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Doc. No. 209393

Common Interest Community Number 391

A Condominium

LIBERTY PARK CONDOMINIUM

DECLARATION

THIS DECLARATION is made as of this 19th day of February, 2003, by College City Homes, Inc., a Minnesota corporation, herein called "Declarant", pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 through 515B.4-118 (the "Act"), as amended.

RECITALS

WHEREAS, Declarant is the purchaser of certain real estate located in Dakota County, Minnesota, legally described in Exhibit A attached hereto (the "Real Estate"), and Declarant is the purchaser of the additional land described in Exhibit B attached hereto (the "Additional Real Estate"), and

WHEREAS, Declarant desires to establish on the Real Estate a plan for the permanent 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 structured quality, and the original architectural and aesthetic character of the Real Estate, and

WHEREAS, the Real Estate and the Association are not subject to the jurisdiction of a Master Association, and

WHEREAS, the Real Estate is not subject to an ordinance referred to in Section 515B.1-106 of the Act, governing conversions to common interest community, and

WHEREAS, Declarant wishes to establish the Real Estate as a condominium under the Act.

NOW THEREFORE, Declarant declares that the Real Estate is and shall be divided, held, transferred, conveyed, sold, leased, occupied and developed subject to the Act and to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, which shall run with the Real Estate and be binding upon all parties having any right, title or interest in the Real Estate, their heirs, successors and assigns, and which shall inure to the benefit of each unit owner, and the heirs, successors and assigns of each unit owner.

PRELIMINARY MATTERS

Note to Readers

Many provisions of the Act (Chapter 515B) which governs this common interest community ("CIC"), and of the Minnesota Nonprofit Corporation Act, Minnesota Statutes, Chapter 317A under which the Association is formed, are not repeated in this Declaration. This Declaration should be read in conjunction with both statutes.

SECTION 1.00 DEFINITIONS

- 1.01 Words defined in the Act shall have the meaning ascribed to them in the Act. The following are supplemental definitions.
- a. "Association" shall mean Liberty Park Condominium Association, a Minnesota nonprofit corporation.
 - b. "Board of Directors" or "Board" shall mean the Board of Directors of the Association.
 - c. "Member" shall mean any person or entity holding membership in the Association.

SECTION 2.00 IDENTITY OF REAL ESTATE AND CIC RESERVATION OF RIGHT TO EXPAND CIC BY ADDING ADDITIONAL REAL ESTATE

- 2.01 This Declaration establishes Common Interest Community No. 391, Dakota County, Minnesota, under the name Liberty Park Condominium, as a Flexible Common Interest Community. It is a condominium (and not a planned community or cooperative), and is not subject to a master association. The real estate initially included within this CIC is legally described as follows:

See Exhibit A and Exhibit C attached hereto.

- 2.02 Additional real estate which may be added to the CIC, pursuant to Section 515B.2-106 is legally described as follows:

See Exhibit B attached hereto.

- 2.03 Portions of the additional real estate may be added to the CIC at different times, but all such additional real estate shall be brought into the CIC within ten years from the date of recording the Declaration. The maximum number of units that may be created within the additional real estate is 52 units, all of which units shall be restricted to residential use. All buildings and units erected upon additional real estate will be compatible with the other buildings and units in the CIC in terms of architectural appearance, quality of construction and principal materials employed in construction. The size of the buildings and number of units in additional buildings will vary as described in Section 5.01 below. All restrictions in this Declaration affecting use, occupancy, and alienation of units will apply to units created in the additional real estate upon addition to the CIC. Any of the foregoing assurances related to additional real estate will lapse and be of no effect relative to any portion of the additional real estate not added to the CIC within the ten year period set forth above.
- 2.04 Additional real estate shall be added to the CIC by the procedures set forth in Section 515B.2-111.

SECTION 3.00 CIC PLAT

- 3.01 The CIC Plat for this CIC is being recorded simultaneously with, and as a part of, this Declaration.

SECTION 4.00 OWNERS ASSOCIATION

- 4.01 Liberty Park Condominium Association has been incorporated as a Minnesota nonprofit corporation under Minnesota Statutes, Chapter 317A to act as the association of unit owners required by Section 515B.3-101 of the Act.

SECTION 5.00 UNITS AND UNIT IDENTIFIERS

- 5.01 This CIC shall initially consist of 10 units, all of which are restricted to residential use. This CIC also includes a common element lot (Lot 7, Block 4, LIBERTY PARK, Dakota County, Minnesota) The first phase of construction will be a two-story wood frame building with 10 condominium units located in the building. The unit identifier of each unit is shown on the CIC plat. Additional buildings may be brought into the development as additional real estate until the full complement of 62 units is constructed. The condominium buildings will be constructed to be compatible with one another, but not identical. Two building designs will be used. The buildings proposed for the portion of the development legally described as Lots 2 and 6, Block 4, LIBERTY PARK, will be two ten-unit buildings, with five units on each side, back to back. The buildings designed for the portion of the development legally described as Lots 3, 4, and 5, Block 4, LIBERTY PARK, will be four-unit buildings, with the units side by side in a row-style. The buildings intended to be built on a future replat of Outlot B, LIBERTY PARK, are preliminarily designed as ten-unit buildings very similar to the first condominium building constructed on

Lot 6, Block 4, LIBERTY PARK. All buildings will be two stories in height, using wood as the primary construction material with vinyl and brick exterior finishes.

SECTION 6.00 BOUNDARIES

- 6.01 The unit boundaries shall be the interior, unfinished surfaces of the perimeter walls, floors and ceilings of each unit, more specifically defined as follows:
- a. All lath, furring, wallboard, plasterboard, sheetrock, plaster, paneling, tiles, wallpaper, paint, finished flooring, floor covering and any other materials constituting any part of the finished surfaces thereof are a part of the unit, and all other portions of the walls, floors or ceilings, including perimeter doors and windows, and their frames, are part of the common elements.
 - b. If any chute, flue, duct, pipe, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside of the designated boundaries of a unit, any portion thereof serving only that unit is a limited common element allocated solely to that unit, and any portion thereof serving more than one unit or any portion of the common elements is a part of the common elements.
 - c. Subject to subsection b. above, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a unit are a part of the unit.
 - d. All perimeter doors and windows and any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, decks, patios, and other fixtures designed to serve a single unit and constructed as part of the original construction, and any authorized replacements and modifications thereof, if located outside of the units' boundaries, are limited common elements allocated exclusively to that unit.

SECTION 7.00 USE OF UNITS

- 7.01 All units are restricted to residential use. The following activities in a residential unit shall not be considered a violation of this restriction:
- a. The use of a unit by the Declarant as a sales office or model home during the initial period of construction and sales.
 - b. The maintenance by the Association or its manager of an office for purposes of management of this condominium.
 - c. The use of a unit by an owner for home office or studio uses which are incidental to the principal residential use of the unit, which comply with applicable zoning, and which do not invite or generate regular or frequent visits by clients, customers, employees, coworkers or the public.

SECTION 8.00 LIMITED COMMON ELEMENTS

- 8.01 **Allocation of Limited Common Elements.** Certain portions of the common elements are allocated for the exclusive use of one or more but fewer than all of the units. In addition to the limited common elements specified in Section 515B.2-102(d) and (f) of the Act, certain limited common elements, and the units to which each is allocated, are depicted on the CIC Plat.

SECTION 9.00 ALLOCATED INTERESTS

- 9.01 **Allocation.** Each of the units is hereby allocated an equal percentage or fraction of undivided interests in the common elements and in the common expenses of the Association, and an equal number of votes in the Association as specified in Exhibit D attached to this Declaration. However, certain expenses may be assessed on a different basis, or against one or fewer than all units, under Section 515B.3-115(h) of the Act.
- 9.02 **Formula.** The percentage or fractional allocation of interests in the common elements specified in Exhibit D is calculated for each unit by dividing the number one into the total number of all units in the CIC.

SECTION 10.00 ASSESSMENTS

- 10.01 **General Provisions.** Section 515B.3-115 of the Act specifies how assessments are assessed and collected. Section 515B.3-116 specifies how the lien for assessments is created and enforced, and to which interests it is either superior or subordinate.
- 10.02 **Special Assessments.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any unforeseen or unbudgeted common expense, including without limitation the unexpected construction, reconstruction, repair or replacement of a capital improvement and including fixtures and personal property related thereto, provided that any such assessment shall have the assent of not less than two-thirds (2/3) of the voting power of members who are voting in person or by proxy at a meeting duly called for this purpose.
- 10.03 **Commencement of Initial Annual Assessments.** The annual assessments provided for herein shall commence as to all units not later than 60 days after the conveyance of the first unit to an owner other than Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.
- 10.04 **Commencement of Annual Assessments.** By November 30 of each year the Board shall fix the amount of annual assessments against each unit for the following fiscal year and shall send written notice thereof to each owner. The due date for payment of annual assessments shall be as set by the Board. At the time the Board fixes the amount of annual

assessments it shall adopt a budget for the following fiscal year and cause a copy of such budget in reasonable detail to be furnished to each owner.

SECTION 11.00 LIMITED ASSESSMENT PROGRAM

- 11.01 The Declarant hereby establishes a limited assessment program of the type described in Section 515B.3-115(b) of the Act. Notwithstanding anything apparently to the contrary in Section 10.00 above, if a common expense assessment has been levied, any units owned by Declarant (and which have never been conveyed to anyone else) shall be liable for all budgeted replacement reserves, but after deducting such reserves from the amount of the assessments, shall be liable only for twenty-five percent (25%) of the balance of the assessments levied on such unit, until such time as a certificate of occupancy is issued by the City of Northfield. Such unit shall be liable for full assessments upon the first day of the first month following the earlier of (i) conveyance of the unit by Declarant or (ii) the issuance of such certificate of occupancy for the unit. Although this limited assessment program will not affect the allocated share of replacement reserves attributable to units owned by Declarant, there are no assurances that there will be no effect on the level of services for items set out in the Association's budget included in the disclosure statement or otherwise approved by the Association.

SECTION 12.00 ENCROACHMENT EASEMENT

- 12.01 The existing physical boundaries of a unit, or of a unit reconstructed in substantial accordance with the description contained in this Declaration, are its legal boundaries, regardless of vertical or lateral movement of the building or minor variances due to shifting or settling.

SECTION 13.00 ASSOCIATION MAINTENANCE RESPONSIBILITY

- 13.01 **Common Elements.** The Association shall be responsible for the maintenance and repair of the common elements, including limited common elements, the expense of which shall be allocated as described in the Act and this Declaration. The Association shall have the exclusive right to manage, maintain and alter the common elements. The Association's obligations include, without limitation, maintenance and repair of subdivision identification monuments and signs, ornamental fences, landscaping, and unit or building identification signs.
- 13.02 **Services.** The Association may obtain and pay for the services of any persons or entities, to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Real Estate, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Real Estate or the enforcement of this

Declaration. The Association may arrange with others to furnish trash collection and other common services to each unit.

- 13.03 **Personal Property and Real Estate for Common Use.** The Association may acquire and hold for the use and benefit of all of the owners tangible and intangible personal property and real estate and may dispose of the same by sale or otherwise. Such beneficial interest shall not be transferable except with the transfer of title to a unit, provided that an owner may delegate his right of enjoyment of such property to residents of his unit. A transfer of title to a unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other owners. The transfer of title to a unit under foreclosure shall entitle the purchaser to the beneficial interest in such property associated with the foreclosed unit.

SECTION 14.00 OWNERS' MAINTENANCE

- 14.01 **Upkeep and Maintenance.** Each owner shall be responsible for the upkeep and maintenance of his unit, and to the extent not otherwise maintained by the Association, the assigned limited common elements, and each owner shall maintain the same free of hazardous substances, vermin, cockroaches, pests and debris which may pose a threat to the health or safety of occupants of other units. Every owner must perform promptly all cleaning, maintenance and repair work within his unit, which, if omitted, would affect another unit or units, being expressly responsible for the damages and liabilities that his failure to do so may engender. Without limiting the generality of the foregoing, the Association may require an owner to remove offending items, or to use a professional exterminator, and upon failure of the owner so to do, Association after reasonable notice may enter the unit with a professional exterminator or other appropriate contractor and take corrective action, charging the owner of such unit for the reasonable cost thereof. An owner shall do no act nor any work that will impair the structural soundness or integrity of the building, or impair any easement or hereditament, not do any act nor allow any condition to exist which will adversely affect the common elements, the other units, or their owners.
- 14.02 **Heating of Units.** For the purpose of preventing damage to and breakage of water, sewer and other utility lines and pipes in a unit which might result in damage to an adjoining unit, all owners shall maintain the temperature in their units, at all times, at least at 55 degrees Fahrenheit (or such other reasonable temperature or standard as the Board of Directors may from time to time specify by written rule), subject, however, to the inability to maintain such temperature due to causes beyond the owner's reasonable control. Any damage resulting from the refusal or failure of an owner so to maintain such minimum temperature may be repaired by the Association and (unless due to causes beyond the owner's reasonable control) the cost thereof assessed against the unit of the refusing or failing owner. However, if the failure to maintain such minimum temperature is due to causes beyond the owner's reasonable control, the cost of such repair shall be a common

expense. The Association may by rule require units which are unoccupied for substantial period of time during winter to use alarms which will detect abnormally low temperatures.

SECTION 15.00 INSURANCE, CASUALTY AND EMINENT DOMAIN

- 15.01 **Association's Policies.** Section 515B.3-113 of the Act requires the Association to maintain casualty insurance coverage on the common elements and units. The same section also requires general liability coverage, authorizes the Association to carry any other insurance it considers appropriate, specifies minimum notice from an insurer prior to cancellation, specifies other provisions for such insurance, requires the Association or an insurance trustee to adjust all losses, and describes the Association's duty with respect to repair or rebuilding after casualty to common elements or units. The provisions of the Act described in this paragraph may not be varied or waived, but are hereby supplemented, as follows:
- a. The Association shall carry workers compensation insurance whenever it has eligible employees.
 - b. The Association may carry fidelity insurance and shall do so whenever required by a holder, insurer or guarantor of a mortgage.
 - c. The Association may enter into binding agreements with one or more holders, insurers or guarantors of mortgages obligating the Association to keep specified coverages in effect for specified periods and to notify a holder, insurer or guarantor of any changes to coverage.
- 15.02 **Owners' Individual Policies.** Each owner should carry insurance for his benefit insuring his personal liability and his carpeting, wallcovering, fixtures, furniture, furnishings, and other personal real estate, and fixtures and other real estate supplied or installed by him or a previous owner or tenant, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any owner.
- 15.03 **Betterments.** In all events, betterments or improvements made subsequent to the original construction by any owner to his unit shall be the responsibility of the owner to insure separately (or by rider to a blanket policy at the consent of the Association) if he desires the same insured. If the Trustee or mortgagee undertakes the reconstruction or remodeling of a unit as above provided, the same need be restored only to substantially the same condition as the unit was as of the completion of original construction.
- 15.04 **Eminent Domain.** As in the case of physical damage or destruction, the Association shall represent all unit owners with respect to any condemnation involving all or any part of the condominium, including the condemnation proceedings, and any negotiations, settlements, or agreements as part of the condemnation or in lieu of the condemnation, and all proceeds

shall be payable in the first instance to the Association or an insurance trustee, for the benefit of owners and mortgage holders.

SECTION 16.00 ARCHITECTURAL RESTRICTIONS

- 16.01 **Association Control.** The Association shall have the exclusive control of the common elements (including limited common elements) and no change shall be made to the common elements or to the exterior of any unit, including changes in appearance or color, except by the Association or with the authorization of the Association.
- 16.02 **Glass.** No films or coatings shall be applied to the interior or exterior of exterior windows which darken, make reflective or otherwise change the color or appearance of such windows as viewed from outside the unit.
- 16.03 **Awnings.** No awnings or shades shall be erected over and outside of the windows, nor shall any articles or structures be hung or placed on any outside window sills without the prior written consent of the Association.
- 16.04 **Balconies.** No shades, awnings or other types of sun screen or privacy fence shall be installed or placed on a balcony except with a type approved by the Association. The color of the siding or trim within a balcony shall not be changed from standard building colors. No double glass window inserts, sash inserts, extra screens, solid or opaque panels, frosted, colored or pattered glass, or other additions or changes to the original balcony shall be permitted, except in the case of a uniform modification to the entire building as authorized by the Association.
- 16.05 **Wiring or Penetrations.** No exterior wiring shall be installed nor shall there be penetrations of the walls, window frames or roofs of the exterior of the building except as authorized by the Association.
- 16.06 **Mechanical and Electrical Equipment.** No additional air conditioning or air cooling unit shall be installed or placed in any part of a unit other than that which was originally installed, without the prior written consent of the Association. All ceiling fans and all other electrical fixtures installed in a unit must comply with all applicable building codes and underwriting standards and other reasonable standards adopted by the Association.
- 16.07 **Structures on the Common Elements.** No fencing, outbuilding, accessory building, animal shelter or other building or other structures shall be erected or maintained on the common elements except structures for common use (including leasing or assignment to owners) authorized by the Association or constructed as a part of the initial construction of common element improvements and landscaping by the Declarant.
- 16.08 **Antennae.** No radio, CB, television or other antennae shall be installed by any owner or occupant anywhere on the Property, except one satellite dish per residential unit, with a dish size no larger than 18 inches in diameter, may be installed on the rear deck of the

condominium unit. The satellite dish must be located in an area that will cause the least visual impact upon adjoining dwellings. A satellite dish not exceeding such size limitations and installed in such location will be deemed to comply with this Section 16.08 of this Declaration. If such location poses a hardship, individual requests for other locations will be considered by the Board of Directors on a case-by-case basis upon written application to the Board of Directors by the respective owner or occupant. Notwithstanding anything to the contrary written above, the Association may by rule, require that each building have one satellite dish serving all of the units in the building if the necessary technology and cost-sharing procedures are available. No speaker, audio equipment, or sound system for any radio, television, stereo, VCR, CD player, or intercom shall be installed in or attached to the party wall in any dwelling on the Property.

- 16.09 **Play Equipment.** No swingsets, jungle gyms, or other play equipment shall be erected, placed or maintained on the common elements.

SECTION 17.00 RENTAL RESTRICTIONS

- 17.01 Any lease between an owner and a lessee shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation and Bylaws, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease enforceable by the Association as well as the landlord. A lease must be for an entire unit, not a portion thereof. All leases shall be in writing and a copy shall be filed with the Association prior to commencement of the term. No lease may be for a period of less than six months, nor provide for hotel type services. Other than the foregoing, there shall be no restrictions on the right of any owner to lease his unit. All leases shall be deemed to include, for the term of the Lease, all of the owner's rights to use the recreational facilities, common rooms and open spaces of the condominium, and no owner shall be permitted the use thereof during the term of the Lease.

SECTION 18.00 GENERAL RESTRICTIONS

- 18.01 **Prohibition of Damage and Certain Activities.** Nothing shall be done or kept in any unit or any part thereof which would increase the rate of insurance on the Real Estate or any part thereof over what the Association, but such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any unit or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the exterior of the Real Estate and building shall be committed by any owner or any invitee of any owner, and each owner shall indemnify and hold the Association and the other owners harmless against all loss resulting from any such damage or waste caused to the Association or other owners by such owner or the owner's invitees. No noxious, destructive or offensive activity shall be allowed on any units or any part thereof, nor shall anything be done thereon which may be or may become a nuisance to any other owner or to any other person at any time lawfully residing on the Real Estate. No heating devices, refrigeration equipment, or other machinery which causes vibrations detectable from

outside the unit, is fuel-fired, or is otherwise inherently dangerous, noxious, or noisy, shall be installed or operated within any unit.

- 18.02 **No Unsightly Uses.** No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out on any portion of a unit so as to be visible from outside the unit, nor shall a clothesline (including retractable clothesline) be installed or maintained on the common elements, on a balcony or on the exterior of any unit.
- 18.03 **Animals.** No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in or upon any Unit or any part thereof, except that the Association may, by regulation, rule or otherwise develop rules for the keeping of dogs or cats or other household pets; provided, however, that no such pets shall be kept, bred or maintained for any commercial purposes.
- 18.04 **Signs.** No unit owner or occupant shall post any advertisements, posters or signs of any kind in or on the condominium, except as authorized by the Association, nor shall signs, billboards, notices or other advertising matter of any kind be placed on the exterior of any residential unit, or in the interior of any residential unit so as to be visible from the outside of the unit. Notwithstanding the foregoing, the owner of a unit may use a "FOR SALE" sign not to exceed 12 inches by 12 inches in size to advertise the owner's unit for sale. Said "FOR SALE" sign shall be located on the front yard (not on the building or on a fence) of the unit offered for sale.
- 18.05 **Noises.** Unit owners and occupants shall not make noises, play instruments or operate radios, televisions, or amplifiers in a way that may disturb other residents, or otherwise create disturbances to the peace and tranquility of the building. No nuisance shall be allowed on the condominium nor shall any use or practice be allowed which is a source of annoyance to the other owners or which interferes with the peaceful possession or proper use of the condominium by all unit owners.
- 18.06 **Outside Storage.** Outside storage of any items, including but without limiting the generality of the foregoing, sporting equipment, toys, outdoor cooking equipment (except seasonal furniture and one gas or charcoal grill per unit if allowable by applicable ordinance), yard and gardening tools and equipment, and trash and garbage containers shall not be allowed.
- 18.07 **Vehicle Storage.** No boats, snowmobiles, trailers, camping vehicles, buses, camper tops, "all-terrain vehicles", tractor/trailers, or trucks in excess of a three-quarter ton rating, or unlicensed or inoperable vehicles, shall at any time be stored or parked on the common elements without the express written approval of the Board of Directors, which may be withheld without stated reason.
- 18.08 **Landscaping.** No one shall harm, mutilate, destroy, alter or litter any of the landscaping work or improvements on the common elements, including grass, trees, and flower beds.

- 18.09 **Designated Areas for Vehicles.** No motor vehicle shall be driven or parked on any part of the common elements other than on a driveway or parking space.
- 18.10 **No Obstructions.** The sidewalks, walkways, halls, passages, entrances, corridors, stairways, elevators, and driveways shall not be obstructed or used for any other purpose than ingress to and egress from the units and parking areas within the common elements.
- 18.11 **Flammable or Hazardous Materials.** No stores of any combustibles, flammable or hazardous goods, provisions or materials shall be kept on any part of the Real Estate except for reasonable quantities and kinds of usual household materials.
- 18.12 **Non-Interference.** No part of the common elements shall be used by anyone in such a manner so as to interfere with the use and enjoyment of the units or the common elements. No part of the common elements shall be used by the owners for the erection, placing or maintenance of clotheslines, incinerators, garbage disposal equipment, recreation or athletic equipment, tents, fences or other barriers or for the placing or disposal of rubbish, garbage or waste without the prior written consent of the Board of Directors.
- 18.13 **Cable System Access.** In the event the Board of Directors authorizes any sort of master, cable or community television system, each owner hereby authorizes access to his unit upon reasonable notice for the purpose of installing the conduits and fixtures necessary to serve such unit, without regard to whether the owner then elects to subscribe to or use such system.
- 18.14 **Standardized Locks.** No unit owner or occupant shall cause to be installed any locking devices on the front entry door of the unit other than the standardized locking mechanism provided on all entry doors in the building. The Association will by rule provide appropriate security procedures regulating the use of a master key in standardized door locks.
- 18.15 **Rules and Regulations.** The Board of Directors may from time to time adopt, promulgate and publish other rules of conduct reasonably relating to the enjoyment of the condominium by owners and occupants, including rules relative to motor vehicles and parking regulations, pet control, refuse handling, rental regulations and other subjects of common interest, provided that no such rules and regulations may have the effect of contradicting a provision of this Declaration or the Bylaws.
- 18.16 **No Additional Units.** Neither the Declarant nor any other unit owner is permitted to create any additional units by subdivision or conversion under Section 515B.2-112 of the Act.
- 18.17 **No Time Shares.** Time shares, as defined in the Act, are not permitted in this CIC.

SECTION 19.00 FIRST MORTGAGEES

- 19.01 **Precedence.** The provisions of this Section take precedence over any other conflicting provisions of this Declaration.
- 19.02 **Notice of Action.** Any mortgagee and any insurer or guarantor of a first mortgage on a unit who has advised the Association in writing of its first name and address and the address of the unit covered by such mortgage, and in said writing has requested the Association to notify it of any of the following, will be entitled to timely written notice of:
- a. Any condemnation loss or any casualty loss which affects a material portion of the project or any unit on which there is a first mortgage held, insured, or guaranteed by such mortgage holder or insurer or guarantor, as applicable;
 - b. Any delinquency in the payment of assessments or charges owed, or any other default in the performance of any obligation under this Declaration, the Bylaws, or Articles of Incorporation by an owner of a unit subject to a first mortgage held, insured, or guaranteed by such holder or insurer or guarantor, which remains uncured for a period of 60 days;
 - c. Any lapse, cancellation or material modification of any insurance policy maintained by the Association;
 - d. Any proposed action which would require the consent of a specified percentage of mortgage holders as specified in Section 22.03 below.
- 19.03 **Examination of Books and Records.** First mortgagees and holders, insurers and guarantors of first mortgages shall have the right to examine the books and records of the Association, as set forth more fully in the Bylaws.
- 19.04 **Designation of Representative.** Any holder of a first mortgage on a unit may designate a representative to attend meetings of members.

SECTION 20.00 SPECIAL DECLARANT RIGHTS

- 20.01 **Special Declarant Rights.** Declarant hereby reserves the following rights (referred to in the Act as Special Declarant Rights) for its benefit:
- a. the right to complete improvements indicated on the CIC Plat;
 - b. the right to create units by this Declaration;
 - c. the right to add additional real estate to the CIC as provided in Section 2.02 of this Declaration;

- d. the right to maintain sales offices, management offices, signs advertising the common interest community, and models, provided that no more than one combined sales and management office may be maintained and no more than a total of 4 model units will be maintained at any one time;
- e. the right to use easements through the common elements for the purpose of making improvements within the CIC;
- f. the right to merge or consolidate a common interest community with another common interest community of the same form of ownership;
- g. the right, subject to Section 515B.3-103(d) of the Act, 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;
 - 2. 60 days after the conveyance of 75% of the units to owners other than Declarant; and
 - 3. five years from the first conveyance of a unit to an owner other than Declarant.

SECTION 21.00 EASEMENTS

- 21.01 **Easements for Encroachments.** Each Unit and the Common Elements, and the rights of the Owners and Occupants therein, shall be subject to an exclusive easement for encroachments in favor of the adjoining Units for fireplaces, walls, roof overhangs, air conditioning systems, decks, balconies, porches, patios, utility installations and other appurtenances (i) which are part of the original construction of the adjoining Unit or the Property or (ii) which are added in compliance with Section 16.00. If there is an encroachment by a Dwelling, or other building or improvement located in a Unit, upon another Unit or Dwelling as a result of the construction, reconstruction, repair, shifting, settlement or movement of any part of the Property, an appurtenant easement for the encroachment, for the use, enjoyment and habitation of any encroaching Dwelling, building or improvement, and for the maintenance thereof, shall exist; provided, that with respect to improvements or alterations added pursuant to Section 16.00, 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.
- 21.02 **Easement for Maintenance, Repair, Replacement and Reconstruction.** Each Unit, and the rights of the Owners and Occupants thereof, shall be subject to the rights of the Association to an exclusive, appurtenant easement on and over the Units for the purposes of maintenance, repair, replacement and reconstruction of the Dwellings and other

improvements located within the Units, and utilities serving the Units, to the extent necessary to fulfill the Association's obligations under the Governing Documents.

- 21.03 **Utility Easements.** The Property shall be 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 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 the Additional Real Estate, 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 use and quiet enjoyment of the Units by the Owners and Occupants, nor affect the structural or architectural integrity of the Units or Dwellings.
- 21.04 **Emergency Access to Units.** In case of emergency, all Units and Limited Common Elements are subject to an easement for access, without notice at any time, by an officer or member of the Board, by the Association's management agents or by any public safety personnel. The Board may require that an Owner or Occupant leave keys to the Unit with another Owner of his or her choice and to advise the manager or Board of the locations of the keys, so as to allow access for emergencies when the Owner or Occupant is absent for extended periods.
- 21.05 **Project Sign Easements.** Declarant shall have the right to erect and maintain monument signs identifying the common interest community and related decorative improvements on the Common Elements. Those parts of the Property on which monument signs or related decorative improvements are located shall be subject to appurtenant, exclusive easements in favor of the Association for the continuing use, maintenance, repair and replacement of said signs and improvements. In exercising its rights under said easements, the Association shall take reasonable care to avoid damaging the improvements to the Property.
- 21.06 **Roadway Access Easements.** The Common Elements shall be subject to an appurtenant easement for roadway access in favor of the Owners and Occupants of any part of the Additional Real Estate which is not added to the Property, and which Declarant has no further right to add to the Property, other than those parts of the Common Elements which are paved and dedicated to use as connecting streets.
- 21.07 **Reservation of Easements.** Declarant hereby reserves the right, in the event that the Additional Real Estate is not added to the common interest community (whether due to lapse of time or otherwise) to exercise the following rights and create the following perpetual, non-exclusive easements appurtenant to the Additional Real Estate over, upon, and under portions of the Common Elements, all in accordance with the following authority and conditions:

- a. To connect any improvements constructed on the Additional Real Estate which is not added to the Property (hereinafter referred to as the "Excluded Parcel") to any natural gas, storm sewer, sanitary sewer, electrical, telephone or other utility line, cable TV line, pipe, wire or other facilities which are or may be located within or serve the Property, including the right to connect any improvements constructed on the Excluded Parcel into, and the right to utilize, such lines, pipes, wires or other facilities.
- b. To obtain natural gas, water, electricity, telephone, cable TV and other utility services from, and to discharge storm and sanitary waste into, all such lines, pipes, wires or other common utility facilities which are or may be located within or serve the Property.
- c. To install, repair, maintain, operate and replace all such natural gas, storm sewer, water sanitary sewer, electrical, telephone or other utility lines, pipes, wires or other facilities which are or may be located within or serve the Property.
- d. To do such other acts as are necessary in order to connect into and/or to utilize such utility facilities to serve any improvement constructed or to be constructed on the Excluded Parcel; provided, however, that the owner or owners of the Excluded Parcel benefited by any reserved easements shall be responsible for the restoration of any damage done in connection with or use of such easements.
- e. Non-exclusive easements for the purposes of: (i) affording the Excluded Parcel and any improvements constructed or to be constructed thereon with access to an from a public road; (ii) installing, repairing, maintaining, surfacing, resurfacing, grading, replacing and extending any private drives, streets, roads, or rights-of-way over which the easements hereby reserved are or may be located; and (iii) performing such other acts as are necessary in order to afford any improvement constructed or to be constructed on the Excluded Parcel with access to a public road; provided, that Declarant, its successors or assigns, as the owner or owners of the Excluded Parcel, shall be responsible for the restoration of any land, driveways, streets, roads or rights-of-way which are disturbed in connection with the use of such easements, and provided further, that the location of the easements hereby reserved shall, to the extent practicable, be limited to the location of the private driveways, streets, roads, easement areas and rights-of-way existing within the Common Elements at the time or times that said easements are created.

21.08 **Documentation of Easements.** The reserved easements may be created from time to time as required to provide the necessary access and utility services to the Property and any Excluded Parcel. As evidence of the creation of one or more of the reserved easements, the then owner or owners of the Excluded Parcel for whose benefit the easement is created shall execute and cause to be filed for record a Declaration of Easement or comparable instrument setting forth a description of the easements created and a description of the

Excluded Parcel benefited by the easements. No consent or joinder of the Association or any Owner or any mortgagee or other secured party in any Unit or the Excluded Parcel, nor any release therefrom, shall be required to create the easements. In addition, the owner of the Excluded Parcel or of a platted lot within the Excluded Parcel may at any time waive or terminate its easement rights by the execution and recording of any instrument specifying such waiver or termination, and without the necessity of any consent or joinder by the Association, any Owner, or any mortgagee or other secured party in any Unit or any part of the Excluded Parcel. Such waiver or termination shall not affect any obligations incurred by any owner of the Excluded Parcel arising out of its acts or omissions prior to such determination.

- 21.09 **Maintenance of Easements.** In the event that the reserved easements are created, the Unit Owners and the owner of the Excluded Parcel benefited by such easements shall, so long as the easements are in existence, share all expenses of maintaining, repairing and replacing the private drives, lanes, streets, roads, or rights-of-way, and the utility lines, pipes, wires and other facilities, which may be commonly used pursuant to the easements in the following manner. A portion of any such expenses equal to a fraction, the numerator of which is the number of Units, and the denominator of which is the total number of Units plus the total number of dwellings, lots or other individual parcels within the Excluded Parcel benefited by such easements, shall be paid by the Unit Owners. The balance of any such expenses shall be paid by the owner or owners of the Excluded Parcel benefited by such easements. Any portion of the expenses to be paid by the Owners shall be paid by the Association as a Common Expense. Notwithstanding the foregoing, if the Excluded Parcel benefited by such easements is used for other than residential purposes, then such costs and expenses shall be apportioned to, and shared by the Owners and the owner or owners of the Excluded Parcel on a fair and equitable basis as agreed upon by the Association and such other owner or owners.
- 21.10 **Continuation and Scope of Easements.** Notwithstanding anything in this Declaration to the contrary, in no event shall an Owner or Occupant be denied reasonable access to his or her Unit or the right to utility services thereto. The easements set forth in this Section 21 shall supplement and not limit any easements described elsewhere in this Declaration or recorded, and shall include reasonable access to the easement areas through the Units and the Common Elements for purposes of maintenance, repair, replacement and reconstruction. All easement rights shall include a right of reasonable access to maintain, repair and replace the utility lines and related equipment.

SECTION 22.00 AMENDMENTS

- 22.01 The Act specifies the requirements for amending this Declaration.
- 22.02 **Declarant's Joinder.** In addition to the other requirements for amendment of this Declaration and the Bylaws, the written joinder and consent of the Declarant shall be required for any amendment of either this Declaration or the Bylaws which shall abolish, diminish or restrict Declarant's rights hereunder to complete improvements, to add

additional real estate to the CIC as provided in Section 2.02, to maintain sales and management offices and models or to maintain signs and advertise the project, until the last conveyance of a unit to an owner other than Declarant. This right may be waived in whole or part at any time by recording a written waiver executed and acknowledged by Declarant.

22.03 **Mortgagee Approval.** In addition to all other requirements set forth herein, and except when a higher percentage is required by law or this Declaration, amendments to this Declaration of a material nature must be agreed to by unit owners who represent at least 67% of the total allocated votes in the Association and by mortgage holders who have submitted a written request to the Association to be notified of any proposed action requiring consent of mortgage holders, who represent at least 51% of the votes ascribed to units that are subject to mortgages held by such mortgage holders. A change to any of the provisions governing the following matters would be considered material:

- a. voting rights;
- b. increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens;
- c. reductions in reserves for maintenance, repair, and replacement of common elements;
- d. responsibility for maintenance and repairs;
- e. reallocation of interests in the general or limited common elements, or rights to their use;
- f. redefinition of any unit boundaries;
- g. convertibility of units into common elements or vice versa;
- h. expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project;
- i. hazard or fidelity insurance requirements;
- j. imposition of any restrictions on the leasing of units;
- k. imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- l. a decision by the Association to establish self management if professional management had been required previously by the holder of a first mortgage on a unit;

- m. restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in this Declaration; or
- n. any provisions that expressly benefit mortgage holders, insurers, or guarantors.

SECTION 23.00 WORKING CAPITAL FUND

- 23.01 **Establishment.** The Declarant may establish a working capital fund intended to meet unforeseen expenditures or to purchase any additional equipment or services. At the time control of the Association is transferred to owners, the working capital fund shall be transferred to the Association for deposit in a segregated fund. The fund shall be initially established at an amount equal to two months' assessments on all units. The amount attributable to a particular unit will be collected and deposited in the fund at the time of closing of Declarant's sale of the unit, provided that when control of the project is transferred to owners, the amounts attributable to all units which have not then closed shall be collected. A contribution from each unit to the working capital fund is measured by two months' assessments, but amounts paid into the fund are not advance payments of regular assessments.
- 23.02 **Declarant's Accounting.** The Declarant may not use working capital fund proceeds to defray any of its expenses, reserve contributions or construction costs or to make up any budget deficits while it is in control of the Association. When unsold units are sold, however, the Declarant may reimburse itself from fund proceeds collected at a unit closing for money it paid the Association for that unit's share of the working capital fund.

SECTION 24.00 TERMINATION OF CIC

- 24.01 **Termination Procedures.** The CIC may be terminated only by agreement of unit owners of units to which at least 80 percent of the votes in the association are allocated, and 80 percent of the first mortgages of units (each mortgagee having one vote per unit financed). During the period of Declarant control (as defined by Minnesota Statutes Section 515B.1-103(23)), termination of the CIC shall also require the prior approval of the Declarant.

SECTION 25.00 MISCELLANEOUS

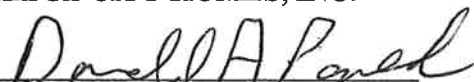
- 25.01 **Right to Cure.** In the event that any owner violates any covenant or fails to perform any condition contained in this Declaration, the Association may perform the act, remove the defect or correct the violation upon thirty (30) days written notice to the owner. If the Association so acts on behalf of an owner, the Association may levy an assessment against the owner's unit for the cost of the performance or correction.
- 25.02 **Association Acts through Board.** The power and authority of the Association as provided in the applicable Statutes, this Declaration, the Bylaws, and Rules and Regulations shall be vested in a Board of Directors elected by the owners in accordance

with the Bylaws of the Association. The Association shall act through the Board of Directors and the officers elected by the Board; accordingly, all references in this Declaration and the Bylaws to action by the Association shall mean the Board of Directors acting for the Association, unless action by the vote of the owners, members or mortgagees is expressly required by this Declaration or the Bylaws.

- 25.03 **Captions.** The headings in this Declaration are intended for convenience only and shall not be given any substantive effect.
- 25.04 **Construction.** In the event of an apparent conflict between this Declaration and the Bylaws, the provisions of this Declaration shall govern. The use of pronouns such as "his", "he" and "him" are for literary purposes and mean whenever applicable the plural and female forms.
- 25.05 **Not Subject to Ordinance.** This condominium is not a conversion condominium within the meaning of Minnesota Statutes Section 515B.1-106(c), and is therefore not subject to any ordinance of the type authorized or permitted by said statute.
- 25.06 **Rights of Action.** In addition to all other remedies and rights set forth in the act, the Association, and any one or more aggrieved unit owners, shall have the right of action against unit owners who fail to comply with the provisions of this Declaration and the Bylaws or the decisions of the Association, and one or more unit owners shall also have such rights of action against the Association for any failure to comply with or enforce such provisions.
- 25.07 **Declarant's Rights and Obligations.** The Declarant shall enjoy the same rights and shall be deemed to have assumed the same duties with respect to its unsold units in the condominium as any other owner, except as modified or extended by the special Declarant rights described in this Declaration.
- 25.08 **VA/FHA Approval.** As long as the period of Declarant control continues (as defined by 515B.1-103(23), the following actions shall require the prior approval of the Department of Veterans Affairs or the Federal Housing Administration: Amendments of this Declaration, Amendments of the Bylaws of the Association, mergers and consolidations, dissolution of the Association, mortgaging of the Common Elements, and dedication of the Common Elements to a party other than the Association.

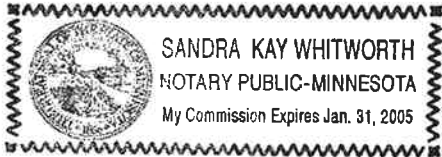
IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year recited on the first page hereof.

COLLEGE CITY HOMES, INC.

By: 
Donald A. Pavek
President

STATE OF MINNESOTA)
Rice) ss.
COUNTY OF ~~DAKOTA~~)

The foregoing instrument was acknowledged before me this 19 day of February, 2003, by Donald A. Pavek, the President of College City Homes, Inc., a Minnesota corporation, on behalf of the corporation.



Sandra Kay Whitworth
Notary Public

CONSENT

The Pavek Family Investments Corporation, a Minnesota corporation, fee owner of the premises described in the foregoing Declaration, hereby consents to and joins in the foregoing Declaration.

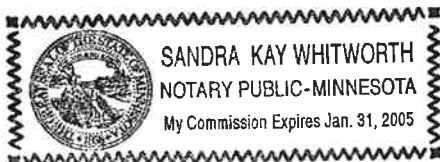
Dated: February 19, 2003.

THE PAVEK FAMILY INVESTMENTS
CORPORATION

By: Donald A Pavek
Donald A. Pavek
Its: President

STATE OF MINNESOTA)
Rice) ss.
COUNTY OF ~~DAKOTA~~)

On this 19 day of February, 2003, before me, a Notary Public, within and for said County, appeared Donald A. Pavek, to me personally known, who being by me duly sworn said that he is the President of The Pavek Family Investments Corporation, a Minnesota corporation, that said instrument was executed on behalf of said corporation by authority of its Board of Directors and that Donald A. Pavek acknowledged said instrument to be the free act and deed of said corporation.



Sandra Kay Whitworth
Notary Public

**EXHIBIT A TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 391
A CONDOMINIUM
LIBERTY PARK CONDOMINIUM
LEGAL DESCRIPTION OF REAL ESTATE**

Lots 6 and 7, Block 4, LIBERTY PARK, according to the recorded plat thereof,
Dakota County, Minnesota.

**EXHIBIT B TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 391
A CONDOMINIUM
LIBERTY PARK CONDOMINIUM
LEGAL DESCRIPTION OF ADDITIONAL REAL ESTATE**

Lots 2, 3, 4, and 5, Block 4, and Outlot B, LIBERTY PARK, according to the recorded plat thereof, Dakota County, Minnesota.

**EXHIBIT C TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 391
A CONDOMINIUM
LIBERTY PARK CONDOMINIUM
LEGAL DESCRIPTION OF COMMON ELEMENT**

Lot 7, Block 4, LIBERTY PARK, according to the recorded plat thereof, Dakota County, Minnesota.

**EXHIBIT D TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 391
A CONDOMINIUM
LIBERTY PARK CONDOMINIUM**

ALLOCATION OF INTEREST IN THE COMMON ELEMENTS, OF THE COMMON EXPENSES, AND OF THE VOTES IN THE ASSOCIATION

<u>Unit Identifier</u>	<u>Percentage Interest in Common Elements</u>	<u>Percentage Responsibility for Common Expenses</u>	<u>Vote in Homeowners Association Matters</u>
601	10%	10%	1
602	10%	10%	1
603	10%	10%	1
604	10%	10%	1
605	10%	10%	1
606	10%	10%	1
607	10%	10%	1
608	10%	10%	1
609	10%	10%	1
610	10%	10%	1
TOTALS	100%	100%	10