

**DECLARATION OF PROTECTIVE COVENANTS FOR THE  
BENEFIT OF  
PAVILION ESTATES**

THIS DECLARATION, is made this \_\_\_\_ day of \_\_\_\_\_, 2022 by International Properties Development Corporation, a Minnesota corporation, hereinafter called (“Declarant”).

WITNESSETH

WHEREAS, Declarant is the fee owner of the real Property in Olmsted County, Minnesota described as follows:

Lots 1 through 10, Block 1, Pavilion Estates, Olmsted County, State of Minnesota (hereinafter “the Property”); and

WHEREAS, Declarant intends by this Declaration to impose upon the Property mutually beneficial restrictions under a general plan of development for the benefit of the owners of lots within the Property;

NOW THEREFORE, Declarant declares that the Property is, and shall be, held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, easements, charges and liens (sometimes referred to herein as “Covenants and Restrictions”) which covenants and restrictions shall run with the land and be binding on all parties having any right, title or interest in the hereinafter described Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I.  
DEFINITIONS**

- (a) “Architectural Review Committee” (also known as “ARC”) shall mean the committee of people established herein to maintain architectural and construction standards of improvements on the Lots that enhance the value of the Lots as a whole.

- (b) "Association" shall mean and refer to Pavilion Estates Homeowner's Association, Inc., a Minnesota non-profit corporation, its successors and assigns.
- (c) "Common Area" shall mean and refer to all real property used for the common use and enjoyment of the Owners and to all improvements located thereon and for the common use and enjoyment of the Owners whether or not said real property and improvements are owned by the Association. The Common Area at the time of the conveyance of the first Lot is located in Rochester Township, County of Olmsted, State of Minnesota and is described as follows:
- Easement for private street known as Pavilion Lane SW as shown on the plat of Pavilion Estates;
- Easement for sign over a portion of Lot 2, Block 1, Pavilion Estates;
- Wildlife Corridor Easement as shown on the Plat of Pavilion Estates;
- (d) "Common Expenses" shall mean all expenses, charges, and costs associated with the following:
- (a) The operation, upkeep and maintenance of the Common Property, including, but not limited to: the private Street known as Pavilion Lane SW; and the common wells serving the Lots;
  - (b) Insurance policies, if any, benefiting the Association as the insured; and
  - (c) Operation of the Association, including but not limited to postage, legal consultants and accountants.
- (e) "Common Property" shall mean and refer to the Common Area, the water wells located on Lots 3 and 4, Block 1, and Lots 6 and 7, Block 1, Pavilion Estates and associated water lines from such wells to the Lots, and the access gate located on Pavilion Lane SW north of the Boulder Creek Road cul-de-sac dedicated on the plat of Pavilion Estates
- (f) "Declarant" shall mean and refer to the Declarant above-named, and to its heirs, successors and assigns.
- (g) "First Mortgagee" shall mean and refer to any person, corporation or other entity named as Mortgagee in any deed granting a first lien upon the fee simple title to any Lot.
- (h) "Lot" shall mean and refer to any of the Lots described as Lots 1 through 10, Block 1. Pavilion Estates according to the recorded plat thereof, Olmsted County,

State of Minnesota.

- (i) "Member" shall mean and refer to all Owners who are members of the Association as provided in Article VI, Section 2 hereof.
- (j) "Owner" shall mean and refer to the record fee owner or contract vendee, whether one or more persons or entities, of any Lot included herein, but excluding contract vendors and others holding an interest merely as security for the performance of an obligation.
- (k) "Property" shall mean and refer to the Common Property and all of the real property subject to this Declaration, as more particularly described in Article II hereof and all improvements now or hereafter located therein.

**ARTICLE II  
REAL PROPERTY SUBJECT TO THIS DECLARATION**

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Rochester Township, County of Olmsted and State of Minnesota, and is more particularly described as follows:

Lots 1 through 10, Block 1 Pavilion Estates, Olmsted County, State of Minnesota.

**ARTICLE III  
COMMON PROPERTY**

To the extent it holds legal title thereto, Declarant shall convey legal title of the Common Property to the Association prior to the first conveyance of any Lot.

**ARTICLE IV  
ARCHITECTURAL REVIEW COMMITTEE**

Section 1. Architectural Review Committee. In order to preserve the high quality of the dwellings, Lots and Common Area in Pavilion Estates, an Architectural Review Committee (sometimes referred to herein as the "ARC") is hereby created by the Declarant. The purpose of the ARC shall be to maintain structure and site architectural and construction quality, and to assure that improvements to the Property are in harmony in external design and location, in relation to surrounding structures and topography, all in conformity with and subject to the protective covenants established herein.

Section 2. ARC Membership. There shall be up to 3 people who serve as members of the ARC. So long as the Declarant owns any unimproved Lot in the Property, Declarant may appoint and remove members of the ARC. Such power of appointment may be relinquished by Declarant by written notice to the Association, in which case the ARC shall be a committee of the Association Board, be appointed by the

Board and serve at the pleasure of the Board. In the absence of any such appointment, the Association Board shall constitute the ARC.

Section 3. Written Approval. Wherever in this Declaration, reference is made to "approval" of or by the ARC, such approval shall be in writing and shall be obtained by the person seeking such approval, prior to initiation of the action as to which, such approval is sought.

Section 4. Original Construction. Prior to the improvement of any Lot, a construction plan, a township approved individual grading plan, and a minimum landscaping plan shall be submitted to the ARC for review.

Section 5. Review of Modifications. After the completion of an original dwelling on a Lot, the construction or significant modification of any building or structure, including out buildings, retaining walls, or topographic grade modifications affecting storm water on such Lot shall require the prior written approval by the ARC.

Section 6. Content of Construction Plans. Construction Plans shall define and include the dimensions of the structure, complete building floor plans, elevations from each of four sides, the nature, type and quality of building materials, topographic grade plans showing final finish grades, the location and orientation of the dwelling and other structures on the property, and general color scheme for building exteriors. Supplemental features proposed, such as accessory structures, pools and retaining walls shall be included on the plans submitted to the ARC. No permission or approval shall be required to restore or rebuild in accordance with originally approved plans and specifications.

Section 7. Evaluation of Plans. The ARC shall evaluate plans for the quality of workmanship and the harmony of the external design with existing structures, for compliance with the covenants and restrictions herein, the topography, finish grade elevation, and overall compatibility with the type and quality of construction in Pavilion Estates.

Section 8. Procedure. The ARC shall act expeditiously in reviewing plans, with the goal of approving or disapproving plans within 7 to 14 days after submission of all requested material and explanations from builder and owner. Approval shall be in writing by a representative of the ARC with a copy to the Declarant and the Association.

Section 9. Removal and Abatement. The Declarant or the Association shall have the right to order an Owner to remove or alter any structure on any Lot erected in violation of the terms of this Declaration, and to employ appropriate judicial proceedings to compel the alteration or demolition of any nonconforming construction or other violation. Any cost incurred shall be the personal obligation of the Owner and a lien against the Lot. In the event the Association or the Declarant requests injunctive or similar equitable relief, it shall not be required to post any bond.

Section 10. Variances. Reasonable variances to the standards established herein, or to standards further established by the ARC, may be granted by the ARC after review, in order to overcome practical difficulties, to prevent unnecessary hardship, or to

respond reasonably to special circumstances presented by a particular Lot. A variance shall apply only to the specific Lot and the specific ARC action on the particular issue, and shall have no effect as precedent in any other ARC decision.

Section 11. Liability Agreement. Approval or disapproval of any plan by the ARC or by the Association shall not constitute a statement or opinion as to the adequacy of the plan in meeting building codes, Township requirements, construction standards of workmanlike quality, or any other standard of efficacy. Owner hereby agrees, and waives all rights to seek damages, from the Declarant, the ARC and its members, or the Association for any alleged loss connected with the approval or failure to approve any plan, modification or proposal.

Section 12. Reasonableness. A decision of the ARC or Association to approve or disapprove of any proposed plans and designs may often be subjective in nature and as such may not be challenged as being unreasonable.

## **ARTICLE V COVENANTS FOR THE BENEFIT OF LOTS AND OWNERS**

Section 1. Use of Lots. No Lot shall be used except for residential purposes. No building shall be erected, or placed on any Lot other than a detached single-family dwelling not to exceed two stories above grade and a private garage for not less than three (3) cars, except accessory buildings or structures customarily supporting use of such single-family dwellings, provided that the exterior of any such accessory buildings or structure shall be finished in a neat, attractive manner, with materials of similar quality as the main dwelling and shall be approved by the ARC. All driveways shall be constructed with concrete. Storage of firewood, refuse, rubbish and cuttings will be contained within the garage or otherwise located and screened appropriately.

Section 2. Government Standards. All uses and plans for the Lots shall comply with zoning and other applicable ordinances, easements of record and regulations of appropriate government units, and such standards shall be considered as covenants and restrictions supplemental to those set forth herein.

Section 3. Minimum Square Footage. The size of any dwelling on all Lots shall be as follows:

- (a) A rambler style home must have a minimum of 2,000 square feet of living area on the main floor;
- (b) A two-story home must have a combined minimum of 3,600 square feet of living area on the first and second floors.

Section 4. Quality of Construction. All dwellings and other improvements constructed on any Lot on the Property shall be of good quality of workmanship, and the plans therefore shall specify high quality materials. All exterior walls fronting on any street shall be aesthetically pleasing as deemed appropriate by the ARC. No earth home or geodesic dome home shall be erected upon any Lot.

Section 5. Materials. High-grade hardboard, cement board, stone (but not artificial stone) or high-grade maintenance free type siding may be used on sides and rear of residential dwellings consistent with ARC evaluation. Vinyl siding is discouraged. The ARC may approve other materials it considers appropriate for the design of the particular residential dwelling. Either: a laminated shingle, or equivalent, giving a textured appearance; or a metal roof, shall be used on all structures,. The roofline for all dwellings or other structures placed on a Lot must have a minimum 8/12 pitch, except as otherwise approved by the ARC.

Section 6. Setbacks. In recognition of the varying topography and large lot sizes at Pavilion Estates, the ARC shall have the right to increase minimum setbacks from those otherwise specified under applicable local ordinances to help overall sightlines, streetscape and rear lot appearances.

Section 7. General Contractor; Commencement of Construction; Time for Completion. Construction plans submitted to the ARC shall specify the general contractor responsible for construction. Except for Lots owned by the Declarant, construction of the Dwelling to be located on any Lot shall commence within eighteen (18) months after the date on which the owner of such Lot acquires title to such Lot. All dwellings or other structures constructed or placed on the Property shall be completely finished on the exterior thereof within 12 months after commencement of construction.

Section 8. Utilities. All utility and telecommunication transmission lines within the Property other than those existing on the date of the Declaration and those hereafter installed by Declarant shall be installed and maintained underground. No radio or television broadcasting or receiving antenna, dish or similar apparatus shall extend above the roof of a structure upon a Lot unless required by technical factors. Conventional television antennas must be mounted within the attic of the structure.

Section 9. No Dwelling Moved on to Lot. No residential dwelling of any kind shall be moved onto any Lot.

Section 10. Signs. Signs shall not be displayed to the public view on any Lot except; one professional sign of not more than two square feet; one sign of not more than six square feet advertising the property for sale or rent. Signs pertaining to elections are permitted from 60 days before to 7 days after the election. This Section 10 shall not apply to signs established by the Declarant or its agent. Temporary reasonable signs noting "garage sale", "graduation party" and similar are permitted.

Section 11. Temporary Structures. No structure of a temporary character, recreational vehicle, trailer, tent, shack, garage, barn or other accessory building shall be

used on any Lot at any time as a residence; nor shall any buildings not completely finished on the exterior be occupied as a residence.

Section 12. Fences and Mailboxes. No fence shall be commenced, erected, placed or maintained upon any Lot except an invisible fence to contain pets. A mailbox will be provided by the Declarant for each Lot. If the original mailbox needs to be replaced, the replacement mailbox shall be substantially identical to the original.

Section 13. Garbage and Trash. Lots shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste material. All waste materials accumulated in the normal course of residential usage shall be kept in sanitary containers. All such sanitary containers or other equipment for the storage or disposal of such waste material shall be kept in a clean, sanitary condition, and suitably screened from view from roadways or other Lots except on the day when refuse pick up is scheduled. No outside incinerators, trash burners, nor garbage receptacles shall be installed or erected on any Lot. Reasonable composting is permitted in backyards.

Section 14. Nuisances. No noxious or offensive activities shall be carried out upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 15. Animals. No animals of any kind shall be raised, bred or kept upon any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept for any commercial purposes and are housed in the main dwelling, garage, or in a kennel attached to the rear of the residential dwelling.

Section 16. Interior. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of the Owner's Dwelling.

Section 17. Exterior Maintenance. Owners shall maintain unimproved Lots and Lots being improved in a manner to control weeds, burdock, buckthorn and other noxious plants. Seeding and mowing to control erosion, maintain drainage easements and maintain a neat appearance of unimproved Lots is required. Downed or diseased trees encroaching upon common areas, Lots and streets shall be promptly removed at Owner's expense. Owner hereby grants to the Association the right to enter upon an unimproved Lot (but, without any obligation to do so) for the purpose of properly maintaining such Lot in the case of the Owner's failure to do so; provided, however, that the Association must first give 7 days notice of its intention to do so. Owner agrees to reimburse the Association for any costs incurred in such maintenance activity, and such unpaid costs shall constitute an assessment upon the Lot as provided herein.

Section 18. Erosion and Water Management. Owners shall at all times, and especially during construction, maintain the Lots using best practices to minimize erosion and properly manage storm water runoff. Accordingly, the Owners and their respective builders shall submit an Erosion and Water Management Statement to the ARC prior to grading or other disturbance of soil on the Lots. Such Statement shall specify the

appropriate installation of high quality silt fencing or other erosion and water management solutions on the Lot during construction and thereafter as needed. The statement shall provide for the construction and maintenance of a Rain Garden of up to 1,000 sq feet as required by Rochester Township. The Rain Garden will be constructed at the time a dwelling is constructed on the Lot. The Statement shall be signed by both Owner and builder and shall be drafted in a form and detail satisfactory to the ARC. Conformance with the Statement is essential to protecting waterways and neighborhood soils and shall constitute a continuing obligation for both Owner and builder. The ARC may use its discretion to require modification of a previously approved Statement to maintain or improve proper erosion control and water management.

Section 19. Wildlife Corridor and Trees on West Side of Lot. Owners shall not use their Lot in a manner which will disturb the wildlife corridor running along the east side of the Lot or negatively affect the purposes for which such wildlife corridor was created. Except as otherwise provide in these Covenants, a Lot Owner shall not remove, or cause to be removed , any mature, healthy tree located along the westerly boundary of the Lot and lying between said westerly boundaty and the westerly line of the private road easement (Pavilion Lane SW) as shown on the plat of Pavilion Estates.

Section 20. Buckthorn Management. All Lot owners are encouraged to manage buckthorn to enhance native flora and maintain Lot values. The Association may work with such owners on cooperative efforts to manage buckthorn. All Lot owners are encouraged to manage buckthorn to enhance native flora and maintain Lot values.

Section 21. One Trash Collector. From time to time, the Association shall select a single trash hauler to provide trash and waste removal services to the Lots. The Owners of each Lot shall enter into a contract with the hauler selected by the Association and shall not employ any other trash hauler.

## **ARTICLE VI DECLARANT'S RIGHT TO REPURCHASE LOT**

Section 1. Construction Without ARC Approval. If any Owner commences construction of an improvement on a Lot prior to the approval of site plans for the proposed dwelling by the ARC, then the Declarant shall have the immediate and exclusive option, at its sole discretion, to repurchase said Lot for the original purchase price. Should Declarant elect to exercise its option to repurchase, then the Owner of said Lot shall deliver to Declarant a valid Warranty Deed conveying marketable title in the Lot to Declarant in exchange for payment of the original purchase price.

Section 2. If the Owner of any Lot decides to sell a Lot prior to the construction of a dwelling on the Lot, then said owner must first, in writing, offer said lot for repurchase to Declarant for the original purchase price of said lot. This right of repurchase by Declarant shall be at Declarant's



sole and exclusive option and must be exercised by Declarant within sixty (60) days from the date Declarant received written notice from the Owner of the Lot of Owner's intent to sell the Lot. Should Declarant elect to exercise its option to repurchase, then the Owner of said Lot shall deliver to Declarant a valid Warranty Deed conveying marketable title in the Lot to Declarant in exchange for payment of the original purchase price.

Section 3. If the Owner of any Lot does not commence construction of a dwelling on the Owner's Lot within eighteen (18) months after the date upon which Declarant conveyed the Lot to the Owner, then the Declarant shall have the immediate and exclusive option at its sole discretion, to repurchase said Lot for the original purchase price. Should Declarant elect to exercise its option to repurchase then the Lot owner of said Lot shall deliver to Declarant a valid Warranty Deed conveying marketable title in the Lot to Declarant in exchange for payment of the original purchase price.

Section 4. If Declarant purchases the Lot back from the Lot Owner for the original purchase price, the original purchase price shall be the amount the Lot Owner originally paid to the Declarant for the Lot. The Lot Owner shall be responsible to pay the State Deed Tax payable on the conveyance of the Lot from the Lot Owner to Declarant and the Declarant may hold back the amount of such State Deed Tax at the time Declarant is purchasing the Lot back from the Lot Owner.

Section 5. If Declarant purchases a Lot back from the Lot Owner for the original purchase price pursuant to the provisions of the Article VI, the Lot Owner will not be reimbursed for any other costs or expenses including, but not limited to, interest, architectural fees, design fees, attorney fees, recording fees, engineering fees, permits, and taxes, which costs and expenses shall be the sole responsibility of the Lot Owner.

## **ARTICLE VII PAVILION ESTATES HOMEOWNERS ASSOCIATION**

Section 1. Goals and Responsibilities. To enhance the value of the lots and to further the goals outlined herein, a homeowners' association has been created under Minnesota Statute 317A, and named Pavilion Estates Homeowners Association, Inc. (hereinafter "the Association"). The goals of the Association are as follows:

- (a) To provide general architectural and construction guidance as a way to enhance the value of the neighborhood and of the lots as a whole;
- (b) To be a vehicle through which the lot owners can act collectively, in their joint interest, for the general benefit of the neighborhood; and

(c) To maintain, repair and replace the private street known as Pavilion Lane SW.

(d) To maintain, repair and replace the sign and the landscaping adjacent thereto located on Lot 2, Block 1, Pavilion Estates.

(e) To maintain the Wildlife Corridor to the extent determined necessary by the Association

(f) To ensure the proper operation, maintenance, repair and replacement of the common wells located or to be located within Pavilion Estates. Such operation, maintenance, repair and replacement shall include, but not be limited, to routine pump repairs as well as the provision of electricity to operate the wells. To maintain all storm water systems and facilities located in Pavilion Estates as required by the Development Agreement between Rochester Township and International Properties Development Corporation.

(g) Operation, repair, maintenance and replacement of an access gate to be located on Pavilion Lane SW just north of the public cul-de-sac of Boulder Creek Lane SW.

Section 2. Association Membership. Every person or entity who is a record owner of a fee interest, or a contract for deed vendee's interest, in any Lot in the Property shall be considered an "Owner" and a Member of the Association with such rights and obligations as provided for in the By-Laws of the Association and this Declaration. An Owner/Member that is not a natural person shall be represented by a natural person who is an officer or agent of the entity. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation unless and until such mortgagee has acquired title pursuant to foreclosure of said mortgage and the period in which the fee owner may redeem from such foreclosure has terminated. Where any such Lot is being sold by the fee owner to a contract vendee who is entitled to possession of the Lot, the contract vendee shall be considered the Owner of the Lot. Membership shall be appurtenant to and may not be separated from Ownership of a Lot.

Section 3. Classes of Membership. The Association shall have two classes of voting membership;

Class A. Class A members shall be all those Owners referred to in Section 2 above, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they, among themselves, determine but in no event shall more than one vote be cast with respect to any Lot.

Class B. The sole Class B member shall be the Declarant who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall be converted to Class A membership when the total votes to which Class A members are entitled, are equal to or are greater than the total votes to which the Class B member is entitled, provided, however, that Declarant may relinquish its rights under this section, and convert its

membership to Class A upon written notice to the Association Board, which notice shall specifically reference this section and paragraph.

Section 4. Board of Directors. The affairs of the Association shall be managed by a Board of Directors, which shall have sole authority to act in the name of the Association on all matters, except as prohibited by law, or except as reserved to the Association membership in this Declaration or the Association By-Laws. A reference to Association authority or activity includes the Board, which acts in the name of the Association.

Section 5. Rules and Regulations. The Board of Directors may from time to time, adopt, and promulgate Rules and Regulations reasonably related to the use and enjoyment of the Property, provided that no such rule or regulation may have the effect of contradicting a provision of this Declaration.

## **ARTICLE VIII ASSOCIATION DUES AND SPECIAL ASSESSMENTS**

Section 1. Creation of Lien and Personal Obligation for Dues and Special Assessments. Each Owner of a Lot, by acceptance of a deed thereof, is deemed to covenant and agree to pay to the Association: (a) annual dues for payment of the Common Expenses, and (b) special assessments for capital improvements or unplanned maintenance projects. (Dues and special assessments, together or individually, may be referred to hereafter as "assessments"). Unpaid annual dues and special assessments, together with interest, cost of collection and reasonable attorney's fees, shall be a continuing lien upon each Lot. Each such assessment, together with interest, cost of collection and reasonable attorney's fees, shall also become the personal obligation of the Owner of such property at the time when the assessment became due. The Common Expenses are allocated equally among the Lots.

Section 2. Fiscal Year. The Association fiscal year shall be July 1 to June 30 of each year, except as stated otherwise in the Association By-Laws. Dues shall be reviewed and established annually by the Association Board in advance of the beginning of the fiscal year. Any change in annual dues by the Board shall require a 45 day notice to the membership. A change of more than 15% from the previous year (excluding actual snow removal costs) shall require an affirmative majority vote at a meeting of the membership of the Association, upon not less than 30 days notice, in a manner prescribed in the By-Laws.

Section 3. Purpose of Dues and Assessments. The Dues and Special Assessments levied by the Association under this Article VII may be used for the following purposes:

- (a) The maintenance, repair, replacement and operation of the Common Property and for services and facilities related to the use and enjoyment of the Common

Property;

- (b) The creation of a suitable reserve fund to carry out the activities described in subsection (a) above;
- (b) The payment of taxes and insurance in regard to the Common Property;
- (c) All costs and expenses incidental to the operation of the Association and the fulfillment of its purposes as stated herein, including but not limited to, general costs of operation, community communication and meeting costs -- including minor entertainment or refreshments -- and the cost and expense of acquiring necessary accounting, insurance, legal and other professional services.

Section 4. Collection of Dues and Special Assessments. Until conveyance of the first Lot to a purchaser other than Declarant or an affiliate of Declarant, Declarant shall pay all actual costs and expenses of the Association and all actual costs and expenses related to the Common Area. With such first conveyance assessments shall be levied on each Lot as its share of expenses budgeted by the Association.

Section 5. Initial Payment of Annual Dues. The Owners' obligation to pay annual dues and special assessments ensues on the due date established by the Association. A pro rated share of the annual Association dues for the remainder of the current fiscal year are due and payable by the new Owner to the Association at the closing of the initial sale of each Lot.

Section 6. Special Assessments. The Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement pertaining to the Common Property. Such Special Assessment may be collected over a period of years as deemed reasonable and necessary by the Association. No Special Assessment shall be levied without approval of a simple majority of lot owners.

Section 7. Lien for Assessments. The Association shall have a lien against each of the Lots to ensure payment of the dues and special assessments when they become due. The lien shall become effective on the date the payment comes due and will remain effective until paid. The Board may, in its discretion, impose reasonable late fees, fines or interest for the failure to pay the assessments in a timely fashion. The Association may also foreclose the lien in the manner provided in Minnesota's Common Interest Community Statute, as the same may be amended from time to time (even though Association is not governed by such statute). Recording of the Declaration constitutes record notice and perfection of any lien under this Section and no further recordation of any notice of, or claim for, the lien is required.

Section 8. First Mortgage. Notwithstanding the provisions of Sections 1 through 6 above, in the event a Mortgagee having a first security interest in a Lot forecloses its lien and becomes an Owner of the Lot, such Mortgagee shall only be liable to the Association for unpaid assessments which become due, without acceleration, during the six months preceding the first day following the end of the Owner's period of redemption. The remaining unpaid assessment balance, if any, not required to be paid by such mortgagee under this Section 8 shall be reallocated among the members of the Association.

## **ARTICLE IX INSURANCE**

Section 1. Liability Insurance; Fidelity Bonds. The Board of Directors of the Association, or its duly authorized agent shall obtain general liability insurance insuring the Association, with such limits of liability as the Association shall determine to be necessary, but in no event less than \$1,000,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence. The Board of Directors may also provide fidelity bonds providing protection to the Association against loss by reason of acts of fraud or dishonesty on the part of the Association's directors, managers, officers, employees, or volunteers who are responsible for handling funds of the Association.

Section 2. Casualty Insurance on Common Property. The Association shall obtain casualty insurance against such hazards and casualties as the Association may deem desirable from time to time. All insurance coverage with respect to the Common Property shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Premiums for all insurance carried by the Association are common expenses included in the annual dues.

## **ARTICLE X ACCESS EASEMENT**

The Declarant shall have, during the period of Declarant control, and the Association shall have at all times, such easements over and across the Lots as are reasonably necessary: (a) to access that part of the Property shown on the Plat as a wildlife corridor; and (b) to carry the obligations of the Declarant or the Association, to operate, maintain, repair and replace the Common Property.

## **ARTICLE XI GENERAL PROVISIONS**

Section 1. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing, or delivered via

electronic communications in a manner provided by the By-Laws and not prohibited by law.

Section 2. Enforcement. In the event any Owner fails to comply with the provisions of this Declaration, or the By-Laws of the Association, or with decisions of the Association which are made pursuant thereto, such failure shall give rise to a cause of action on the part of the Association, or any aggrieved Owner, for the recovery of damages or for injunctive relief, or both. Enforcement of these covenants and restrictions may be by any proceeding at law or in equity.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provision which shall remain in full force and effect.

Section 4. Reasonableness. Subject to the provisions of Article IV, Section 12, the Association shall be required to act with reasonableness in any activity it undertakes regarding matters addressed in this Declaration.

Section 5. Duration of Covenants, Restrictions and Easements. The covenants, restrictions and easements of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, or their respective legal representatives, heirs, successors and assigns. The easements set forth herein shall be perpetual. The covenants and restrictions herein set forth shall have a term of twenty (20) years from the date this Declaration is recorded, after which time, said covenants and restrictions shall be automatically renewed for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-seven (67%) percent of the Lot Owners and thereafter by an instrument signed by not less than fifty-one (51%) percent of the Lot Owners. A certification of the Secretary of the Association attached to the amendment stating that the requisite number of Owners needed to effectuate an amendment have voted in favor of such amendment shall suffice in lieu of the actual signatures of the Owners being applied to the amendment. Any amendment must be properly recorded.

## **ARTICLE XII SPECIAL DECLARANT RIGHTS**

Declarant hereby reserves the following rights (referred to Special Declarant Rights) for its benefit:

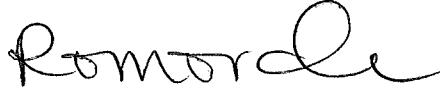
- a. The right to complete improvements and additions indicated on the plat.
- b. The right to appoint or remove any officer or director of the Association during the period of Declarant control, which shall expire on the earliest of the following events:

1. Surrender of the right of control by the Declarant; or

2. One (1) year after the conveyance of 75% of the Lots to Owners other than Declarant.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and seal as of the day and year first above written.

International Properties Development Corporation



By: Aderonke O Mordi  
Its: President

STATE OF MINNESOTA  
COUNTY OF OLMSTED

On this 9<sup>th</sup> day of September, 2022, the foregoing instrument was executed, by Aderonke O. Mordi, the President of International Properties Development Corporation, a Minnesota limited liability company.

  
NOTARY PUBLIC

This instrument was drafted by  
Frank J. McAnulty  
1801 Greenview Dr. SW Suite 102  
Rochester, MN 55902

