and may include up to one hundred fifty additional Units. The Additional Property may be added to the

Property in parcels consisting of one or more platted lots, or portions thereof, with or without Common Elements.

17.1.3 There are no assurances as to the times at which any part of the Additional Property will be added to the Property, the order in which it will be added, the number of parcels per phase nor the size of the parcels. Developer has no obligation to add the Additional Property to the Property. The Additional Property may be developed by Developer or its affiliates or successors in interest for other purposes, subject only to approval by the appropriate governmental authorities.

17.1.4 All Units created on the Additional Property shall be restricted exclusively to residential use.

17.1.5 The provisions of this Declaration affecting the use, occupancy and alienation of Units shall apply to all Units created on the Additional Property.

17.1.6 An amendment to the Master Declaration subjecting the Additional Property to the Master Declaration shall be recorded upon or before the recording of the amendment to this Declaration adding said Additional Property.

17.2 Rights to Relocate Boundaries and Subdivide Units. Unit boundaries may be relocated and additional Units may be created by the subdivision of a Unit into two or more Units, by Developer, subject (i) to approval required by the City and (ii) to the requirements of the Master Declaration.

## 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.



VICTOR GARDENS SINGLE FAMILY VILLAGE

CONSENT AND JOINDER BY MORTGAGEE

The undersigned (the "Mortgagee"), is a mortgagee of portions of real property described in the Declaration of Covenants, Conditions, Restrictions and Easements of Victor Gardens Single Family Village (the "Declaration") by a certain Mortgage recorded in the office of the Washington County Recorder as Document No. \_\_\_\_\_(the "Mortgage"). Mortgagee hereby consents to and joins in this Declaration; provided, that the consenting to and joining in this Declaration, the Mortgagee does not in any manner constitute itself or obligate itself as a Declarant as defined in the Declaration nor does such consent and joinder modify or amend the terms and conditions of the Mortgage and related loan documents; and provided further that the Mortgage shall be and remain as a lien on the property described therein, prior to any Assessment liens or other liens imposed under the Declaration, until released or satisfied.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent and Joinder to be executed on the 3rd day of February, 2003.

Alliance Bank

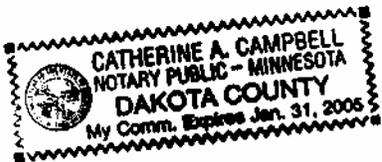
By: Jane L. Turbes

Title: Vice President

STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF Dakota    )

The foregoing instrument was acknowledged before me this 3rd day of February, 2003, by Jane L. Turbes, the Vice President of Alliance Bank, a Minnesota Banking Corp., on behalf of said entity.

Catherine A. Campbell  
Notary Public



VICTOR GARDENS SINGLE FAMILY VILLAGE  
DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

CONSENT TO DECLARATION  
(MORTGAGEE)

The undersigned (the "Mortgagee") is a mortgagee of portions of real estate described in that Declaration of Covenants, Conditions, Restrictions and Easements of Victor Gardens Single Family Village (the "Declaration") by a certain Mortgage recorded in the office of the Washington County Recorder as Document No. \_\_\_\_\_ (the "Mortgage"). Mortgagee hereby consents to the Declaration to which this Consent is attached; provided, that by consenting to this Declaration, the Mortgagee does not constitute itself or obligate itself as a Developer as defined in said Declaration, nor does such Consent modify or amend the terms and conditions of the Mortgage and related loan documents; and provided further that the Mortgage shall be and remain as a lien on the property described therein, prior to any Assessment liens or other liens imposed under the Declaration, until released or satisfied.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent to be executed on the 21 day of January, 2003.

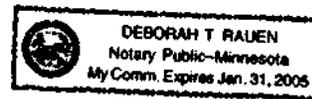
First State Bank of Wyoming

By *Mark A. Zaruba*  
Its V.P.

STATE OF MINNESOTA    )  
  )ss  
COUNTY OF Chicago    )

The foregoing instrument was acknowledged before me this 21 day of January 2003, by Mark A. Zaruba, the Vice President of First State Bank of Wyoming, on behalf of said Corporation.

*Deborah T. Rauert*  
Notary Public



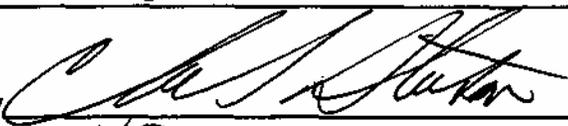
THIS INSTRUMENT DRAFTED BY:  
FELHABER, LARSON, FENLON & VOGT, P.A. (JPB)  
225 South Sixth Street, Suite 4200  
Minneapolis, MN 55402  
(612)373-8420

**VICTOR GARDENS SINGLE FAMILY VILLAGE  
DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

**CONSENT TO DECLARATION  
(MORTGAGEE)**

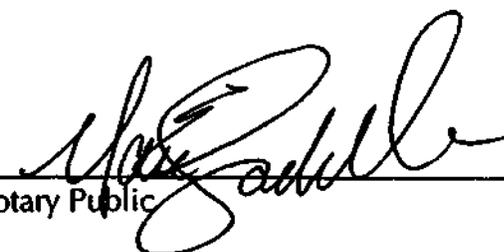
The undersigned (the "Mortgagee") is a mortgagee of portions of real estate described in that Declaration of Covenants, Conditions, Restrictions and Easements of Victor Gardens Single Family Village (the "Declaration") by a certain Mortgage recorded in the office of the Washington County Recorder as Document No. \_\_\_\_\_ (the "Mortgage"). Mortgagee hereby consents to the Declaration to which this Consent is attached; provided, that by consenting to this Declaration, the Mortgagee does not constitute itself or obligate itself as a Developer as defined in said Declaration, nor does such Consent modify or amend the terms and conditions of the Mortgage and related loan documents; and provided further that the Mortgage shall be and remain as a lien on the property described therein, prior to any Assessment liens or other liens imposed under the Declaration, until released or satisfied.

**IN WITNESS WHEREOF**, the Mortgagee has caused this Consent to be executed on the 21st day of January, 2003.

Wells Fargo Bank  
\_\_\_\_\_  
By   
Its VP

STATE OF MINNESOTA    )  
  )ss  
COUNTY OF Hennepin    )

The foregoing instrument was acknowledged before me this 21st day of January, 2003, by Christopher T. Stinson, the Vice President of Wells Fargo Bank, behalf of said Company

  
Notary Public

THIS INSTRUMENT DRAFTED BY:  
FELHABER, LARSON, FENLON & VOGT, P.A. (JPB)  
225 South Sixth Street, Suite 4200  
Minneapolis, MN 55402  
(612) 373-8420

\_\_\_\_\_

**VICTOR GARDENS SINGLE FAMILY VILLAGE  
DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

**CONSENT TO DECLARATION  
(MORTGAGEE)**

The undersigned (the "Mortgagee") is a mortgagee of portions of real estate described in that Declaration of Covenants, Conditions, Restrictions and Easements of Victor Gardens Single Family Village (the "Declaration") by a certain Mortgage recorded in the office of the Washington County Recorder as Document No. \_\_\_\_\_ (the "Mortgage"). Mortgagee hereby consents to the Declaration to which this Consent is attached; provided, that by consenting to this Declaration, the Mortgagee does not constitute itself or obligate itself as a Developer as defined in said Declaration, nor does such Consent modify or amend the terms and conditions of the Mortgage and related loan documents; and provided further that the Mortgage shall be and remain as a lien on the property described therein, prior to any Assessment liens or other liens imposed under the Declaration, until released or satisfied.

**IN WITNESS WHEREOF**, the Mortgagee has caused this Consent to be executed on the 20th day of January, 2003.

Anchor Bank Heritage NA

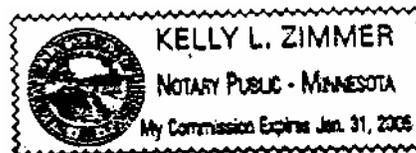
By *Kathleen Rossberg*  
Its *Vice President*

STATE OF MINNESOTA    )  
  )ss  
COUNTY OF Washington )

The foregoing instrument was acknowledged before me this 20th day of January 2003, by Kathleen Rossberg, the Vice President of Anchor Bank Heritage NA, on behalf of said Corporation

*Kelly Zimmer*  
Notary Public

THIS INSTRUMENT DRAFTED BY:  
FELHABER, LARSON, FENLON & VOGT, P.A. (JPB)  
225 South Sixth Street, Suite 4200  
Minneapolis, MN 55402  
(612)373-8420



VICTOR GARDENS SINGLE FAMILY VILLAGE  
DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

CONSENT TO DECLARATION  
(OWNER)

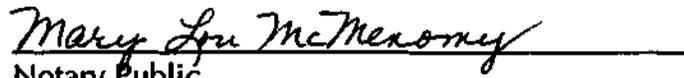
The undersigned, the owner(s) of Lot 5, Block 1, Victor Gardens Single Family Village, Washington County, Minnesota, hereby consent(s) to the Declaration of Covenants, Conditions, Restrictions and Easements of Victor Gardens Single Family Village, to which this Consent to Declaration is attached; and agree the Declaration shall constitute covenants to run with the above-described property and that such property shall be owned, encumbered, used, operated, occupied and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens described in the Declaration, all of which shall be binding upon all persons having or acquiring any right, title or interest in the above-described property, and their heirs, personal representatives, successors and assigns; provided, that by executing this Consent, the undersigned do not in any manner constitute themselves or obligate themselves as a Developer as defined in said Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be executed on the 20<sup>th</sup> day of January, 2003.

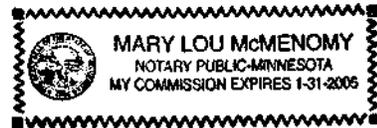
  
\_\_\_\_\_  
PRESIDENT  
AMERICAN CLASSIC HOMES LLC

STATE OF MINNESOTA    )  
                                  )ss.  
COUNTY OF Washington )

The foregoing instrument was acknowledged before me this 20th day January, 2003, by Donald F. Nelson and \_\_\_\_\_.

  
\_\_\_\_\_  
Notary Public

THIS INSTRUMENT DRAFTED BY:  
FELHABER, LARSON, FENLON & VOGT, P.A. (JPB)  
225 South Sixth Street, Suite 4200  
Minneapolis, MN 55402  
(612)373-8420



**VICTOR GARDENS SINGLE FAMILY VILLAGE  
DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

**CONSENT TO DECLARATION  
(OWNER)**

The undersigned, the owner(s) of Lot 6, Block 1, Victor Gardens Single Family Village, Washington County, Minnesota, hereby consent(s) to the Declaration of Covenants, Conditions, Restrictions and Easements of Victor Gardens Single Family Village, to which this Consent to Declaration is attached; and agree the Declaration shall constitute covenants to run with the above-described property and that such property shall be owned, encumbered, used, operated, occupied and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens described in the Declaration, all of which shall be binding upon all persons having or acquiring any right, title or interest in the above-described property, and their heirs, personal representatives, successors and assigns; provided, that by executing this Consent, the undersigned do not in any manner constitute themselves or obligate themselves as a Developer as defined in said Declaration.

**IN WITNESS WHEREOF**, the undersigned have caused this Consent to be executed on the 29th day of January, 2003.

*Mark Youngdahl Inc*  
*ATY: [Signature] ITS C.E.O*

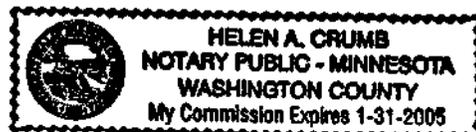
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STATE OF MINNESOTA     )  
  )ss.  
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 29th day of January, 2003, by Mark Youngdahl and \_\_\_\_\_.

*Helen A. Crumb*  
\_\_\_\_\_  
Notary Public

THIS INSTRUMENT DRAFTED BY:  
FELHABER, LARSON, FENLON & VOGT, P.A. (JPB)  
225 South Sixth Street, Suite 4200  
Minneapolis, MN 55402  
(612)373-8420



**VICTOR GARDENS SINGLE FAMILY VILLAGE  
DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

**CONSENT TO DECLARATION  
(OWNER)**

The undersigned, the owner(s) of Lot 22, Block 1, Victor Gardens Single Family Village, Washington County, Minnesota, hereby consent(s) to the Declaration of Covenants, Conditions, Restrictions and Easements of Victor Gardens Single Family Village, to which this Consent to Declaration is attached; and agree the Declaration shall constitute covenants to run with the above-described property and that such property shall be owned, encumbered, used, operated, occupied and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens described in the Declaration, all of which shall be binding upon all persons having or acquiring any right, title or interest in the above-described property, and their heirs, personal representatives, successors and assigns; provided, that by executing this Consent, the undersigned do not in any manner constitute themselves or obligate themselves as a Developer as defined in said Declaration.

**IN WITNESS WHEREOF**, the undersigned have caused this Consent to be executed on the 29th day of January 2003.

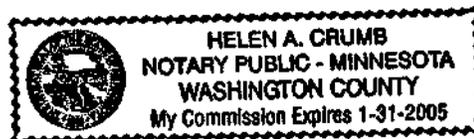
Senn & Youngdahl, Inc.  
By:  Its CEO

STATE OF MINNESOTA     )  
  )ss.  
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 29th day of January, 2003, by Mark Youngdahl and \_\_\_\_\_.

Helen A. Crumb  
Notary Public

THIS INSTRUMENT DRAFTED BY:  
FELHABER, LARSON, FENLON & VOGT, P.A. (JPB)  
225 South Sixth Street, Suite 4200  
Minneapolis, MN 55402  
(612)373-8420



VICTOR GARDENS SINGLE FAMILY VILLAGE  
DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

CONSENT TO DECLARATION  
(OWNER)

The undersigned, the owner(s) of Lot 23, Block 1, Victor Gardens Single Family Village, Washington County, Minnesota, hereby consent(s) to the Declaration of Covenants, Conditions, Restrictions and Easements of Victor Gardens Single Family Village, to which this Consent to Declaration is attached; and agree the Declaration shall constitute covenants to run with the above-described property and that such property shall be owned, encumbered, used, operated, occupied and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens described in the Declaration, all of which shall be binding upon all persons having or acquiring any right, title or interest in the above-described property, and their heirs, personal representatives, successors and assigns; provided, that by executing this Consent, the undersigned do not in any manner constitute themselves or obligate themselves as a Developer as defined in said Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be executed on the 29th day of January, 2003.

^

Senn & Youngdahl, Inc.  
By: [Signature]  
Its CEO

STATE OF MINNESOTA     )  
  )ss.  
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of January, 2003, by Mark Youngdahl and \_\_\_\_\_.

Helen A. Crumb  
Notary Public

THIS INSTRUMENT DRAFTED BY:  
FELHABER, LARSON, FENLON & VOGT, P.A. (JPB)  
225 South Sixth Street, Suite 4200  
Minneapolis, MN 55402  
(612)373-8420

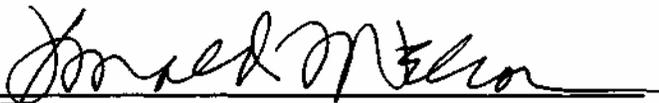


VICTOR GARDENS SINGLE FAMILY VILLAGE  
DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

CONSENT TO DECLARATION  
(OWNER)

The undersigned, the owner(s) of Lot 26, Block 1, Victor Gardens Single Family Village, Washington County, Minnesota, hereby consent(s) to the Declaration of Covenants, Conditions, Restrictions and Easements of Victor Gardens Single Family Village, to which this Consent to Declaration is attached; and agree the Declaration shall constitute covenants to run with the above-described property and that such property shall be owned, encumbered, used, operated, occupied and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens described in the Declaration, all of which shall be binding upon all persons having or acquiring any right, title or interest in the above-described property, and their heirs, personal representatives, successors and assigns; provided, that by executing this Consent, the undersigned do not in any manner constitute themselves or obligate themselves as a Developer as defined in said Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be executed on the 20th day of January, 2003.

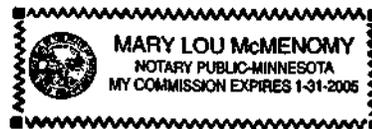
  
\_\_\_\_\_  
PRESIDENT  
AMERICAN CLASSIC HOMES LLC

STATE OF MINNESOTA    )  
  )ss  
COUNTY OF Washington )

The foregoing instrument was acknowledged before me this 20th day of January, 2003, by Donald F. Nelson and

  
\_\_\_\_\_  
Notary Public

THIS INSTRUMENT DRAFTED BY:  
FELHABER, LARSON, FENLON & VOGT, P.A. (JPB)  
225 South Sixth Street, Suite 4200  
Minneapolis, MN 55402  
(612)373-8420



VICTOR GARDENS SINGLE FAMILY VILLAGE  
DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

CONSENT TO DECLARATION  
(OWNER)

The undersigned, the owner(s) of Lot 8, Block 4, Victor Gardens Single Family Village, Washington County, Minnesota, hereby consent(s) to the Declaration of Covenants, Conditions, Restrictions and Easements of Victor Gardens Single Family Village, to which this Consent to Declaration is attached; and agree the Declaration shall constitute covenants to run with the above-described property and that such property shall be owned, encumbered, used, operated, occupied and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens described in the Declaration, all of which shall be binding upon all persons having or acquiring any right, title or interest in the above-described property, and their heirs, personal representatives, successors and assigns; provided, that by executing this Consent, the undersigned do not in any manner constitute themselves or obligate themselves as a Developer as defined in said Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be executed on the 30th day of January, 2003.

Pratt Construction, Inc.  
Leonard W. Pratt  
Its: President

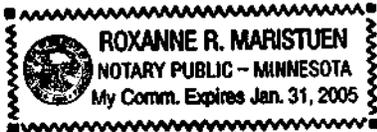
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STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF Ramsey    )

The foregoing instrument was acknowledged before me this 30th day of January, 2003, by Leonard W. Pratt, President of Pratt Construction, Inc.

Roxanne R. Maristuen  
Notary Public

THIS INSTRUMENT DRAFTED BY:  
FELHABER, LARSON, FENLON & VOGT, P.A. (JPB)  
225 South Sixth Street, Suite 4200  
Minneapolis, MN 55402  
(612)373-8420



**VICTOR GARDENS SINGLE FAMILY VILLAGE  
DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

**CONSENT TO DECLARATION  
(OWNER)**

The undersigned, the owner(s) of Lot 1, Block 8, Victor Gardens Single Family Village, Washington County, Minnesota, hereby consent(s) to the Declaration of Covenants, Conditions, Restrictions and Easements of Victor Gardens Single Family Village, to which this Consent to Declaration is attached; and agree the Declaration shall constitute covenants to run with the above-described property and that such property shall be owned, encumbered, used, operated, occupied and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens described in the Declaration, all of which shall be binding upon all persons having or acquiring any right, title or interest in the above-described property, and their heirs, personal representatives, successors and assigns; provided, that by executing this Consent, the undersigned do not in any manner constitute themselves or obligate themselves as a Developer as defined in said Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be executed on the 30th day of January, 2003.

*Pratt Construction, Inc.*  
Leonard W. Pratt  
Its: President

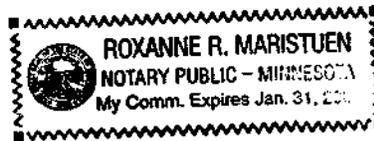
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STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF Ramsey    )

The foregoing instrument was acknowledged before me this 30th day of January, 2003, by Leonard W. Pratt, President and Pratt Construction, Inc.

Roxanne R. Maristuen  
Notary Public

THIS INSTRUMENT DRAFTED BY:  
FELHABER, LARSON, FENLON & VOGT, P.A. (JPB)  
225 South Sixth Street, Suite 4200  
Minneapolis, MN 55402  
(612)373-8420



**VICTOR GARDENS SINGLE FAMILY VILLAGE**

**EXHIBIT A TO DECLARATION**

**DESCRIPTION OF PROPERTY**

All of that property located in the County of Washington, State of Minnesota, described as follows:

Lots 1 through 29, Block 1; Lots 1 through 10, Block 2; Lots 1 through 7, Block 3; Lots 1 through 8, Block 4; Lots 1 through 5, Block 5; Lots 1 through 10, Block 6; Lots 1 through 9, Block 7; Lots 1 and 2, Block 8; Victor Gardens, Washington County, Minnesota.

## VICTOR GARDENS SINGLE FAMILY VILLAGE

### EXHIBIT B TO DECLARATION

#### DESCRIPTION OF ADDITIONAL PROPERTY

All of that property located in the County of Washington, State of Minnesota, legally described as follows:

Outlets A, B, D and E, Victor Gardens,

and

Lots 1 through 9, Block 1 and Outlots A and B, Victor Gardens 2nd Addition.

and

Outlet C, Victor Gardens, except that part legally described as:

Beginning at the northeast corner of said Outlet L; thence North 89 degrees 32 minutes 44 seconds West, assumed bearing, along the north line of said Outlot L, a distance of 154.00 feet; thence continuing along said northerly line of Outlot L, southwesterly, along a tangential curve, concave to the southeast, having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 70.00 feet, for an arc distance of 109.96 feet; thence South 00 degrees 27 minutes 16 seconds West, along a westerly line of said Outlot L, tangent to last described curve, a distance of 160.63 feet; thence southwesterly, along a westerly line of said Outlot L, along a tangential curve, concave to the northwest, having a central angle of 115 degrees 08 minutes 37 seconds, a radius of 195.00 feet, for an arc distance of 391.88 feet; thence South 58 degrees 27 minutes 12 seconds West, not tangent to last described curve, along a westerly line of said Outlot L, a distance of 241.21 feet; thence South 31 degrees 32 minutes 48 seconds East, along a westerly line of said Outlot L, a distance of 302.61 feet to the southwest corner of said Outlot L; thence South 55 degrees 10 minutes 25 seconds West, a distance of 79.69 feet; thence South 34 degrees 49 minutes 35 seconds East, a distance of 157.92 feet; thence South 29 degrees 13 minutes 47 seconds East, a distance of 191.02 feet to northeast corner of Lot 5, Block 7, said VICTOR GARDENS; thence North 77 degrees 14 minutes 07 seconds West, along a northerly line of said Block 7, a distance of 211.08 feet; thence South 86 degrees 44 minutes 25 seconds West, along a northerly line of said Block 7, a distance of 104.25 feet; thence South 72 degrees 28 minutes 01 seconds

West, along a northerly line of said Block 7, a distance of 105.20 feet; thence South 52 degrees 12 minutes 24 seconds West, along a northerly line of said Block 7, a distance of 187.46 feet to the most westerly corner of Lot 9, said Block 7, point also common with the northerly right-of-way line of Victor Hugo Boulevard, as dedicated on said plat of VICTOR GARDENS; thence on a bearing of West, along said northerly right-of-way line, a distance of 48.73 feet to the southeast corner of Lot 1, Block 8, said VICTOR GARDENS; thence on a bearing of North, along the east line of said Lot 1, a distance of 155.46 feet to the northeast corner of said Lot 1; thence South 80 degrees 21 minutes 37 seconds West, along the northerly line of said Block 8, a distance of 71.00 feet; thence South 88 degrees 15 minutes 36 seconds West, along said northerly line, a distance of 70.03 feet to the northwest corner of Lot 2, said Block 8; thence South 36 degrees 36 minutes 42 seconds West, along the west line of said Lot 2, a distance of 78.54 feet to the southwest corner of said Lot 2, point also common with the easterly right-of-way line of said Victor Hugo Boulevard; thence northwesterly, along said easterly right-of-way line, along a non-tangential curve, concave to northeast, having a central angle of 40 degrees 07 minutes 28 seconds, a radius of 270.00 feet, for an arc distance of 189.08 feet, the chord of said curve bears North 31 degrees 59 minutes 47 seconds West; thence North 11 degrees 56 minutes 02 seconds West, along an easterly right-of-way line of said Victor Hugo Boulevard, tangent to last described curve, a distance of 101.75 feet; thence northerly, continuing along said easterly right-of-way line, along a tangential curve, concave to the east, having a central angle of 64 degrees 48 minutes 48 seconds, a radius of 594.16 feet, for an arc distance of 672.12 feet; thence North 52 degrees 52 minutes 46 seconds East, along said easterly right-of-way line, tangent to last described curve, a distance of 658.09 feet; thence North 37 degrees 07 minutes 14 seconds West, continuing along said easterly right-of-way line, a distance of 187.59 feet; thence continuing along said easterly right-of-way line, northerly along a tangential curve concave to the east, having a central angle of 52 degrees, 32 minutes 16 seconds, a radius of 155.00 feet, for an arc distance of 142.13 feet; thence North 15 degrees 25 minutes 02 seconds East, continuing along said easterly right-of-way line, tangent to last described curve, a distance of 174.64 feet to the northwest corner of said Outlet C; thence South 74 degrees 36 minutes 57 seconds East, along the north line of said Outlet C, a distance of 721.21 feet to an easterly line of said Outlet C; thence South 00 degrees 27 minutes 16 second West, along said easterly line, a distance of 355.25 feet to the point of beginning.

**VICTOR GARDENS SINGLE FAMILY VILLAGE**

**EXHIBIT C TO DECLARATION**

**DESCRIPTION OF COMMON ELEMENTS**

There are no Common Elements as of the date of recording this Declaration but Common Elements may be added pursuant to Section 2.2 of this Declaration.

# **VICTOR GARDENS SINGLE FAMILY VILLAGE**

## **EXHIBIT D TO DECLARATION**

### **DESCRIPTION OF UNITS**

Lots 1 through 29, Block 1; Lots 1 through 10, Block 2; Lots 1 through 7, Block 3; Lots 1 through 8, Block 4; Lots 1 through 5, Block 5; Lots 1 through 10, Block 6; Lots 1 through 9, Block 7; and Lots 1 and 2, Block 8, Victor Gardens, Washington County, Minnesota.

ENTERED IN TRANSFER RECORD  
WASHINGTON COUNTY, MINNESOTA

January 10, 2005

MOLLY F. O'ROURKE, AUDITOR-TREASURER

BY Justin Motkan  
DEPUTY

3491242



Office of the  
County Recorder  
Washington County, MN

Certified filed and/or recorded on:  
2005/01/10 9:35:00 AM

3491242



Cindy Koosman  
County Recorder

BY Cindy Koosman

19.50

(Above Space Reserved for Recording Data)

**FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF  
VICTOR GARDENS SINGLE FAMILY VILLAGE**

This First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements (the "Amendment") is made this 3RD day of JANUARY, 2005, by POA-Scherer LLC, a Minnesota limited liability company (the "Developer"), pursuant to the provisions of Section 17 of the Declaration of Covenants, Conditions, Restrictions and Easements of Victor Gardens Single Family Village (the "Declaration").

**WHEREAS**, the Declaration was recorded in the office of the Washington County Recorder as Document No. 3309082; and

**WHEREAS**, Section 17 of the Declaration provides for the addition to the Property of Additional Real Estate as defined in the Declaration, and grants to Developer the authority to add said property, and

**WHEREAS**, Developer desires to add to the Property and subject to the Declaration the Additional Real Estate legally described in Exhibit E attached hereto, which Additional Real Estate includes thirty-three additional Units.

**NOW THEREFORE**, the undersigned hereby enacts this Amendment in accordance with the requirements of the Declaration for the purpose of adding that part of the Additional Real Estate described in Exhibit E attached hereto to the Property, hereby declaring that said Additional Real Estate shall be held, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens provided for in the Declaration and this Amendment, all of which shall be binding upon all persons having or hereafter acquiring any right, title or interest therein, including their heirs, personal representatives, successors and assigns.

-1 Ret

RETURN TO:  
LT MR 248038

**A. DESCRIPTION OF UNITS**

Section 3.1 of the Declaration is hereby amended in its entirety to read as follows:

Units. There are one hundred thirteen Units, all of which are restricted to residential use. Each Unit constitutes a separate parcel of real estate. The locations of the Units are shown on the Plat, which is incorporated herein by reference. The legal descriptions of the Units are set forth on Exhibit D attached hereto.

**B. REALLOCATION OF VOTING RIGHTS AND COMMON EXPENSE OBLIGATIONS**

Voting rights and Common Expense obligations shall be reallocated among all Units created by the Declaration and this Amendment in accordance with the Declaration.

**C. DESCRIPTIONS OF PROPERTY, ADDITIONAL REAL ESTATE, COMMON ELEMENTS AND UNITS**

Exhibit A to the Declaration, containing the legal description of the Property, shall be amended and replaced by Exhibit A attached hereto. All references to Exhibit A in the Declaration shall mean and refer to Exhibit A attached hereto.

Exhibit B to the Declaration, containing the legal description of the Additional Property, shall be amended and replaced by Exhibit B attached hereto. All references to Exhibit B in the Declaration shall mean and refer to Exhibit B attached hereto.

Exhibit C to the Declaration, containing the legal description of the Common Elements, shall be amended and replaced by Exhibit C attached hereto. All references to Exhibit C in the Declaration shall mean and refer to Exhibit C attached hereto.

Exhibit D to the Declaration, containing the legal description of the Units, shall be amended and replaced by Exhibit D attached hereto. All references to Exhibit D to the Declaration shall mean and refer to Exhibit D attached hereto.

**D. APPLICABILITY AND BINDING EFFECT**

This Amendment is effective upon recording in the applicable Washington County recording office. Except as specifically modified by this Amendment, the Declaration, as amended, shall remain in full force and effect, and all of the rights, benefits, restrictions and obligations conferred by the Declaration, as amended, shall apply to the Additional Real Estate added hereby and all Units created therein. Unless otherwise specifically set forth in this Amendment, all words and terms used in this Amendment shall have the same meaning as set forth in the Declaration.



**VICTOR GARDENS SINGLE FAMILY VILLAGE  
EXHIBIT A TO FIRST AMENDMENT TO DECLARATION**

**DESCRIPTION OF PROPERTY**

All of that property located in the County of Washington, State of Minnesota, described as follows:

Lots 1 through 29, Block 1; Lots 1 through 10, Block 2; Lots 1 through 7, Block 3; Lots 1 through 8, Block 4; Lots 1 through 5, Block 5; Lots 1 through 10, Block 6; Lots 1 through 9, Block 7; Lots 1 and 2, Block 8; Victor Gardens, Washington County, Minnesota,

and

Lots 1 through 5, Block 1; Lots 1 through 8, Block 2; Lots 1 through 11, Block 3; Lots 1 through 3, Block 4; and Lots 1 through 6, Block 5, Victor Gardens East, Washington County, Minnesota.

**VICTOR GARDENS SINGLE FAMILY VILLAGE  
EXHIBIT B TO FIRST AMENDMENT TO DECLARATION**

**DESCRIPTION OF ADDITIONAL PROPERTY**

All of that property located in the County of Washington, State of Minnesota, legally described as follows:

Outlots A, B, D and E, Victor Gardens,

and

Lots 1 through 9, Block 1 and Outlot A, Victor Gardens 2<sup>nd</sup> Addition.

and

Outlots B, C and E, Victor Gardens East, Washington County, Minnesota.

**VICTOR GARDENS SINGLE FAMILY VILLAGE  
EXHIBIT C TO FIRST AMENDMENT TO DECLARATION**

**DESCRIPTION OF COMMON ELEMENTS**

There are no Common Elements as of the date of recording this Declaration but Common Elements may be added pursuant to Section 2.2 of this Declaration.

**VICTOR GARDENS SINGLE FAMILY VILLAGE  
EXHIBIT D TO FIRST AMENDMENT TO DECLARATION**

**DESCRIPTION OF UNITS**

Lots 1 through 29, Block 1; Lots 1 through 10, Block 2; Lots 1 through 7, Block 3; Lots 1 through 8, Block 4; Lots 1 through 5, Block 5; Lots 1 through 10, Block 6; Lots 1 through 9, Block 7; and Lots 1 and 2, Block 8, Victor Gardens, Washington County, Minnesota.

and

Lots 1 through 5, Block 1; Lots 1 through 8, Block 2; Lots 1 through 11, Block 3; Lots 1 through 3, Block 4; and Lots 1 through 6, Block 5, Victor Gardens East, Washington County, Minnesota.

**VICTOR GARDENS SINGLE FAMILY VILLAGE  
EXHIBIT E TO FIRST AMENDMENT TO DECLARATION**

**LEGAL DESCRIPTION OF ADDITIONAL PROPERTY  
ADDED BY FIRST AMENDMENT**

Lots 1 through 5, Block 1; Lots 1 through 8, Block 2; Lots 1 through 11, Block 3; Lots 1 through 3, Block 4; and Lots 1 through 6, Block 5, Victor Gardens East, Washington County, Minnesota.



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(Above Space Reserved for Recording Data)

**SECOND AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF  
VICTOR GARDENS SINGLE FAMILY VILLAGE**

This Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements (the "Amendment") is made this 11<sup>TH</sup> day of APRIL, 2005, by POA-Scherer LLC, a Minnesota limited liability company (the "Developer").

**WHEREAS**, the Declaration of Covenants, Conditions, Restrictions and Easements was recorded in the office of the Washington County Recorder as Document No. 3309082 and amended by that First Amendment recorded in the office of the Washington County Recorder as Document No. 3A1242 (the Declaration of Covenants, Conditions, Restrictions and Easements as amended by the First Amendment are collectively herein referred to as the "Declaration"); and

**WHEREAS**, Section 17 of the Declaration provides for the addition to the Property of Additional Real Estate as defined in the Declaration, and grants to Developer the authority to add said property, and

**WHEREAS**, Developer desires to waive, relinquish and release its rights to add to the Property that Additional Property legally described as follows:

That part of Outlot A, Victor Gardens, according to the recorded plat thereof, Washington County, Minnesota, lying southerly of the following described line:

Commencing at the southeast corner of said Outlot A; thence North 00 degrees 27 minutes 16 seconds East, assumed bearing along the

east line of said Outlot A, a distance of 855.16 feet to the point of beginning of the line to be described; thence westerly along a non tangential curve, concave to the south having a central angle of 38 degrees 08 minutes 28 seconds, a radius of 590.00 feet and an arc distance of 392.76 feet, the chord of said curve bears North 82 degrees 39 minutes 17 seconds West; thence South 78 degrees 16 minutes 29 seconds West, tangent to said curve a distance of 254.99 feet; thence westerly along a non tangential curve, concave to the south having a central angle of 139 degrees 39 minutes 27 seconds, a radius of 87.00 feet and an arc distance of 212.06 feet the chord of said curve bears South 78 degrees 16 minutes 29 seconds; thence South 78 degrees 16 minutes 29 seconds West, not tangent to said curve, a distance of 27.18 feet; thence westerly along a tangential curve concave to the north having a central angle of 21 degrees 46 minutes 49 seconds, a radius of 570.00 feet and an arc distance of 216.68 feet; thence North 79 degrees 56 minutes 42 seconds West, tangent to said curve, a distance of 117.56 feet; thence westerly along a tangential curve concave to the south, having a central angle of 9 degrees 40 minutes 16 seconds, a radius of 830.00 feet and an arc distance of 140.10 feet; thence North 89 degrees 36 minutes 58 seconds West, tangent to said curve, a distance of 182.90 feet to the west line of said Outlot A and said line there terminating.

**NOW THEREFORE**, the undersigned hereby enacts this Second Amendment to the Declaration and does hereby forever waive, relinquish and release any and all right to add to the Property that real property legally described as follows:

That part of Outlot A, Victor Gardens, according to the recorded plat thereof, Washington County, Minnesota, lying southerly of the following described line:

Commencing at the southeast corner of said Outlot A; thence North 00 degrees 27 minutes 16 seconds East, assumed bearing along the east line of said Outlot A, a distance of 855.16 feet to the point of beginning of the line to be described; thence westerly along a non tangential curve, concave to the south having a central angle of 38 degrees 08 minutes 28 seconds, a radius of 590.00 feet and an arc distance of 392.76 feet, the chord of said curve bears North 82 degrees 39 minutes 17 seconds West; thence South 78 degrees 16 minutes 29 seconds West; tangent to said curve a distance of 254.99 feet; thence westerly along a non tangential curve, concave to the south having a central angle of 139 degrees 39 minutes 27 seconds, a radius of 87.00 feet and an arc distance of 212.06 feet the chord of said curve bears South 78 degrees 16 minutes 29 seconds; thence South 78 degrees 16 minutes 29 seconds West, not tangent to said curve, a distance of 27.18 feet; thence westerly along a tangential



**VICTOR GARDENS SINGLE FAMILY VILLAGE  
EXHIBIT B TO SECOND AMENDMENT TO DECLARATION**

**DESCRIPTION OF ADDITIONAL PROPERTY**

All of that property located in the County of Washington, State of Minnesota, legally described as follows:

Outlots A, D and E, Victor Gardens, except that part of Outlot A lying southerly of the following described line:

Commencing at the southeast corner of said Outlot A; thence North 00 degrees 27 minutes 16 seconds East, assumed bearing along the east line of said Outlot A, a distance of 855.16 feet to the point of beginning of the line to be described; thence westerly along a non tangential curve, concave to the south having a central angle of 38 degrees 08 minutes 28 seconds, a radius of 590.00 feet and an arc distance of 392.76 feet, the chord of said curve bears North 82 degrees 39 minutes 17 seconds West; thence South 78 degrees 16 minutes 29 seconds West, tangent to said curve a distance of 254.99 feet; thence westerly along a non tangential curve, concave to the south having a central angle of 139 degrees 39 minutes 27 seconds, a radius of 87.00 feet and an arc distance of 212.06 feet the chord of said curve bears South 78 degrees 16 minutes 29 seconds; thence South 78 degrees 16 minutes 29 seconds West, not tangent to said curve, a distance of 27.18 feet; thence westerly along a tangential curve concave to the north having a central angle of 21 degrees 46 minutes 49 seconds, a radius of 570.00 feet and an arc distance of 216.68 feet; thence North 79 degrees 56 minutes 42 seconds West, tangent to said curve, a distance of 117.56 feet; thence westerly along a tangential curve concave to the south, having a central angle of 9 degrees 40 minutes 16 seconds, a radius of 830.00 feet and an arc distance of 140.10 feet; thence North 89 degrees 36 minutes 58 seconds West, tangent to said curve, a distance of 182.90 feet to the west line of said Outlot A and said line there terminating.

and

Lots 1 through 9, Block 1 and Outlot A, Victor Gardens 2<sup>nd</sup> Addition.

and

Outlots B, C and E, Victor Gardens East, Washington County, Minnesota.

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(Above Space Reserved for Recording Data)

**THIRD AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF  
VICTOR GARDENS SINGLE FAMILY VILLAGE**

This Third Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements (the "Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 2006, by POA-Scherer LLC, a Minnesota limited liability company (the "Developer"), pursuant to the provisions of Section 17 of the Declaration of Covenants, Conditions, Restrictions and Easements of Victor Gardens Single Family Village (the "Declaration").

**WHEREAS**, the Declaration was recorded in the office of the Washington County Recorder as Document No. 3309082 and amended by that First Amendment recorded in the office of the Washington County Recorder as Document No. 3491242 and that Second Amendment recorded in the office of the Washington County Recorder as Document No. 3508737 (the Declaration of Covenants, Conditions, Restrictions and Easements as amended by the First Amendment and the Second Amendment are collectively herein referred to as the "Declaration"); and

**WHEREAS**, Section 17 of the Declaration provides for the addition to the Property of Additional Real Estate as defined in the Declaration, and grants to Developer the authority to add said property, and

**WHEREAS**, Developer desires to add to the Property and subject to the Declaration the Additional Real Estate legally described in Exhibit E attached hereto, which Additional Real Estate includes thirty-one additional Units.

**NOW THEREFORE**, the undersigned hereby enacts this Amendment in accordance with the requirements of the Declaration for the purpose of adding that part of the Additional Real Estate described in Exhibit E attached hereto to the Property, hereby declaring that said Additional Real Estate shall be held, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens provided for in the

Declaration and this Amendment, all of which shall be binding upon all persons having or hereafter acquiring any right, title or interest therein, including their heirs, personal representatives, successors and assigns.

**A. DESCRIPTION OF UNITS**

Section 3.1 of the Declaration is hereby amended in its entirety to read as follows:

Units. There are one hundred forty-four Units, all of which are restricted to residential use. Each Unit constitutes a separate parcel of real estate. The locations of the Units are shown on the Plat, which is incorporated herein by reference. The legal descriptions of the Units are set forth on Exhibit D attached hereto.

**B. REALLOCATION OF VOTING RIGHTS AND COMMON EXPENSE OBLIGATIONS**

Voting rights and Common Expense obligations shall be reallocated among all Units created by the Declaration and this Amendment in accordance with the Declaration.

**C. DESCRIPTIONS OF PROPERTY, ADDITIONAL REAL ESTATE, COMMON ELEMENTS AND UNITS**

Exhibit A to the Declaration, containing the legal description of the Property, shall be amended and replaced by Exhibit A attached hereto. All references to Exhibit A in the Declaration shall mean and refer to Exhibit A attached hereto.

Exhibit B to the Declaration, containing the legal description of the Additional Property, shall be amended and replaced by Exhibit B attached hereto. All references to Exhibit B in the Declaration shall mean and refer to Exhibit B attached hereto.

Exhibit C to the Declaration, containing the legal description of the Common Elements, shall be amended and replaced by Exhibit C attached hereto. All references to Exhibit C in the Declaration shall mean and refer to Exhibit C attached hereto.

Exhibit D to the Declaration, containing the legal description of the Units, shall be amended and replaced by Exhibit D attached hereto. All references to Exhibit D to the Declaration shall mean and refer to Exhibit D attached hereto.

**D. APPLICABILITY AND BINDING EFFECT**

This Amendment is effective upon recording in the applicable Washington County recording office. Except as specifically modified by this Amendment, the Declaration, as amended, shall remain in full force and effect, and all of the rights, benefits, restrictions and obligations conferred by the Declaration, as amended, shall apply to the Additional Real Estate added hereby and all Units created therein. Unless otherwise specifically set

forth in this Amendment, all words and terms used in this Amendment shall have the same meaning as set forth in the Declaration.

**IN WITNESS WHEREOF**, the Developer has executed this instrument the day and year first set forth above.

**POA SCHERER LLC, a Minnesota limited liability company**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**STATE OF MINNESOTA**                    )  
  ) ss.  
**COUNTY OF \_\_\_\_\_**                    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2006, by \_\_\_\_\_, the \_\_\_\_\_ of POA Scherer LLC, a Minnesota limited liability company, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT WAS DRAFTED BY:**  
J. Patrick Brinkman, Esq.  
FELHABER, LARSON, FENLON & VOGT, P.A.  
220 South Sixth Street, Suite 2200  
Minneapolis, Minnesota 55402-4302  
(612) 373-8420

**VICTOR GARDENS SINGLE FAMILY VILLAGE  
EXHIBIT A TO THIRD AMENDMENT TO DECLARATION**

**DESCRIPTION OF PROPERTY**

All of that property located in the County of Washington, State of Minnesota, described as follows:

Lots 1 through 29, Block 1; Lots 1 through 10, Block 2; Lots 1 through 7, Block 3; Lots 1 through 8, Block 4; Lots 1 through 5, Block 5; Lots 1 through 10, Block 6; Lots 1 through 9, Block 7; Lots 1 and 2, Block 8; Victor Gardens, Washington County, Minnesota,

and

Lots 1 through 5, Block 1; Lots 1 through 8, Block 2; Lots 1 through 11, Block 3; Lots 1 through 3, Block 4; and Lots 1 through 6, Block 5, Victor Gardens East, Washington County, Minnesota,

and

Lots 1 through 6, Block 1; Lots 1 through 21, Block 2 and Lots 1 through 4, Block 3, Victor Gardens East 2<sup>nd</sup> Addition, Washington County, Minnesota.

**VICTOR GARDENS SINGLE FAMILY VILLAGE  
EXHIBIT B TO THIRD AMENDMENT TO DECLARATION**

**DESCRIPTION OF ADDITIONAL PROPERTY**

All of that property located in the County of Washington, State of Minnesota, legally described as follows:

Outlots A, D and E, Victor Gardens, except that part of Outlot A lying southerly of the following described line:

Commencing at the southeast corner of said Outlot A; thence North 00 degrees 27 minutes 16 seconds East, assumed bearing along the east line of said Outlot A, a distance of 855.16 feet to the point of beginning of the line to be described; thence westerly along a non tangential curve, concave to the south having a central angle of 38 degrees 08 minutes 28 seconds, a radius of 590.00 feet and an arc distance of 392.76 feet, the chord of said curve bears North 82 degrees 39 minutes 17 seconds West; thence South 78 degrees 16 minutes 29 seconds West, tangent to said curve a distance of 254.99 feet; thence westerly along a non tangential curve, concave to the south having a central angle of 139 degrees 39 minutes 27 seconds, a radius of 87.00 feet and an arc distance of 212.06 feet the chord of said curve bears South 78 degrees 16 minutes 29 seconds; thence South 78 degrees 16 minutes 29 seconds West, not tangent to said curve, a distance of 27.18 feet; thence westerly along a tangential curve concave to the north having a central angle of 21 degrees 46 minutes 49 seconds, a radius of 570.00 feet and an arc distance of 216.68 feet; thence North 79 degrees 56 minutes 42 seconds West, tangent to said curve, a distance of 117.56 feet; thence westerly along a tangential curve concave to the south, having a central angle of 9 degrees 40 minutes 16 seconds, a radius of 830.00 feet and an arc distance of 140.10 feet; thence North 89 degrees 36 minutes 58 seconds West, tangent to said curve, a distance of 182.90 feet to the west line of said Outlot A and said line there terminating.

and

Lots 1 through 9, Block 1 and Outlot A, Victor Gardens 2<sup>nd</sup> Addition.

and

Outlots B and C, Victor Gardens East, Washington County, Minnesota.

and

Lots 1 through 9, Block 4; Lots 1 through 6, Block 5; Lots 1 through 5, Block 6; Lots 1 through 9, Block 7 and Outlots C, D, E and F, Victor Gardens East 2<sup>nd</sup> Addition, Washington County, Minnesota.

**VICTOR GARDENS SINGLE FAMILY VILLAGE  
EXHIBIT C TO THIRD AMENDMENT TO DECLARATION**

**DESCRIPTION OF COMMON ELEMENTS**

There are no Common Elements as of the date of recording this Declaration but Common Elements may be added pursuant to Section 2.2 of this Declaration.

**VICTOR GARDENS SINGLE FAMILY VILLAGE  
EXHIBIT D TO THIRD AMENDMENT TO DECLARATION**

**DESCRIPTION OF UNITS**

Lots 1 through 29, Block 1; Lots 1 through 10, Block 2; Lots 1 through 7, Block 3; Lots 1 through 8, Block 4; Lots 1 through 5, Block 5; Lots 1 through 10, Block 6; Lots 1 through 9, Block 7; and Lots 1 and 2, Block 8, Victor Gardens, Washington County, Minnesota.

and

Lots 1 through 5, Block 1; Lots 1 through 8, Block 2; Lots 1 through 11, Block 3; Lots 1 through 3, Block 4; and Lots 1 through 6, Block 5, Victor Gardens East, Washington County, Minnesota,

and

Lots 1 through 6, Block 1; Lots 1 through 21, Block 2; Lots 1 through 4, Block 3, Victor Gardens East 2<sup>nd</sup> Addition, Washington County, Minnesota.

**VICTOR GARDENS SINGLE FAMILY VILLAGE  
EXHIBIT E TO THIRD AMENDMENT TO DECLARATION**

**LEGAL DESCRIPTION OF ADDITIONAL PROPERTY  
ADDED BY THIRD AMENDMENT**

Lots 1 through 6, Block 1; Lots 1 through 21, Block 2; and Lots 1 through 4, Block 3;  
Victor Gardens East 2<sup>nd</sup>, Washington County, Minnesota.

