

ACKNOWLEDGEMENT OF RECEIPT
VALLEY VIEW GARDEN HOMES WEST ASSOCIATION
GOVERNING DOCUMENTS

I acknowledge receipt of the following documents:

1. Governing Document Table of Contents
2. Articles of Incorporation
3. Declaration
4. First Amendment to Declaration
5. Bylaws
6. First Amendment to Bylaws
7. Rules and Regulations, April 2020

Name _____

Signature _____

Street Address: _____

Date: _____

Please return signed acknowledgement within 10 days of receipt to:

Valley View Garden Homes West Association
P.O. Box 303
Bayport, MN 55003

*****IF UNIT IS SOLD, PLEASE LEAVE THIS PACKET IN THE
UNIT*****

**VALLEY VIEW GARDEN HOMES WEST ASSOCIATION
GOVERNING DOCUMENT TABLE OF CONTENTS**

ARTICLES OF INCORPORATION

- ARTICLE I – Name of Association
- ARTICLE II – Registered Office
- ARTICLE III – Incorporator’s Information
- ARTICLE IV – Law organized under
- ARTICLE V – Purpose of Association
- ARTICLE VI – First Board of Directors Information
- ARTICLE VII – Amending Bylaws
- ARTICLE VIII – Compensation for Association Activities

DECLARATION

Preamble

- Association formation date
- Declarant (Initial Owner)
- Intent
- Association lot description and location
- Governing State Law

ARTICLE I - CREATION OF UNITS AND COMMON ELEMENTS

- Section 1. Establishment of CIC.
- Section 2. CIC Not Subject to Conversion Ordinance.
- Section 3. Timeshares.
- Section 4. Master Association.

ARTICLE II - MAINTENANCE RESPONSIBILITIES

- Section 1. Maintenance by Association and by Unit Owners.
- Section 2. Damage to Common Elements or Units.

ARTICLE III - ALLOCATION OF COMMON EXPENSES

- Section 1. Common Expense Assessment.
- Section 2. Alternate Assessment Program; Assessment for Units Owned by the Declarant.
- Section 3. Deficiency Contributions.
- Section 4. Date of Commencement of Annual Assessments, Due Dates.
- Section 5. Capital Contributions.

ARTICLE IV - LIABILITY FOR ASSESSMENTS

- Section 1. Lien of Association.
- Section 2. No Waiver of Liability.
- Section 3. Liability of Grantee for unpaid Assessments.
- Section 4. Reserve for Replacement: Monthly Assessments.

ARTICLE V - VOTING RIGHTS

- Section 1. Allocation.

Section 2. Declarant Control.

ARTICLE VI - MISCELLANEOUS COVENANTS

Section 1. Miscellaneous Covenants.

- (a) Leases.
- (b) Encroachments.
- (c) Administration.
- (d) Compliance with Declaration, Bylaws and Rules and Regulations.
- (e) Use of Common Elements.
- (f) Exterior Appearance of Building.
- (g) Residential Use.
- (h) Animals.
- (i) Commercial Activities Nuisances (Signs)
- (j) Trash Removal.
- (k) Derricks, etc.
- (l) Radio, T.V. Antennae.
- (m) Maintenance of Easement Areas.
- (n) Prohibition of Fences, Clotheslines and Storage Sheds.
- (o) Storage.
- (p) Hazardous Activities and Waste; Alterations.

ARTICLE VII - CIC ASSOCIATION

Section 1. Membership.

Section 2. Transfer.

ARTICLE VIII - APPEARANCE CONTROL COMMITTEE

ARTICLE IX - INSURANCE: DAMAGE OR DESTRUCTION

Section 1. Statutory Requirements.

Section 2. Owner's Insurance for Liability and Contents of Units.

Section 3. Workers' compensation and Fidelity Insurance.

Section 4. Insurance Premium Expense.

ARTICLE X - CONDEMNATION

Section 1. Condemnation of Unit or Common Elements.

Section 2. Association Representation.

ARTICLE XI - SPECIAL DECLARATION RIGHTS

Section 1. Special Declarant Rights.

ARTICLE XII - OWNER'S OBLIGATION TO MAINTAIN

ARTICLE XIII - JOINT CONNECTION OF SEWER, WATER, ELECTRICAL,
GAS, TELEPHONE LINES AND CABLE TELEVISION

ARTICLE XIV - MUNICIPAL ORDINANCES

Section 1. City Ordinances Prevail.

Section 2. Standards of Maintenance.

ARTICLE XV - RIGHTS OF FIRST MORTGAGEES

Section 1. Conflicting Provisions.

Section 2. Notice of Action.

Section 3. Certain Amendments to Declaration or Bylaws.

Section 4. Certain Amendments to Material Provisions of Declaration, Articles, or
Bylaws.

Section 5. Examination of Association Books and Records: Financial Statements.

Section 6. Priority of Lien of First Mortgage.
Section 7. Insurance or Condemnation Proceeds.
Section 8. Attendance at Meetings of Association.
ARTICLE XVI - SUBDIVISION OR CONVERSION OF UNITS
Section 1. Right to Subdivide or Convert.
ARTICLE XVII - COMPLIANCE BY UNIT OWNER
Section 1. Right of Action in Unit Owners and Association.
ARTICLE XVIII - AMENDMENT
Section 1. Voting Requirements.
EXHIBIT A -ALLOCATION OF COMMON EXPENSE LIABILITIES AND VOTING RIGHTS
PLAT MAP

DECLARATION FIRST AMENDMENT

ARTICLE I - CREATION OF UNITS AND COMMON ELEMENTS
Section 1. Establishment of CIC.
Subparagraph (c) Limited Common Elements.
ARTICLE II – MAINTENANCE
Section 1. Maintenance by Association and by Unit Owners.
Section 2. Optional Maintenance by Association.
Section 3. Damage.
Section 4. Utility Easements.
ARTICLE III - ALLOCATION OF COMMON EXPENSES
Section 1. Common Expense Assessment.

BYLAWS

ARTICLE I - NAME AND DATE OF INCORPORATION
Section 1. Name.
Section 2. Date of Incorporation.
ARTICLE II - MEMBERSHIP AND VOTING
Section 1. Eligibility.
Section 2. Registration of Owner.
Section 3. Majority of Owners.
Section 4. Proxies,
Section 5. Quorum.
Section 6. Place of Meetings.
Section 7. Annual Meetings.
Section 8. Special Meetings.
Section 9. Notice of Meetings.
Section 10. Adjourned Meetings.
Section 11. Order or Business.
ARTICLE III - BOARD OF DIRECTORS
Section 1. Declarant Control.
Section 2. Number and Qualifications.
Section 3. Election and Terms of Office.
Section 4. Vacancies.
Section 5. Removal of Directors.

- Section 6. Organizational Meeting.
- Section 7. Regular Meeting.
- Section 8. Special Meeting.
- Section 9. Waiver of Notice.
- Section 10. Quorum.
- Section 11. Electronic Meetings.
- Section 12. Powers and Duties.
- Section 13. Managing Agent.

ARTICLE IV – OFFICERS

- Section 1. Designation.
- Section 2. Election of Officers.
- Section 3. Removal of Officers.
- Section 4. President.
- Section 5. Vice President.
- Section 6. Secretary-Treasurer.

ARTICLE V - BUDGET AND ASSESSMENTS

- Section 1. Initial Budget.
- Section 2. Annual Budget.
- Section 3. Annual Assessments.
- Section 4. Special Assessments.
- Section 5. Failure to Prepare Budget.

ARTICLE VI - REPORTS AND CERTIFICATES

- Section 1. Annual Reports.
- Section 2. Resale of Units.

ARTICLE VII - AMENDMENTS TO BYLAWS

ARTICLE VIII – NOTICES

- Section 1. Notice of Change of Resident.
- Section 2. Notice to Association.
- Section 3. Notice of Unpaid Assessments.

ARTICLE IX – INDEMNIFICATION

- Section 1. General.
- Section 2. Limitation on Indemnification.
- Section 3. Insurance.

ARTICLE X – COMPLIANCE (Conflict of Document Requirements)

BYLAWS FIRST AMENDMENT

ARTICLE II - MEMBERSHIP AND VOTING

- Section 7. Annual Meetings

ARTICLE III - BOARD OF DIRECTORS

- Section. 2. Number and Qualifications.

ARTICLE IV – OFFICERS

- Section 1. Designation.
- Section 6. Secretary-Treasurer
 - Section 6.1. Secretary
 - Section 6.2. Treasurer

ARTICLE V - BUDGET AND ASSESSMENTS

Section 2. Annual Budget.
ARTICLE VI - REPORTS AND CERTIFICATES
Section 1. Annual Reports.
Subparagraph (a)
ARTICLE VII – AMENDMENTS TO BYLAWS
Section 1. Approval.
Section 2. Notice.
Section 3. Effective Date; Recording.

RULES AND REGULATIONS

SECTION 1 - ASSOCIATION DOCUMENTS
SECTION 2 - DEFINITIONS
SECTION 3 - MONTHLY & SPECIAL ASSESSMENT FEES
SECTION 4 - INSURANCE
SECTION 5 - MAINTENANCE
SECTION 6 - EXTERIOR IMPROVEMENTS
SECTION 7 - OUTDOOR DECORATIONS
SECTION 8 - STORAGE
SECTION 9 - PETS
SECTION 10 - TRASH PICKUP SERVICES
SECTION 11 - GARAGE AND PARKING
SECTION 12 - RENTAL OF UNITS
SECTION 13 - RESIDENTIAL USE OF UNIT
SECTION 14 - CHANGE OF RESIDENCE
SECTION 15 - SALE OF UNITS
SECTION 16 - SIGNS
SECTION 17 - RECREATIONAL FIRES AND GRILL USE
SECTION 18 - DISTURBANCES
SECTION 19 - COMPLIANCE
SECTION 20 - COMPLAINT PROCEDURES
SECTION 21 - ENFORCEMENT PROCEDURES
SECTION 22 - RULES AND REGULATIONS CHANGES
APPENDIX A – MAINTENANCE RESPONSIBILITIES
APPENDIX B – LAWN CARE AND SNOW REMOVAL SERVICES
APPENDIX C – CITY OF OAK PARK HEIGHTS PET ORDINANCES
APPENDIX D – STATE RECREATIONAL FIRE AND GRILL USE FIRE CODE
Attachment 1 - Maintenance Request Form
Attachment 2 - Request for Exterior Improvement Approval

State of Minnesota

4839

SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

I, Joan Anderson Grove, Secretary of State of Minnesota, do certify that: Articles of Incorporation, duly signed and acknowledged under oath, have been filed on this date in the Office of the Secretary of State, for the incorporation of the following corporation, under and in accordance with the provisions of the chapter of Minnesota Statutes listed below.

This corporation is now legally organized under the laws of Minnesota.

Corporate Name: Valley View Garden Homes West Association

Corporate Charter Number: 10-52

Chapter Formed Under: 317A

This certificate has been issued on 05/24/1996.



Joan Anderson Grove
Secretary of State.

ARTICLES OF INCORPORATION
OF
VALLEY VIEW GARDEN HOMES WEST ASSOCIATION

ARTICLE I

The name of the corporation is Valley View Garden Homes West Association (hereinafter called "the Association").

ARTICLE II

The Association's registered office is located at 14791 60th Street North, Suite 2, Stillwater, Minnesota 55082.

ARTICLE III

The name and address of the incorporator of the Association is:

John J. Krongard
14791 60th Street North
Suite 2
Stillwater, Minnesota 55082
Telephone: (612) 430-2811

ARTICLE IV

The Association is organized under Minnesota Statutes, Chapter 317A.

ARTICLE V

The Association is organized for the purpose of operating, managing, maintaining and caring for Valley View Garden Homes West, a common interest community, located in Washington County, Minnesota, as provided for in Minnesota Statutes, Section 515B.3-101.

ARTICLE VI

The Associations first Board of Directors shall consist of three individuals. The names and addresses of the directors are:

John J. Krongard
14791 60th Street North
Suite 2
Stillwater, Minnesota 55082

Susan Krongard
 14791 60th Street North
 Suite 2
 Stillwater, Minnesota 55082

Bonnie Hamp
 14791 60th Street North
 Suite 2
 Stillwater, Minnesota 55082

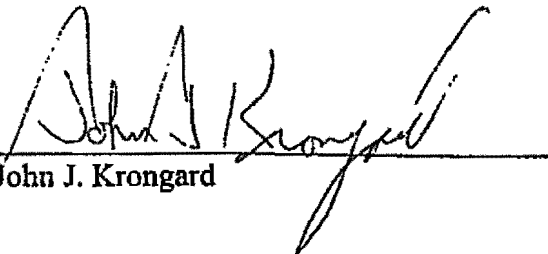
ARTICLE VII

The power to amend or repeal Bylaws is hereby reserved to the members of the Association. The procedures for amending or repealing the Bylaws are as set forth in the Bylaws.

ARTICLE VIII

No part of the net earnings of the Association shall inure to the benefit of any member, director or officer of the Association or any private individual, except that reasonable compensation may be paid for services rendered to or for the Association in the performance of its Association purposes. In general, the affairs of the Association shall be conducted in conformity with public policy applicable to non-profit corporations.

IN WITNESS WHEREOF, the undersigned incorporator has hereunto set his hand this 16th day of MAY, 1996.

By 
 John J. Krongard

STATE OF MINNESOTA
 DEPARTMENT OF STATE
 FILED
 MAY 24 1995

Jan Anderson Howe
 Secretary of State

COMMON INTEREST COMMUNITY NO. 91
A PLANNED COMMUNITY DEVELOPMENT
VALLEY VIEW GARDEN HOMES WEST
DECLARATION

THIS DECLARATION OF COMMON INTEREST COMMUNITY is executed as of this 24th day of May, 1996.

WITNESSETH:

WHEREAS, St. Croix Land Co. Inc., a corporation under the laws of the State of Minnesota ("Declarant"), is the fee owner of certain real property herein described ("Property"); and

WHEREAS, Declarant is desirous of developing the Property as a planned community development and lender has consented to this Declaration as shown in attached Exhibit B; and

WHEREAS, Declarant intends to improve said property by constructing thereon twin home structures containing a total of two (2) Units (as that term is later defined) each, together with appurtenances thereto, collectively known as: VALLEY VIEW GARDEN HOMES WEST, said structure having been constructed as a common interest community in accordance with the plat of VALLEY VIEW ESTATES recorded in Washington County, Minnesota, pursuant to Minnesota Statutes Chapter 505 ("CIC Plat"), which plat is incorporated herein by this reference; and

WHEREAS, in order to effect the preservation of the values and amenities of the planned community and to receive the power to attend to and effectuate policies and programs that will enhance the pleasure and value of the planned community and to maintain, administer and enforce the covenants, conditions and easements and restrictions contained herein and to collect and assessments and charges hereafter created a corporation known as VALLEY VIEW GARDEN HOMES WEST ASSOCIATION, has been created under Chapter 317A of the Minnesota Statutes for the purpose of exercising the aforesaid functions; and

WHEREAS, the Declarant hereby establishes by this Declaration a plan for the individual ownership of the real property estates consisting of Lots (as that term is defined herein).

NOW, THEREFORE, the Declarant, as the fee owner of those certain tracts of real property ("Property") and improvements thereon located in the County of Washington, State of Minnesota and legally described as

Lots One (1) through Fourteen (14) inclusive,, VALLEY VIEW ESTATES 3RD ADDITION,

hereby makes the following declaration to the Minnesota Common Interest Ownership Act, Minnesota Statutes Section 515B.1-101 to 515B.4-118 (hereinafter the "Act") as to divisions,

covenants, restrictions, limitations, conditions and uses to which the above-described real property and improvements thereon above described, consisting of one structure (hereinafter, "Building") containing two (2) separate Units (as that term is later defined), and other appurtenances, may be put, hereby specifying that said Declaration shall constitute covenants which shall run with the land and shall be binding on the Declarant, its successors and assigns, and all subsequent owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

Terms not otherwise defined herein shall have the meaning ascribed to them in the Act.

ARTICLE I

CREATION OF UNITS AND COMMON ELEMENTS

Section 1. Establishment of CIC. The Declarant, in order to establish a plan of CIC ownership for the above-described Property and improvements thereon hereby covenants, agrees and declares that it hereby divides the Property and improvements therein into separate parcels of real estate, within the meaning of Section 515B.1-103 of the Act, and that such CIC division of such Property and improvements shall hereafter be known as VALLEY VIEW GARDEN HOMES WEST, CIC No. 91 (hereinafter "CIC") and such CIC division shall be upon the terms and conditions hereinafter set forth:

- (a) UNITS. Each separately described Lot on the CIC Plat shall constitute a Unit (hereinafter "Unit" or "Lot"). Unit boundaries of Units shall be the boundary line as designated on the CIC Plat. All Units shall be restricted to residential use.
- (b) COMMON ELEMENTS. The common elements (hereinafter "Common Elements") shall mean all portions of the CIC other than the Units.
- (c) LIMITED COMMON ELEMENTS. A portion of the Common Elements is hereby set aside and allocated for the exclusive use of one or more but fewer than all of the Units, in the manner set forth hereinafter in this Declaration, said areas to be known as "Limited Common Element". The Limited Common Elements allocated for the exclusive use of the respective Units are as follows: Those set forth in the Minnesota Statutes Section 515B.2-102(f). *Amended*

Section 2. CIC Not Subject to Conversion Ordinance. The CIC is not subject to any ordinance provided for in Section 515B.1-106 of the Act relative to the conversion of buildings to CIC ownership.

Section 3. Timeshares. The CIC shall not permit timeshare of any Units, Common Elements or Limited Common Elements.

Section 4. Master Association. The CIC is not subject to a master association.

ARTICLE II

MAINTENANCE RESPONSIBILITIES

Amended

Section 1. Maintenance by Association and by Unit Owners. Except as otherwise required under the Act, the Association shall be responsible for maintenance, repair and replacement of all Units and Common Elements except the following (I) the area or space contained within the perimeter walls of each Unit; (ii) the interior Party Walls, including all paneling, tiles, wallpaper, paint or other finishing materials applied to interior surface of Party Walls; (iii) Awnings; (iv) Shutters; and (v) external air conditioning equipment. Each Unit Owner, as the term is defined in Section 515B.1-103(35) of the Act, shall be responsible for maintenance, repair and replacement of the items excepted above.

To the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply to the Party Walls. Subject to the provisions of this Article, the costs of reasonable repair and maintenance of Party Walls shall be shared equally by the Unit Owners who make use of the Party Walls, in proportion to such use is the extent not otherwise covered by insurance carried by the Association, if a Party Wall is damaged or destroyed by fire or other casualty, any Unit Owner who has used the Party Wall may restore it, and, if the Unit Owners thereafter make use of the Party Wall, they shall contribute to the costs of restoration in proportion to such use, without prejudice, however, to the right of any such Unit Owners to require larger contribution or reimbursement from the other Unit Owners under any rule of law regarding liability for negligent or willful acts or omissions.

Notwithstanding any other provision of this Article, a Unit Owner who, by his negligent or willful act, causes the Party Wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements.

Each Unit Owner shall afford to the Association and the other Unit Owners, and to their agents or employees, access through his or her Unit and Limited Common Elements reasonably necessary for those purposes. In addition, the Association shall have a reasonable right of entry to and upon each Unit and its Limited Common Elements to effect emergency or other necessary repairs which the Unit Owner has failed to perform. The Association, upon the vote of fifty-one (51%) of the members of its Board of Directors, but subject always to Section 515B.3-102(a)(9), shall also have the right to grant utility easements under, through or over the Common Elements which are reasonably necessary to the ongoing development and operation of the CIC. The rights of each Unit Owner and the Association to the Common Elements are subject to all matters appearing on the CIC Plat.

Section 2. Damage to Common Elements or Units. If damage is inflicted on the Common Elements or any Unit through which access is taken, the Unit Owner responsible for the damage, or the Association, if it is responsible, is liable for the prompt repair thereof. Such Unit Owner's share

of any expense for such damage may be assessed by the Association against such Unit Owner's Unit in the manner of an assessment under Article V hereof.

ARTICLE III

ALLOCATION OF COMMON EXPENSES

Section 1. Common Expense Assessment. From and after the adoption of the budget and the levying expenses by the Association under Section 515B.3-115 of the Act, each Unit Owner covenants to pay common expense assessments (as the term is used in Section 515B.2-108 of the Act). Common expense assessments shall be allocated among the Units in the manner set forth on Exhibit A. Pursuant to Section 515B.3-115(h)(2) of the Act, the Association may assess any common expense benefiting less than all of the Units against the Units benefited. Common expense assessments (other than special assessments) shall be payable monthly as provided in the Bylaws. *Citation Amended*

Section 2. Alternate Assessment Program; Assessment for Units Owned by the Declarant. Pursuant to Section 515B.3-115 of the Act, the Declarant is hereby authorized to establish an alternative assessment program. Notwithstanding Section 1 hereof, the annual or special assessments for any Units owned by Declarant and improved with a completed Building, but unoccupied by a tenant of Declarant, shall be limited to twenty-five percent (25%) of the amounts fixed with respect to Units owned by Owners other than Declarant until such time as a certificate of occupancy is issued by the City of Oak Park Heights for the Unit(s) owned by Declarant.

- (a) **Maximum Amount of Assessment as to each Unit.** Until January 1st of the year immediately following the year of conveyance of the first Unit to an Owner, the maximum annual assessment permitted with respect to each Unit shall be \$1,800.00 annually, or, if collected monthly, \$150.00 per month. From and after January 1st of that year, assessments shall be determined by the Board of Directors.
- (b) **Duration of Alternate Assessment Program.** The alternate assessment program shall be effective for a period of not less than one year, but shall not continue beyond the expiration of the period of Declarant Control.
- (c) **Expiration of Authority to Commence Program.** Declarant's authority to commence the alternate assessment program shall expire no later than the expiration of the period of Declarant Control, as set forth in Article VI, Section 2 hereof.
- (d) **Level of Services.** The alternate assessment program shall have no effect on the level of services for items set forth in the Association's budget.

Section 3. Deficiency Contributions. For every calendar year during which Declarant remains in control of the Association, Declarant shall contribute to the Association all funds in excess of the budgeted and collected assessments which shall be necessary to defray the costs

properly paid or incurred by it for the purposes for which annual assessments may be collected all without limitation to the maximum amounts provided herein. Declarant's contribution for the calendar year during which Declarants control terminates shall be prorated to the date of such termination.

For purposes hereof, the establishment of reserves pursuant to this Declaration does not constitute payment or incurring of costs by the Association and Declarant's deficiency contribution shall not be required to be applied to the establishment of reserves.

Section 4. Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence for any Unit within the Property or any phase thereof annexed to the Property on the day of conveyance of the first Unit in the Property or such phase and shall be prorated for the month of said conveyance. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each assessment period and in lieu thereof, the amount of the prior year's annual assessment shall be the fixed amount. Written notice of any changed amount of the annual assessment shall be sent to every Owner subject thereto. The due dates when said annual assessments are due and payable shall be established by the Board of Directors.

Section 5. Capital Contributions. At the time of the initial sale of any Unit from Declarant to any Owner, such Owner shall pay to Declarant for the use of the Association a sum equal to twice the monthly charge for the annual assessment then in effect. Such sum shall be delivered by Declarant to the Association for use as described in this Declaration. The Capital Contribution for any Unit shall be levied only upon the sale by Declarant to an Owner and shall not be levied on any subsequent sales of the Unit.

ARTICLE IV

LIABILITY FOR ASSESSMENTS

Section 1. Lien of Association. The Association shall have a lien on each Unit for any assessments levied against that Unit, as provided under Section 515B.3-116 of the Act and such lien shall have the priority and may be foreclosed in the manner provided in the Act. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due. Fees, charges, late charges, fines and interest charges pursuant to Section 515B.3-102 (10), (11), and (12) of the Act shall be enforceable as assessments. Past due assessments, and amounts enforceable hereunder as assessments, shall bear interest at the rate established with respect to judgments under Minnesota Statutes Section 549.09.

Section 2. No Waiver of Liability. Each Unit Owner at the time an assessment is payable is personally liable to the Association for the payment of the assessment against his or her Unit, as provided in Section 515B.3-116(e) of the Act, and no Unit Owner may exempt himself or herself

from the common expense liability by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his or her Unit.

Section 3. Liability of Grantee for unpaid Assessments. In a voluntary conveyance of a Unit (except as provided with respect to First Mortgagees under Article XV hereof) the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against grantor for his or her share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any grantee shall be entitled, upon written request, to a statement setting forth the amount of unpaid assessments currently levied against his or her Unit, as provided in Section 515B.3-116(g) of the Act.

Section 4. Reserve for Replacement: Monthly Assessments. Assessments for common expenses shall include an adequate fund for replacement of Unit, Common Element or Limited Common Element components which the Association is so obliged to maintain, repair or replace. Said fund shall be funded by monthly payments and not by extraordinary special assessments. In addition, there shall be a capital contribution fund for the initial months of operation of the CIC equal to at least two months' estimated common expense for each unit.

ARTICLE V

VOTING RIGHTS

Section 1. Allocation. Voting rights in the Association shall be allocated as set forth on Exhibit A.

Section 2. Declarant Control. Notwithstanding the vote of any Unit Owner to the contrary, the Declarant hereby reserves a period of Declarant control of the Association during which the Declarant, or persons designated by the Declarant, may appoint and remove the officers and directors of the Association. Said reservation of Declarant control is subject to the following:

- (a) The maximum period of Declarant control may extend from the date of the first conveyance of a Unit to a Unit Owner other than a Declarant for a period not exceeding five (5) years.
- (b) Notwithstanding subsection (a) above, the period of Declarant control shall terminate upon the earlier of (i) surrender of control by the Declarant or (ii) sixty (60) days after conveyance of seventy-five percent (75%) of the Units to Unit Owners other than Declarant.
- (c) Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units that may be created to Unit Owners other than Declarant or an affiliate of

Declarant, a meeting of the Unit Owners shall be held at which not less than thirty three and one third percent (33 1/3%) of the members of the board shall be elected by Unit Owners other than Declarant or an affiliate of Declarant.

(d) Not later than the termination of Declarant control, the Unit Owners shall elect a Board of Directors of at least three members. Thereafter, a majority of the directors shall be Unit Owners other than Declarant or an affiliate of Declarant. The remaining directors need not be Unit Owners unless required by the Articles of Incorporation or Bylaws. All Unit Owners, including the Declarant and its affiliates, may cast the votes allocated to any Unit owned by them. The board shall elect the officers. The directors and officers shall take office upon election.

(e) In determining whether the period of Declarant control has terminated under subsection (b), or whether Unit Owners other than a Declarant are entitled to elect members of the Board of Directors under subsection (c), the percentage of the Units which have been conveyed shall be calculated based upon the assumption that all Units which the Declarant has built or reserved the right to build in the Declaration are included in the CIC.

(f) Except as otherwise provided in this subsection, meetings of the board of directors must be open to all Unit Owners. To the extent practicable, the board shall give reasonable notice to the Unit Owners of the date, time and place of a board meeting, the date, time and place of meetings are provided for in this Declaration, the Articles of Incorporation or Bylaws of the Association, were announced at a previous meeting of the board, posted in a location accessible to the Unit Owners and designated by the board from time to time, or if an emergency requires immediate consideration of a matter by the board, notice is not required. "Notice" has the meaning given in Minnesota Statutes Section 317A.011, subdivision 14. Meetings may be closed to discuss the Following:

- (1) personnel matters;
- (2) pending or potential litigation, arbitration or other potentially adversarial proceedings, between Unit Owners, between the board or Association and Unit Owners, or other matters in which any Unit Owner may have an adversarial interest, if the board determines that closing the meeting is necessary to discuss strategy or to otherwise protect the position of the board or Association or the privacy of a Unit Owner or occupant of a Unit; or
- (3) Criminal activity arising within the CIC if the board determines that closing the meeting is necessary to protect the privacy of the victim or that opening the meeting would jeopardize the investigation of the activity.

Nothing in this subsection imposes a duty upon the board to provide special facilities for meetings. The failure to give notice as required by this subsection shall not invalidate the board meeting or any action taken at the meeting.

ARTICLE VI

MISCELLANEOUS COVENANTS

Section 1. Miscellaneous Covenants. Declarant, for itself, its successors and assigns, by this Declaration, and any future Unit Owner, by acceptance of deed to a Unit, covenant and agree as follows:

(a) Leases. No unit Owner shall be permitted to lease his or her Unit for transient or hotel purposes. No Unit Owner may lease less than the entire Unit and no lease shall provide an initial term (exclusive of extensions or options to renew) of less than thirty (30) days. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the terms and the Bylaws of the Association and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing. In the event any Owner leases his or her Unit, the Owner shall at all times keep the Association advised in writing of the address of his or her current residence and any changes thereto, and of the name(s) of his or her tenant(s). Other than the foregoing, there is no restriction on the right of any Unit Owner, including the Declarant, to lease any Unit.

(b) Encroachments. If any portion of the Common elements encroaches upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements, as a result of the present construction of a Building, or if any such encroachment shall occur hereafter as a result of settling, expectable expansion, sag or structural adjustment of the building (as distinguished from sudden, extreme and accidental change by Acts of God or other accidental causes), a valid easement for the encroachment and for the maintenance of the same, as long as the Building stands, shall exist. If a building, or any adjoining part of the Common Elements shall be partially or totally destroyed as a result of fire or other casualty and then rebuilt in substantial accordance with the CIC Plat, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any part of the Common Elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the particular Building shall stand and such encroachments and easements shall not affect marketability of title.

Nothing herein contained shall be construed as contrary to the conclusive presumption of Section 515B.2-115 of the Act that the existing physical boundaries of a Unit or a Unit reconstructed

in substantial accordance with the CIC Plat are to be the boundaries of the Unit, regardless of settling or lateral movement of a Building.

(c) Ingress and Egress of Unit Owners. There shall be no restriction upon any Unit Owner's right of ingress to and egress from his or her Unit.

(d) Administration. The administration of the CIC shall be in accordance with the provisions of the Act, this Declaration and the Bylaws of the Association.

(e) Compliance with Declaration, Bylaws and Rules and Regulations. Each Unit Owner, tenant or occupant of a Unit shall comply with the provisions of this Declaration, the Bylaws and rules and regulations of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, rules or regulations, shall be grounds for action to recover sums due, for damages, or for injunctive relief.

(f) Use of Common Elements. There shall be no obstruction, littering, defacement or misuse of Common Elements nor shall anything be stored in the Common Elements except in areas designated for such storage by the Board of Directors of the Association.

(g) Exterior Appearance of Building. No Unit Owner or occupant of any Unit shall cause or permit anything to be hung, displayed, or placed on the outside windows of any Building (with the exception of draperies, blinds and shades), on the outside of exterior doors, or on the outside walls or roof of such buildings; no exterior awnings, shutters, canopies, radio or television antennas shall be erected nor any signs affixed to or placed upon exterior walls or roofs or any part thereof or other parts of the Common Elements (except for Declarants right to place signs pursuant to Article XI hereof); nor shall any change in the outside appearance of any exterior surface of a Building be made without the prior written consent of the Appearance Control Committee, pursuant to Article VIII hereof.

(h) Residential Use. The Property is hereby restricted to residential dwellings, and ancillary and accessory uses and buildings in connection therewith (except for model homes and sales offices which may be operated by Declarant or its designees, during the construction or sales period). All buildings or structures erected on the Property shall be of new construction and no buildings or structures shall be moved from other locations to the CIC. No building or structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be placed on or used on any Unit at any time as a residence, either temporarily or permanently.

(i) Animals. No animals shall be permitted to be kept on the Property by any Owner or occupant of a Unit except conventional domesticated animals kept as pets. Conventional domestic animals specifically exclude among other animals, snakes,

reptiles of any sort, and large cats such as tigers, lions, cougars and the like. No kennel, doghouse or outside run shall be constructed or maintained on the property, except with the approval of the Association. The Association may regulate the size, materials and location of any approved kennel or doghouse. No pet shall be kept for any commercial purpose nor shall pets be bred for a commercial purpose upon the Property. Any cat or dog, whenever outside of a Unit, shall be kept under the direct control the pet owner or another person able to control of the pet. No pet shall be left outside unattended, whether leashed or otherwise. The person in charge of the pet must clean up after it. The Board may adopt more specific rules and regulations and penalties not inconsistent with the foregoing, and may make all or specified portions of the Common Elements off-limits to pets. Upon the petition of seventy-five percent (75%) of the Owners of the Units located within sixty-five (65) feet of the Unit in which resides a specified pet, the Board may order the removal of a particular pet for constant and uncontrolled barking, repeated instances of wandering unleashed or other repeated behavior reasonably offensive to others, provided that the Owner of the Unit harboring the pet, shall first have thirty (30) days' written notice in which to correct the ~~net's~~
pet's offensive behavior.

(j) Commercial Activities Nuisances. No advertising signs, billboards, objects of unsightly appearances or nuisances shall be erected, placed or permitted to remain on any Unit, nor shall any Unit be used in any way or for any purpose which may endanger the health or unreasonably disturb the residents of the CIC except that no more than one (1) "for sale" sign or "for rent" sign of not more than five (5) square feet shall be maintained on any Unit. No commercial activities of any kind whatever shall be conducted on any Building or on any portion of the Property except activities intended primarily to service residents in the Property. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Declarant or its designees, or the use or operation of sales offices or model Units on any Units by the Declarant or its designees during the construction and sales period or by the Association in furtherance of its powers and purposes set forth hereinafter and in its Articles of Incorporation, Bylaws and rules and regulations, as the same may be amended from time to time. The Declarant and its successors and assigns shall have the right to rent any or all Units.

(k) Screening, Trash Removal. All rubbish, trash and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. There shall be no trash piles or storage piles on the property of any Unit. The foregoing restrictions shall not apply to the activities of Declarant, its designees and those working for or on behalf of Declarant during the construction and sales period.

(l) Derricks, etc. No derrick or other structure designed for use in boring, mining, or quarrying for oil or natural gas, precious minerals, shall be erected, maintained or permitted upon any Unit, provided that nothing in this Declaration shall be construed to restrict a public utility from erecting, maintaining, and operating

upon any Unit owned by it within the Property, a well, housing, and equipment for the purpose of extracting from the sub-surface and/or the treatment storage and distribution of water through the system of such public.

(m) Radio, T.V. Antennae. No radio or television receiving or transmitting antennae or external apparatus shall be installed on any Unit. Normal radio and television installations wholly within a building are excepted.

(n) Maintenance of Easement Areas. Easements for installation and maintenance of the utilities, sewer pipelines and facilities and drainage facilities over each of said Units, and in the Common Elements are reserved as shown on the CIC Plat or as created in accordance with this Declaration or any amendments hereof. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction in the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Unit and all improvements in it shall be maintained continuously by the Owner of the Unit, except for those improvements for which a public authority, a private or public utility company or the Association is responsible. The easement area of the Common Elements shall be maintained continuously by the Association.

(o) Prohibition of Fences, Clotheslines and Storage Sheds. There shall be no fences, clothes lines, service sheds or storage sheds constructed or placed on any Unit within the CIC.

(p) Storage. Outside storage of any items, including but without limiting the generality of the foregoing, sporting equipment, toys, outdoor cooking equipment (except lawn furniture and one gas or charcoal grill per Unit which may be left on balcony, deck or patio, if any), yard and garden tools and equipment and trash and garbage containers (except on the day of pick-up) shall not be allowed. No boats, snowmobiles, trailers, camping vehicles, tractor/trailer or trucks in excess of 9,000 pounds gross weight or unlicensed or inoperable vehicles shall at any time be stored or parked outside of a Unit garage nor on the Common Elements without the express written approval of the Board, which approval may be withheld without stated reason.

(q) Hazardous Activities and Waste; Alterations. Nothing shall be done or kept in any Unit or any Common Elements which will increase the rate of insurance on the CIC or the contents thereof or result in increased water, sewer or other utility charges, without the prior written consent of the Board of Directors of the Association. No Unit Owner or occupant of a Unit shall permit anything to be done or kept in any Unit or in the Common Elements which will result in the cancellation of insurance on the CIC, or contents thereof, or which will be in violation of

applicable law or ordinance. No waste shall be committed in the Common Elements. No Unit Owner shall make any improvement or alterations to his or her Unit that impair that structural integrity or mechanical systems or lessen the support of any portion of the CIC without the prior written approval of the Board of Directors of the Association, which written approval may be conditioned upon (i) the furnishing to the Association of complete plans and specifications for such alteration or improvement prepared by a licensed architect or engineer; and (ii) the furnishing to the Association of financial guarantees or assurances satisfactory to the Association that all claims for labor or material furnished in connection with such alternation or improvement will be fully paid and that no claims or liens will arise therefrom.

ARTICLE VII

CIC ASSOCIATION

Section 1. Membership. Every person or entity, including the Declarant, who is a record owner of a fee or an undivided fee interest in any Unit which is subject to this Declaration, shall be a member of the Association and each purchaser of any Unit by acceptance of a deed or contract for deed therefor covenants and agrees to be a member of the Association whether or not it shall be so expressed in any deed or other conveyance. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation including contract vendors (unless the contract for deed provides otherwise), until such time as such person acquires a fee simple interest in such Unit by foreclosure or by a proceeding in lieu thereof, or, as to a contract vendor, until such time as the contract for deed is canceled. For each Unit owned, the Owner thereof shall be entitled to one (1) membership. Membership shall be appurtenant to and may not be separated from the fee ownership of any Unit. For the purpose of this Declaration, the word "Member" shall include any beneficiary of a trust holding legal title to one or more Units.

Section 2. Transfer. Membership held by an Owner of a Unit is an appurtenance to such Unit and shall not be transferred, alienated, or pledged in any way, except upon the sale or encumbrance of such Unit, and then only to the purchaser of such Unit. Any attempt to make a transfer except by the sale or encumbrance of a Unit is void. Reference to the transfer of membership need not be made in an instrument of conveyance or encumbrance of such Unit for the transfer to be effective and the same shall automatically pass with title to the Unit.

ARTICLE VIII

APPEARANCE CONTROL COMMITTEE

No structure, patio, deck, post, exterior improvement or addition, landscaping or plant materials shall be erected, placed or altered on any Unit described herein (except as are installed or approved by the Declarant in connection with the initial construction of the Units and other improvements) until the building plans, specifications and plat plan showing the location and proposed erection, placement or alteration of any such structure, patio, deck, post, improvement or addition or a plan or description of any landscaping or plant materials have been approved in writing

as to conformity of external design and harmony with existing structures or landscaping on the Property and as to location with respect to topography and finished ground elevation, by an Appearance Control Committee which shall consist of the Board of Directors of the Association or their nominee(s). The committee shall notify an applicant of such approval or disapproval of its action within thirty (30) days after said building plans and specifications and plat plan or landscaping plan or description have been submitted to the committee; or, in the event the committee does not disapprove of building plan, specifications and plat plan as submitted within said 30 day period and no suit to enjoin the erection, placement or alteration of such structure, patio, deck, post or other improvement or addition or such landscaping or plant materials has been commenced prior to the completion thereof, such approval will not be required, and this covenant shall be deemed to have been fully complied with. If no application has been made to the Appearance Control Committee or their representatives, or if such application has been rejected, a suit to enjoin or remove such additions, alterations or changes may be instituted at any time by the Association or any Owner in which suit the Association or any Owner shall have the right to collect reasonable attorney's fees, costs and expenses; provided, however, no suit to enjoin or remove such additions, alterations, or changes may be commenced if unapproved improvements have been completed for a period of ninety (90) days and thereafter a deed to a new Owner is recorded, such improvements then being deemed to have been approved by the Appearance Control Committee. No member of such committee, nor its designated representative, shall be entitled to any compensation for such services performed pursuant to this covenant. Nothing in this Article shall prohibit an owner from maintaining a garden on the lot for that individual unit.

ARTICLE IX

INSURANCE: DAMAGE OR DESTRUCTION

Section 1. Statutory Requirements. The Association shall:

(a) Commencing not later than the time of the first conveyance of a Unit to a Unit Owner other than Declarant, maintain, to the extent reasonably available:

(1) subject to subsection (b), property insurance (i) on the Common Elements and also on property that must become Common Elements, (ii) for broad form covered causes of loss, and (iii) in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, at the time the insurance is purchased and at each renewal date, exclusive of items normally excluded from property policies; and

(2) commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Property in an amount not less than \$1,000,000.00 or otherwise deemed sufficient in the judgment of the Board, insuring the Board, the Association, the management agent and their respective employees, agents and all persons acting as agents. The Declarant shall be included as an additional insured in

its capacity as a Unit Owner or Board member. The Unit Owners shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements. The insurance shall cover claims of one or more insured parties against other insured parties.

(b) The insurance maintained under subsection (a) (1) shall include the Units and the Common Elements. The insurance need not cover improvements and betterments to the Units installed by the Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected. The Association may, in the case of a claim for damage to a Unit or Units, (i) pay the deductible amount as common expense, (ii) assess the deductible against the Units affected in any reasonable manner, or (iii) require the Unit Owners of the Units affected to pay the deductible amount directly.

(c) If the insurance described in subsections (a) and (b) is not reasonably available, the Association, shall promptly cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners. The Association may carry any other insurance it considers appropriate to protect the Association, the Unit Owners or officers, directors or agents of the Association.

(d) Insurance policies carried pursuant to subsections (a) and (b) provide that:

(1) each Unit Owner and secured party is an insured person under the policy with respect to liability arising out of the Unit Owner's membership in the Association;

(2) the insurer waives its right to subrogation under the policy against the Unit Owner or members of the Unit Owner's household and against the Association and members of the Board of Directors;

(3) no act or omission by any Unit Owner or secured party, unless acting within the scope of authority on behalf of the Association, shall void the policy or be a condition to recovery under the policy; and

(4) if at the time of a loss under the policy there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the Association's policy is primary insurance.

(e) Any loss covered by the property policy under subsection (a)(1) shall be adjusted by and with the Association. The insurance proceeds for that loss shall be payable to the Association, or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association shall hold any insurance proceeds in trust for Unit Owners and secured parties as their interest may appear.

The proceeds shall be disbursed first for the repair or restoration of the damaged Common Elements and Units. Unit Owners and secured parties are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or this CIC is terminated.

(f) An insurer that has issued an insurance policy under this section shall issue certificates or memoranda of insurance, upon request, to any Unit Owner or secured party. The insurance may not be canceled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Unit Owner and each secured party for an obligation to whom certificates of insurance have been issued.

(g) Any portion of this CIC which is damaged or destroyed as a result of a loss covered by the Association's insurance policy shall be promptly repaired or replaced by the Association unless (i) this CIC is terminated and the Association votes not to repair or replace all or part thereof, (ii) repair, replacement would be illegal under any state or local health or safety statute or ordinance, or (iii) eighty percent (80%) of the Unit Owners, including every Unit Owner and holder of a first mortgage on a Unit or assigned Limited Common Element which will not be rebuilt, vote not to rebuild. The cost of repair or replacement of the Common Elements in excess of insurance proceeds and reserved shall be paid as a common expense, and the cost of repair of a Unit in excess of insurance proceeds shall be paid by the respective Unit Owner.

(h) If less than the entire CIC is repaired or replaced, (i) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of this CIC, (ii) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners of those Units, including Units to which the Limited Common Elements were assigned, and the secured parties of those Units, as their interests may appear, and (iii) the remainder of the proceeds shall be distributed to all the Unit Owners and secured parties as their interests may appear, in proportion to their common expense liability.

(i) If the Unit Owners and First Mortgagees (as that term is later defined) vote not to rebuild a Unit, that Unit's entire votes in the Association and common expense liability are automatically reallocated upon the vote as if the Unit had been condemned under section 515B.1-107 of the Act and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations. Notwithstanding the provisions of this subsection, if this CIC is terminated, insurance proceeds not used for repair or replacement shall be distributed in the same manner as sales proceeds pursuant to section 515B.2-119 of the Act.

Section 2. Owner's Insurance for Liability and Contents of Units. Each Owner shall maintain at his or her own cost and expense such insurance coverage as he or she may desire with respect to (i) personal liability for acts and occurrences upon his or her Unit and within his or her

Unit and (ii) physical damage losses for personal property and the contents for his or her Unit and any improvements, additions or betterments installed either by a person or entity other than as a part of the initial construction, whether made inside or outside his or her Unit, and shall further maintain at his or her cost and expenses, any special flood hazard insurance as may be required by the first mortgagee of his or her Unit. The Association shall have no obligation in connection therewith.

Section 3. Workers' compensation and Fidelity Insurance. The Association shall obtain and maintain a policy or policies of insurance with reputable insurance carriers providing the following coverage:

- (a) Workers' Compensation and employers' liability insurance in such form and in such amounts as may be necessary to comply with applicable laws;
- (b) Fidelity insurance or bonds in reasonable amounts for all officers and employees having fiscal responsibilities, naming the Association as obligee; and
- (c) Such other insurance in such limits and for such purpose as the Association may, from time to time, deem reasonable and appropriate.

Section 4. Insurance Premium Expense. The expense of insurance premiums paid by the Association under this Article shall be an expense of the Association to which the assessments collected by the Association from the Unit Owners shall be applied.

ARTICLE X

CONDEMNATION

Section 1. Condemnation of Unit or Common Elements. The following provisions shall pertain where a Unit or any portion thereof or the Common Elements, or any portion thereof, is made the subject of an eminent domain proceeding, proceeding in lieu of condemnation or is otherwise sought to be acquired by a condemning authority:

- (a) If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any material purpose permitted by the Declaration, the award shall compensate the Unit Owner and secured party in the Unit, as their interests may appear, whether or not any Common Element interest is acquired. Upon acquisition, unless the order or final certificate otherwise provides, that Unit's allocated interests are automatically reallocated among the remaining Units in proportion to their respective allocated interests prior to the taking, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the allocations. Any remnant after part of a Unit is taken under this subsection is thereafter a Common Element.

(b) Except as provided in subsection (a), if part of a Unit is acquired by eminent domain, the award shall compensate the Unit Owner and secured party for the reduction in value of the Unit and its interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the order of final certificate otherwise provides, (i) that Unit's allocated interests are reduced in proportion to the reduction in the size of the Unit, and (ii) the portion of the allocated interests divested from the partially acquired Unit are automatically reallocated to the Unit and to the remaining Units in proportion to the respective allocated interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced reallocated interests.

(c) If part of the Common Elements is acquired by eminent domain, the portion of the award attributable to the Common Elements taken shall be paid to the Association. Any portion of the award attributable to the acquisition of a Limited Common Element shall be equally divided among the owners of the Units to which the Limited Common Element was allocated at the time of acquisition and their secured parties, as their interests may appear.

(d) In any eminent domain proceeding, the Units shall be treated as separate parcels of real estate for valuation purposes, regardless of the number of Units subject to the proceeding.

(e) Any distribution to a Unit Owner from the proceeds of an eminent domain award shall be subject to any limitations imposed by the Declaration or By-Laws.

(f) The court order or final certificate containing the final awards shall be recorded in every county in which a portion of the CIC is located.

Section 2. Association Representation. The Association shall represent the Unit Owners in the condemnation, or in negotiations, settlements and agreements with the condemning authority any condemnation of Common Elements, and each Unit Owner, by acceptance of a deed to a Unit, appoints the Association, or trustee engaged by the Association, as attorney-in-fact for such purpose. Such condemnation proceeds shall be applied for the restoration or repair of any Common Elements remaining after such condemnation, and any portion of the award not used for any such restoration or repair shall be divided among the Unit Owners and the First Mortgagees (as later defined) in the manner prescribed by Section 515B.1-107 of the Act.

ARTICLE XI

SPECIAL DECLARATION RIGHTS

Section 1. Special Declarant Rights. The Declarant expressly reserves the following special declarant rights, as the term is used in Section 515B.1-103(31) of the Act:

- (a) To elect, or cause persons designated by it to elect, the officers and members of the Board of Directors of the Association in accordance with Article V hereof.
- (b) To complete improvements indicated on the CIC Plat, if any, under Section 515B.2-110 of the Act.
- (c) To maintain sales offices, management offices, signs advertising the CIC, and models, under Section 515B.2-116 of the Act (which models may be any Unit owned from time to time by Declarant).
- (d) To use easements through the Common Elements for the purpose of making improvements within the CIC.
- (e) To create Units, Common Elements or Limited Common Elements within the CIC.
- (f) To subdivide Units or convert Units into Common Elements, Limited Common Elements and/or Units.
- (g) To create a master association and provide for the exercise of authority by the master association over the CIC or its Unit Owners.
- (h) To merge or consolidate the CIC with another common interest community of the same form of ownership.

ARTICLE XII

OWNER'S OBLIGATION TO MAINTAIN

Each Owner, his or her successors and assigns, hereby covenants and agrees at all times to maintain his or her Unit in a neat and proper condition and to perform all necessary repairs thereto, to the extent not provided for by the Association pursuant to this Declaration.

ARTICLE XIII

JOINT CONNECTION OF SEWER, WATER, ELECTRICAL, GAS, TELEPHONE LINES AND CABLE TELEVISION

The rights and duties of the Owners of Units with respect to sewer, water, gas, telephone and cable television shall be governed by the following:

(a) Wherever joint house connections of sanitary and storm sewer, water, electricity, gas, telephone or cable television lines are installed within the CIC, and the connections, or any portion thereof, lie in or upon Units owned by others than the Unit Owners served by said connection shall have the right and are hereby granted an easement to the full extent necessary therefor, to enter upon Units or have the utility companies enter upon the Units within the CIC in or upon which said connection, or any portion thereof, lies, to read meters, repair, replace and generally maintain said connection as and when the same may be necessary as set forth below, and further, if a majority of the Board of Directors of the Association deems the repair, replacement or maintenance of such connection to be an emergency, the Association shall have the right to repair, replace or maintain such connection and assess the costs thereof against the Units served by such connection in the amounts the Owners would otherwise be responsible for under subsections (c) and (d) herein, and each Owner, for himself or herself, his or her heirs, successors and assigns, covenants that he will pay the Association (or its collecting agent) said assessment upon demand or in such periodic payments as may be determined by the Board of Directors, and that said assessment, if not paid on the date when due, shall become delinquent, shall become a continuing lien on the Unit and the personal obligation of the Owner and shall be subject to collection, enforceability, foreclosure and remedies of the Association in the matter set forth in Articles III and IV hereof for other assessments by the Association.

(b) Wherever joint house connection of storm and sanitary sewer, water, electricity, gas, telephone or cable television lines are installed within the CIC and the connections serve more than one Unit, the Owners of each Unit serviced by said connection shall be entitled to the full use and enjoyment of such portions of said connection as services his Unit.

(c) In the event any portion of said connection or line is obstructed, damaged or destroyed through the act of an Owner of a Unit being served by said connection, or any of his agents, guests, or members of his family, whether or not such act is negligent or otherwise culpable, so as to deprive the other. Owners being served by said connection of the full use and enjoyment of said connection, then the Owner shall forthwith proceed to replace or repair the same to as good a condition as formerly, without cost to the other Owners served by said connection.

(d) In the event any portion of said connection or line is obstructed, damaged or destroyed by some cause other than the act of any Owner being served by said connection, his agents, or members of his family (including ordinary wear and tear and deterioration from lapse of time), then in such event if said obstruction, damage or destruction shall prevent the full use and enjoyment of such connection by the other Owners served by said connection, all such Owners who are thereby deprived of said use and enjoyment shall proceed forthwith to replace or repair said connection to as good a condition as it was formerly at their joint and equal expense.

ARTICLE XIV

MUNICIPAL ORDINANCES

Section 1. City Ordinances Prevail. None of the covenants, conditions restrictions or provisions of the Declaration are intended to supersede or prevail over the ordinances of general applicability of the city in which this CIC resides, and in the event of any conflict, the applicable ordinances of said City shall supersede and prevail over the covenants, conditions, restrictions and provisions of this Declaration.

Section 2. Standards of Maintenance. The Standards of Maintenance of the Units and the residences and improvements located thereon, and the Common Elements, as adopted by the Association from time to time, shall be at least equal to those set forth in the ordinances of general applicability of the city in which this CIC resides, in effect from time to time which govern and control the maintenance of private property.

ARTICLE XV

RIGHTS OF FIRST MORTGAGEES

Section 1. Conflicting Provisions. The provisions of this Article take precedence over any other conflicting provisions of this Declaration.

Section 2. Notice of Action. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a first mortgage on a Unit in the CIC ("First Mortgagee") and the Unit number or address (a holder of a first mortgage on a Unit who has so requested such notice shall be referred to herein as an "eligible mortgage holder" and an insurer or guarantor of a mortgage on a Unit who has so requested such notice shall be referred to herein as an "eligible insurer or guarantor"), any such eligible mortgage holder or eligible insurer or guarantor shall be entitled to timely written notice of:

- (a) Any condemnation loss or casualty loss which affects a material portion of the CIC or any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
- (b) Any delinquency in the payment of assessments or charges owed by a Unit owner of a Unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of 120 days;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action which would require the consent of a specified percentage of mortgage holders as specified elsewhere in this Article XV.

Section 3. Certain Amendments to Declaration or Bylaws. In addition to statutory requirements for amendment of this Declaration and the Bylaws of the Association, and to all other requirements set forth herein, unless at least sixty-seven percent (67%) (or such higher percentage as is required by law or this Declaration) of the first mortgagees of the Units or their assigns (based upon one vote for each first mortgage owned), and at least sixty-seven percent (67%) (or such higher percentage as is required by law or this Declaration) of the Unit Owners (other than any sponsor, developer, builder, or the Declarant) of the Units have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to:

- (a) Terminate the legal status of the CIC (except in accordance with procedures set forth in the Act or this Declaration in the event of amendment or termination made as a result of destruction, damage or condemnation);
- (b) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed such a transfer);
- (c) Use hazard insurance proceeds for losses to any CIC property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such CIC property, except as provided by statute in case of substantial loss to the Units and/or Common Elements of the CIC.

Section 4. Certain Amendments to Material Provisions of Declaration, Articles, or Bylaws. In addition to statutory requirements for amendment of the Declaration, Articles and Bylaws, and to other requirements set forth herein, the written consent of at least sixty-seven percent (67%) of Unit Owners, and the written consent of eligible mortgage holders representing at least sixty-seven percent (67%) (or such higher percentage as is required by law or this Declaration) of the votes of Units that are then subject to mortgages held by eligible mortgage holders shall be required to add or amend any material provisions of this Declaration, the Articles or Bylaws of the Association. A change to provisions of the Declaration, Articles or Bylaws of the Association governing any of the following would be considered material:

- (a) Voting rights;
- (b) Assessments, assessment liens, or the priority of assessment liens;
- (c) Reserves for Maintenance, repair and replacement of the Common Elements (and Units, if applicable);
- (d) Insurance or fidelity bonds;
- (e) Reallocation of interests in the Common Elements, or rights to use of the Common Elements, except a change in accordance with the procedures set forth in the Act or the Declaration and Bylaws as a result of destruction, damage or

condemnation or with respect to a reallocation of interests in the Common Elements which might occur pursuant to any plan of expansion or phased development contained in the original Declaration or Bylaws, or a change of Common Elements into Limited Common Elements;

- (f) Increase in the number of Units (except as provided in Article XVII hereof);
- (g) Creation or increase in Special Declarant Rights;
- (h) Responsibility for maintenance and repairs;
- (i) Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project;
- (j) Boundaries of any Unit;
- (k) Convertibility of Units into Common Elements or of Common Elements into Units;
- (l) Changing the authorized use of a Unit from residential to non-residential;
- (m) Imposition of any right of first refusal or any other restriction on the right of a Unit Owner to sell, transfer or otherwise convert his or her Unit;
- (n) Any provisions that expressly benefit mortgage holders, insurers or guarantors;
- (o) A decision by the Association to establish self-management when professional management had been required previously by an eligible mortgage holder;
- (p) Restoration or repair of the project (after casualty or partial condemnation) in a manner other than that specified in this Declaration and the Bylaws.

In each instance of an addition or amendment that is not a material change (such as the correction of a technical error or the clarification of a statement), an eligible mortgage holder who is given a written proposal for such amendment and from whom no response is received within thirty (30) days after notice of the proposal is given shall be deemed to have approved such proposal.

Section 5. Examination of Association Books and Records: Financial Statements. The Association shall make available to any Unit Owner, or to any holder, insurer or guarantor of any first mortgage, a current copy of the Declaration, the Bylaws, and other rules governing the CIC and the books, records and financial statements of the Association. "Available" means for inspection, upon request, during normal business hours or under other reasonable circumstances. The Association also shall make available to prospective purchasers current copies of the Declaration, the Bylaws of the Association and other rules governing the CIC and the most recent annual audited

financial statement if such is prepared. The holders of at least fifty-one percent (51%) of first mortgages shall be entitled to have an audited financial statement prepared at their expense if such statement is not otherwise available. Any financial statement requested pursuant to this Section 5 shall be furnished within reasonable time following such request.

Section 6. Priority of Lien of First Mortgage. To the maximum extent permitted by law, the lien for any assessments or other charges becoming payable on or after the date of recordation of the first mortgage on any Unit shall be subordinate to the line of such first mortgage. Any lien for assessments hereunder shall not be affected by any sale or transfer of the Unit; except that the sale or transfer of title to a Unit pursuant to foreclosure of a first mortgage or deed or proceedings in lieu of foreclosure shall extinguish any subordinate lien for assessments which became payable prior to such sale or transfer or title or which became payable during the redemption period after the foreclosure sale. Any assessments so extinguished may be reallocated and reassessed against all Units as a common expense. Any such sale or transfer of title pursuant to a foreclosure or deed or proceedings in lieu of foreclosure of a first mortgage shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit for, the lien of any assessments made thereafter. To the maximum extent permitted by law, there should be subordinated to any first mortgage the lien of any fees, late charges, fines or interest that may be levied by the Association in connection with unpaid assessments, in the same manner as the subordination of assessments hereunder.

Section 7. Insurance or Condemnation Proceeds. Other than as provided elsewhere in this Declaration, no provisions of this Declaration or Bylaws of the Association shall be construed to give any Unit Owner, or any other party, priority over the rights of any first mortgagee of a Unit pursuant to its first mortgage in the case of a distribution of a Unit Owner of insurance proceeds or condemnation award for losses to or a taking of Common Elements or any portion thereof or any Unit or portion thereof. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the holder of any first mortgage on a Unit will be entitled to timely written notice of such damage or destruction. If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any first mortgage on a Unit will be entitled to timely written notice of any such proceedings or proposed acquisition.

Section 8. Attendance at Meetings of Association. Any eligible holder of a first mortgage who so requests shall be given notice of all meetings of the Association as if such First Mortgagee was a Unit Owner entitled to notice. Each such First Mortgagee shall have the right to designate a representative to attend all such meetings, which representative shall not have the right to cast a vote.

ARTICLE XVI

SUBDIVISION OR CONVERSION OF UNITS

Section 1. Right to Subdivide or Convert. The right is hereby reserved by the Declarant to subdivide or convert Units in the CIC, pursuant to Section 515B.2-112 of the Act. Any Unit, whether or not owned by the Declarant, may be subdivided as provided in Section 515B.2-112 of

the Act. Any such subdivision or conversion shall be in accordance with the procedures specified in the Act.

ARTICLE XVII

COMPLIANCE BY UNIT OWNER

Section 1. Right of Action in Unit Owners and Association. Failure of any Unit Owner to comply with the provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association, or rules and regulations of the Association, shall give rise to a cause of action in the Association and any aggrieved Unit Owner for the recovery of damages, or for injunctive relief, or both. The foregoing is not intended to restrict or limit the application of Section 515B.4-116 of the Act.

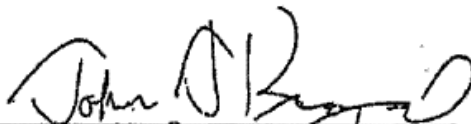
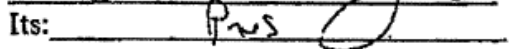
ARTICLE XVIII

AMENDMENT

Section 1. Voting Requirements. Except as limited by 515B.2-118(d) of the Act requiring additional agreement in the case of alteration of Limited Common Elements, and except insofar as a higher voting requirement may be otherwise required under this Declaration, or the Act, this Declaration may be amended by the Association only upon a vote or written agreement of Unit Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated. In addition, the written consent of HUD and VA shall be required, so long as the period of Declarant control set forth in Article V hereof shall not have terminated, in accordance with said Article XI and the Act, for any amendment to the Declaration. Any such amendment to the Declaration shall be effective only when filed or recorded as required by the Act.

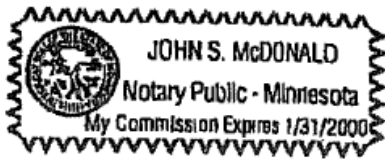
IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first written above.

ST. CROIX LAND CO., INC., a
Minnesota Corporation

By: 
Its: 

STATE OF MINNESOTA)
)ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 24th day of MAY, 1996, by John J. Krongard, the president of St. Croix Land Co., Inc., a Minnesota corporation, on behalf of said corporation.



John S. McDonald
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

LAWSON, MARSHALL, McDONALD
& GALOWITZ, P.A.
3880 Laverne Avenue North
Lake Elmo, Minnesota 55042
Telephone: (612) 777-6960
JSM

UACIENTSTCROLA.FEDECLARAT.91

EXHIBIT A

TO DECLARATION OF COMMON INTEREST COMMUNITY

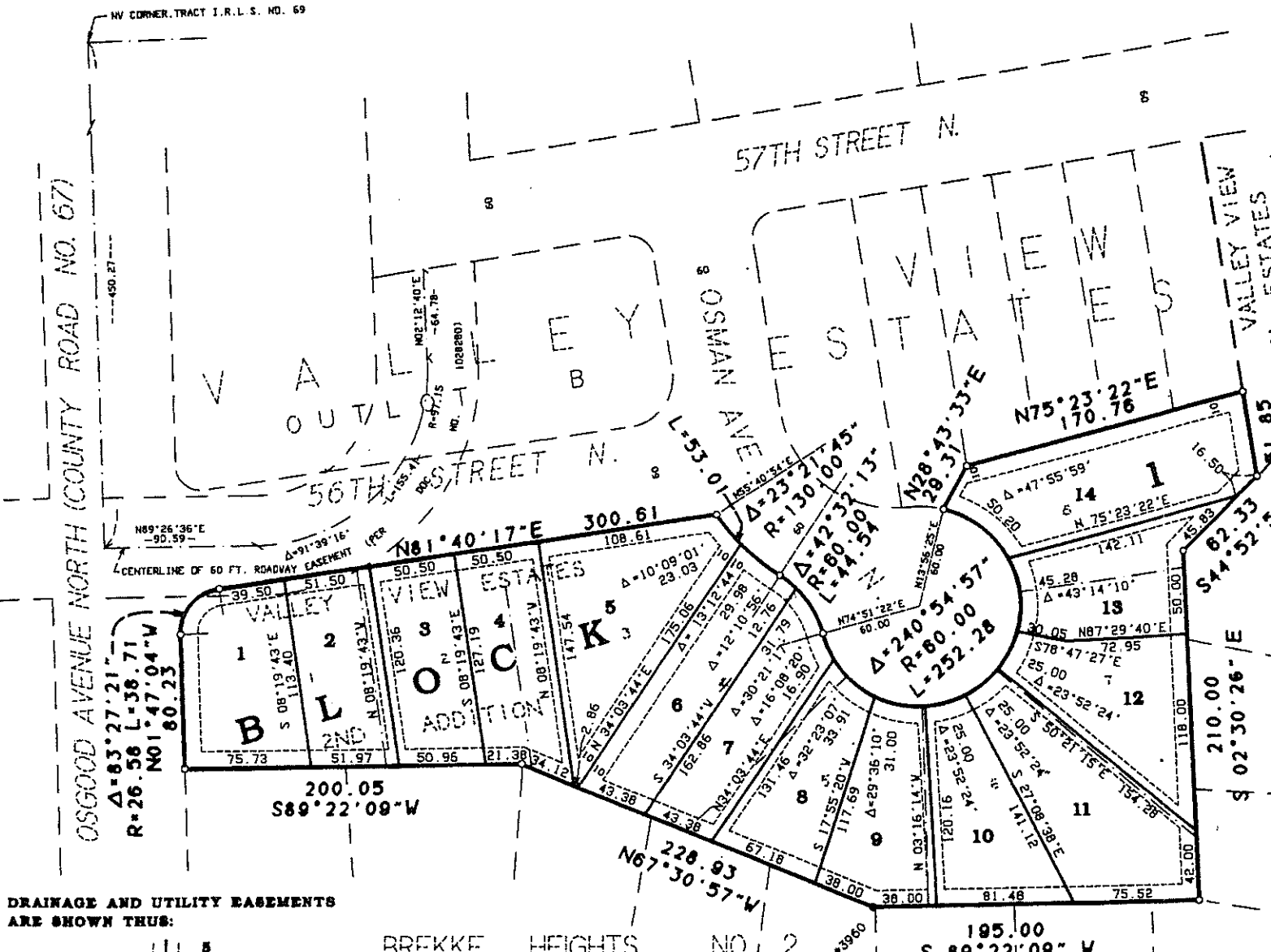
**VALLEY VIEW GARDEN HOMES WEST
CIC NO. 91**

**ALLOCATION OF
COMMON EXPENSE LIABILITIES AND VOTING RIGHTS**

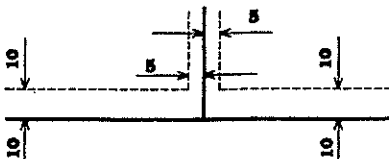
As provided in Section 51513.2-108 of the Minnesota Common Interest Ownership Act, this Declaration allocates the undivided interests in the Common Expense Liability and the Voting Rights to the Units on an equal basis, based upon the number of Units in the Association, provided, however, that a Common Expense assessment may be assessed against fewer than all Units as allowed under Section 5158.3-115(h)(2) of the Act. The Common Expense Liability and Voting Rights are allocated equally among the Units as follows:

<u>Unit</u>	<u>Fraction of Common Expense Liability</u>	<u>Portion of Votes in the Association</u>
Lot 1, Block 1, Valley View Estates 3rd, Addition	1/14	1/14
Lot 2, Block 1, Valley View Estates 3rd Addition	1/14	1/14
Lot 3, Block 1, Valley View Estates 3rd Addition	1/14	1/14
Lot 4, Block 1, Valley View Estates 3rd Addition	1/14	1/14
Lot 5, Block 1, Valley View Estates 3rd Addition	1/14	1/14
Lot 6, Block 1, Valley View Estates 3rd Addition	1/14	1/14
Lot 7, Block 1, Valley View Estates 3rd Addition	1/14	1/14
Lot 8, Block 1, Valley View Estates 3rd Addition	1/14	1/14
Lot 9, Block 1, Valley View Estates 3rd Addition	1/14	1/14
Lot 10, Block 1, Valley View Estates 3rd Addition	1/14	1/14
Lot 11, Block 1, Valley View Estates 3rd Addition	1/14	1/14
Lot 12, Block 1, Valley View Estates 3rd Addition	1/14	1/14
Lot 13, Block 1, Valley View Estates 3rd Addition	1/14	1/14
Lot 14, Block 1, Valley View Estates 3rd Addition	1/14	1/14

VALLEY VIEW ESTATES 3RD ADDITION



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET IN WIDTH AND ADJOINING STREET AND REAR LOT LINES AND 5 FEET IN WIDTH AND ADJOINING SIDE LOT LINES; UNLESS OTHERWISE SHOWN ON THIS PLAT.

FOR THIS PLAT THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 29, RANGE 20 IS ASSUMED TO BEAR NORTH 02 DEGREES 13 MINUTES 40 SECONDS WEST.

○ DENOTES 3/4 INCH BY 14 INCH IRON PIPE MONUMENT SET AND MARKED BY LICENSE NO. 30270

● DENOTES 1/2 INCH IRON PIPE MONUMENT FOUND AND MARKED AS SHOWN.

NO MONUMENT SHOWN AT ANY STATUTE REQUIRED LOCATION INDICATES A PLAT MONUMENT WHICH WILL BE SET AND IN PLACE WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT.

NOTE: ALL DRAINAGE AND UTILITY EASEMENTS AS DEDICATED ON LOTS 1-8, BLOCK 1, VALLEY VIEW ESTATES 2ND ADDITION, WERE VACATED PER CITY RESOLUTION NUMBER 96-06-18

KNOW ALL PERSONS BY THESE PRESENTS: That St. Croix Land Co., Inc., a Minnesota corporation, owner of, and Lake Elmo State Bank, a Minnesota corporation, mortgagee of the following described property, situated in the County of Washington, State of Minnesota, to wit:

Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 1, VALLEY VIEW ESTATES 2ND ADDITION, Washington County, Minnesota. Certificate of Title No. 47841 47842 47843 47844 47845 47846 47847 47848

Has caused the same to be surveyed and platted as VALLEY VIEW ESTATES 3RD ADDITION and does hereby dedicate the easements as shown on this plat for drainage and utility purposes only.

In witness whereof said St. Croix Land Co., Inc., a Minnesota corporation, has caused these presents to be signed by its property officer, said corporation has no corporate seal this 16th day of April, 1996.

ST. CROIX LAND CO., INC.
By: John J. Krongard
John J. Krongard, President

STATE OF MINNESOTA)
COUNTY OF) The foregoing instrument by John J. Krongard, President of St. Croix Land Co., Inc. a Minnesota corporation, on behalf of the corporation, was acknowledged before me this 16th day of April, 1996.

By: John J. Christensen
Notary Public, Washington County, Minnesota
My Commission Expires 1-31-2000

In witness whereof said Lake Elmo State Bank, a Minnesota corporation, has caused these presents to be signed by its proper officers, said corporation has no corporate seal, this 16th day of April, 1996.

LAKE ELMO STATE BANK
By: James A. Schaefer
James A. Schaefer, Sr. Executive Vice President
By: R. Scott Johnson
R. Scott Johnson, Assistant Vice President

STATE OF MINNESOTA)
COUNTY OF) The foregoing instrument by James A. Schaefer, Sr. Executive Vice President, and by R. Scott Johnson, Assistant Vice President of Lake Elmo State Bank, a Minnesota corporation, on behalf of the corporation, was acknowledged before me this 16th day of April, 1996.

By: John J. Christensen
Notary Public, Washington County, Minnesota
My Commission Expires 1-31-2000

I, Randy L. Kurth, do hereby certify that I have surveyed and platted the property described on this plat as VALLEY VIEW ESTATES 3RD ADDITION, that this plat is a correct representation of the survey; that all distances are correctly shown on the plat in feet and hundredths of a foot; that all monuments for the guidance of future surveys will be correctly placed in the ground as designated on the plat; that the outside boundary lines are correctly designated on the plat and that there are no wet lands as defined in MR 306.02, Subd 1, or public highways to be designated other than as shown.

By: Randy L. Kurth
Randy L. Kurth, Land Surveyor
Minnesota License No. 20270

STATE OF MINNESOTA)
COUNTY OF ANOKA) The above certificate subscribed and sworn to before me this 15th day of April, 1996, by Randy L. Kurth, Land Surveyor.

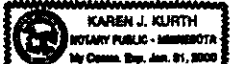
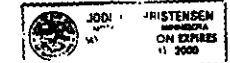
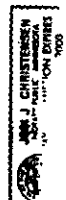
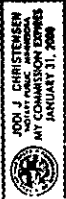
By: Karen J. Kurth
Notary Public, Anoka County, Minnesota
My Commission Expires January 31, 2000

Approved by the City Council of the City of Oak Park Heights, Minnesota this 14th day of April, 1996, and is in compliance with the provisions of Chapter 305.03, Subd. 2, Minnesota Statutes.

Signed: Barbara L. Walsh Mayor
Attest: Michael Johnston Administrator

Pursuant to Chapter 320, Laws of Minnesota, 1971, this plat has been approved this 25th day of June, 1996.

By: Lawrence S. Nyberg Washington County Surveyor
By: John B. Kraft City Manager



Receipt # 377321
Doc # 1249929 - Additional Certs

55469	62349	67219	67350	69708
69845	70714	71475	72074	73337
73851	75108			

Receipt:# 377321

AMD \$46.00
MEM \$260.00

Return to:
VALLEY VIEW WEST HOA
c/o KINGWOOD
MANAGEMENT
14520 61st Street Court North
Stillwater MN 55082

1249929



Certified Filed and/or recorded on:

10/13/2017 1:36 PM

1249929

Certificate #: 50703 52547

Office of the Registrar of Titles
Washington County, Minnesota
Jennifer Wagenius, Registrar of Titles

OCT 25 2017

(Above Space Reserved for Filing Data)

COMMON INTEREST COMMUNITY NO. 91
A Planned Community Development

VALLEY VIEW GARDEN HOMES WEST ASSOCIATION

FIRST AMENDMENT TO DECLARATION

This First Amendment to Declaration of Valley View Garden Homes West Association (the "Amendment") is made, effective on the date of recording of this Amendment, by Valley View Garden Homes West Association (the "Association"), a Minnesota nonprofit corporation, with the approval of the Owners of Units to which are allocated at least 67% of the total votes in the Association. Unless otherwise defined in this Amendment, the terms used in this Amendment shall have the meaning assigned to them in the Declaration.

RECITALS

WHEREAS, there is recorded in the office of the Registrar of Titles in and for Washington County, Minnesota, that certain Declaration of Valley View Garden Homes West Association, Common Interest Community No. 91, as Document No. 1053490 (the "Declaration"), and

WHEREAS, the Declaration affects the real property in Washington County, Minnesota, legally described on Exhibit A hereto (collectively the "Subject Property"), and

WHEREAS, the Association, with the required approval of the Owners, desires to amend the Declaration in accordance with the terms of this Amendment, and

WHEREAS, there are no Eligible Mortgagees for the Common Interest Community.

NOW, THEREFORE, the Association, with the approval of the Owners of Units to which are allocated at least 67% of the total votes in the Association, hereby makes this Amendment, in accordance with the requirements of the Declaration, and declares that this Amendment shall run with the Subject Property, that the Subject Property and all improvements thereon shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants

and restrictions set forth in the Declaration, as amended by this Amendment, and that the Declaration, as amended by this Amendment, shall be binding upon all Persons, and their successors (in title or otherwise) and assigns, having or acquiring any right, title, or interest in the Subject Property or in any portion thereof.

AMENDMENTS

1. **Subparagraph (c) of Section 1 of Article I** is hereby amended in its entirety to read as follows:

(c) LIMITED COMMON ELEMENTS. A portion of the Common Elements is hereby set aside and allocated for the exclusive use of one or more but fewer than all of the Units, in the manner set forth hereinafter in this Declaration, said areas to be known as "Limited Common Element. The Limited Common Elements allocated for the exclusive use of the respective Units are as follows: Shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, decks, patios, perimeter doors and windows, their frames and hardware, constructed as part of the original construction to serve a single unit or units, and authorized improvements, replacements and modifications thereof.

3. **Article II** is hereby replaced in its entirety to read as follows:

Section 1. Maintenance by Association and by Unit Owners. Except as otherwise required under the Act, the Association shall be responsible for lawn care, snow removal, and maintenance, repair and replacement of all Units and Common Elements except the following: (i) the area or space contained within the perimeter walls of each Unit; (ii) the interior Party Walls, including all paneling, tiles, wallpaper; paint or other finishing materials applied to interior surface of Party Walls; (ii) Limited Common Elements allocated exclusively to the units as defined in Article I of this Declaration; (iii) external air conditioning equipment; (iv) gutters; (v) and wild trees, shrubs, and vegetation. Each Unit Owner, as the term is defined in Section 5I5B.1-103(35) of the Act, shall be responsible for maintenance, repair and replacement of the items excepted above.

Section 2. Optional Maintenance by Association. In addition to the Maintenance described in this Article, the Association may, with the approval of Owners' fifty-one percent (51%) of votes cast in person or by proxy at an annual meeting or a special meeting called for such purposes, undertake to provide additional maintenance to the Common Elements or Units.

Section 3. Damage. If damage is inflicted on the Common Elements or any Unit through which access is taken, the Unit Owner responsible for the damage, or the Association, if it is responsible, is liable for the prompt repair thereof. Such Unit Owner's share of any expense for such damage may be assessed by the Association against such Unit Owner in the manner of an assessment under Article V hereof.

To the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply to the Party Walls. Subject to the provisions of this Article, the costs of reasonable repair and maintenance of Party Walls shall be shared equally by the Unit Owners who make use of the Party Walls, in proportion to such use is the extent not otherwise covered by insurance carried by the Association, if a Party Wall is damaged or destroyed by fire or other casualty, any Unit Owner who has used the Party Wall may restore it, and, if the Unit Owners

thereafter make use of the Party Wall; they shall contribute to the costs of restoration in proportion to such use, without prejudice, however, to the right of any such Unit Owners to require larger contribution or reimbursement from the other Unit Owners under any rule of law regarding liability for negligent or willful acts or omissions.

Notwithstanding any other provision of this Article, a Unit Owner who, by his negligent or willful act, causes the Party Wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements.

Each Unit Owner shall afford to the Association and the other Unit Owners, and to their agents or employees, access through his or her Unit and Limited Common Elements reasonably necessary for those purposes. In addition, the Association shall have a reasonable right of entry to and upon each Unit and its Limited Common Elements to effect emergency or other necessary repairs which the Unit Owner has failed to perform.

Section 4. Utility Easements. The Association, upon the vote of fifty-one (51%) of the members of its Board of Directors, but subject always to Section 515B.3-102(a)(9), shall also have the right to grant utility easements under, through or over the Common Elements which are reasonably necessary to the ongoing development and operation of the CIC. The rights of each Unit Owner and the Association to the Common Elements are subject to all matters appearing on the CIC Plat.

2. **Section 1 of Article III** is hereby amended by replacing the statutory reference lined out below with the statutory reference underlined in the reproduction of Section 1 below: Typo: s/b term is

Section 1. Common Expense Assessment. From and after the adoption of the budget and the levying expenses by the Association under Section 515B.3-115 of the Act, each Unit Owner covenants to pay common expense assessments (as the ~~tennis~~ used in Section 515B.2-108 of the Act). Common expense assessments shall be allocated among the Units in the manner set forth on Exhibit A. Pursuant to Section ~~515B.3-115(h)(2)~~ 515B.3-115(e)(2) of the Act, the Association may assess any common expense benefiting less than all of the Units against the Units benefited. Common expense assessments (other than special assessments) shall be payable monthly as provided in the Bylaws.

Except as modified or amended by this Amendment, the Declaration shall remain in full force and effect. Any conflict between the terms and conditions of this Amendment and the terms and conditions of the Declaration shall be resolved in favor of this Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Amendment on this 4th day of October, 2017.

VALLEY VIEW GARDEN HOMES WEST ASSOCIATION, a Minnesota non-profit corporation

By: Beth Selpo
Its: President

COMMON INTEREST COMMUNITY NO. 91
Condominium

VALLEY VIEW GARDEN HOMES WEST ASSOCIATION

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY AND VOTING RIGHTS

As provided in Section 515B.2-1.08 of the Minnesota Common Interest Ownership Act, this Declaration allocates the undivided interests in the Voting Rights to the Units on an equal basis, based upon the number of Units in the Association. The Voting Rights are allocated equally among the Units as follows:

<u>Unit</u>	<u>Portion of Votes in the Association</u>
Lot 1, Block 1, Valley View Estates 3rd Addition	1/14
Lot 2, Block 1, Valley View Estates 3rd Addition	1/14
Lot 3, Block 1, Valley View Estates 3rd Addition	1/14
Lot 4, Block 1, Valley View Estates 3rd Addition	1/14
Lot 5, Block 1, Valley View Estates 3rd Addition	1/14
Lot 6, Block 1, Valley View Estates 3rd Addition	1/14
Lot 7, Block 1, Valley View Estates 3rd Addition	1/14
Lot 8, Block 1, Valley View Estates 3rd Addition	1/14
Lot 9, Block 1, Valley View Estates 3rd Addition	1/14
Lot 10, Block 1, Valley View Estates 3rd Addition	1/14
Lot 11, Block 1, Valley View Estates 3rd Addition	1/14
Lot 12, Block 1, Valley View Estates 3rd Addition	1/14
Lot 13, Block 1, Valley View Estates 3rd Addition	1/14
Lot 14, Block 1, Valley View Estates 3rd Addition	1/14

**BYLAWS OF VALLEY VIEW GARDEN HOMES WEST
ASSOCIATION, A MINNESOTA NON-PROFIT CORPORATION**

ARTICLE I - NAME AND DATE OF INCORPORATION

Section 1. Name. The name of the corporation is Valley View Garden Homes West Association ("Association"). The Association is formed pursuant to Chapter 317A and Sections 515B.1-101 et seq., Minnesota Statutes, known respectively as the Minnesota Non-Profit Corporation Act and the Minnesota Common Interest Ownership Act (the latter being referred to herein as the "Act"), and laws amendatory thereof and supplemental thereto. The terms used in these Bylaws shall have the same meaning as they have in the Act, except as otherwise specified herein.

Section 2.. Date of Incorporation. The Articles of Incorporation of the Association were filed in the office of the Secretary of State of the State of Minnesota on May 24, 1996.

ARTICLE II - MEMBERSHIP AND VOTING

Section 1. Eligibility. The membership of the Association shall consist of the Unit Owners of the Units within Common Interest Community No. 91 (The"CIC") known as Valley View Garden Homes West, Washington County, Minnesota. Membership in the Association shall be appurtenant to, and shall not be separated from unit ownership in the CIC. A person shall cease to be a member of the Association at such time as the person ceases to be a Unit Owner of a Unit. Each Unit shall have one vote. Where there is more than one Unit Owner of a Unit, all of such Unit Owners shall be members of the Association and the vote allocated to that Unit in accordance with the Declaration and these Bylaws shall be cast as the Unit Owners among themselves may determine and signify in writing to the Association, but in no event shall more than one vote be cast with respect to any Unit nor shall the vote allocated to a Unit be split or otherwise cast separately by the Unit Owners. Where there is more than one Unit Owner of a Unit, the Unit Owners thereof shall notify the Secretary of the Association in writing of the name of the Unit Owner who has been designated to cast the vote attributable to that Unit on behalf of all of the Unit Owners of that Unit. If the Owners of a Unit cannot agree on the Unit Owner who is to be designated to cast the vote attributable to the Unit owned by such Owners, or on the manner in which such vote is to be cast, the Unit Owners shall submit such dispute to the Board of Directors of the Association. The Board of Directors shall resolve such dispute in the manner determined by the Board of Directors to be fair and equitable and such determination shall be binding on said Unit Owners. Membership in the Association shall automatically pass when the ownership of a Unit is transferred in any manner.

Section 2. Registration of Owner. It shall be the duty of each Unit Owner to register with the Secretary of the Association in writing (i) the name and address of such Unit Owner; (ii) the

nature and satisfactory evidence of such Unit Owner's interest or estate in a Unit; and (iii) the addresses at which such Unit Owner desires to receive notice of any duly called meeting of the Members. If a Unit Owner does not register as provided in this paragraph, the Association shall be under no duty to recognize the rights of such person hereunder, and shall not recognize such person's right to vote as provided herein, but such failure to register shall not relieve a Unit Owner of any obligation, covenant or restriction under the Declaration or these Bylaws. If there is more than one Unit Owner of a Unit, each must execute the registration as provided in this paragraph.

Section 3. Majority of Owners. As used in these Bylaws, the term "Majority of Owners" shall mean Owners holding 50% of the total number of votes in the Association.

Section 4. Proxies. Owners may execute a written proxy statement appointing a third party to cast the Owner's vote at an annual or special Association meeting. The Owner must file the proxy statement with the Association secretary before the appointed time of each meeting. A proxy statement shall be valid for a period of one year unless the proxy statement itself indicates that it is valid for a different period of time.

Section 5. Quorum. Except as otherwise provided in these Bylaws, the presence of a Majority of Owners eligible to vote, in person or by written proxy statements, shall constitute a quorum.

Section 6. Place of Meetings. Meetings of the Association shall be held at the office of the Association or such other suitable place convenient to the Owners as the Board may designate.

Section 7. Annual Meetings. The first annual meeting of the Association shall be held on the second Tuesday in September, 1996. Thereafter, the annual meetings of the Association shall be held on the second Tuesday in January of each succeeding year or at such other time and place as the Board of Directors may, from time to time reasonably determine. At each annual meeting, the Owners shall elect one or more Directors in accordance with the requirements of the Bylaws. The Owners may also transact such other business of the Association as may properly come before them. *Amended*

Section 8. Special Meetings. The Association president shall call a Special meeting of the Owners if:

- (a) The Board adopts a resolution directing the president to call a special meeting;
- (b) A Majority of the Owners execute and present to the Association's secretary a petition requesting a special meeting of the Owners; or
- (c) A duly authorized representative of the Federal Housing Administration ("FHA") or the U.S. Department of Veterans Affairs ("VA") makes a written request that the Association call a special meeting of the members.

No business shall be transacted at a special meeting except as stated in the notice provided pursuant to Section 9 unless four-fifths (4/5) of the Owners present in person or by proxy consent to the transaction of additional business.

Section 9. Notice of Meetings. It shall be the duty of the secretary to mail a notice of each annual or special meeting to each Owner of record, at least 21 days prior to such meeting for annual meeting and at least 7 days prior to such meeting for special meetings, but not more than 30 days prior to such meeting. The mailing of a notice in the manner provided in this section shall be considered notice served. Notices of all meetings shall be mailed to the director of the local office of the FHA and VA, if applicable. The notice shall state the purpose of the annual or special meeting; the time and place where the annual or special meeting shall be held; and shall include a complete agenda for the annual or special meeting.

Section 10. Adjourned Meetings. If any meeting of Owners cannot be organized for lack of a quorum, a majority of the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called and this process may be continued until a quorum can be obtained.

Section 11. Order or Business. The order of business at all annual meetings of the Owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of FHA and or VA representative, if present.
- (f) Report of committees.
- (g) Election of inspectors of election.
- (h) Election of directors.
- (i) Unfinished business.
- (j) New business.

ARTICLE III - BOARD OF DIRECTORS

Section 1. Declarant Control. The Declarant shall designate the Association's initial Board of Directors (The "Board"). The Declarant shall also have the right to designate and select successors to the initial directors as may be required from time to time. Except as provided below, the Declarant shall control the Board of Directors for five years from the date of the filing of the Declaration. The period of Declarant control will terminate before the expiration of the five-year period only upon Declarant's voluntary surrender of control to the Owners or sixty (60) days after the date Declarant has conveyed 75% of the Units to Owners other than a Declarant. During the 60-day period referenced above, the Owners shall elect a new Board at an annual meeting or at a special meeting called for that purpose. Sixty days after the date Declarant has conveyed 50% of the Units to Owners other than a Declarant, Owners other than Declarant shall elect not less than 33-1/3% of all the members of the Board at an annual meeting or at a special meeting called for that purpose. In determining whether the period of Declarant control has terminated or whether Owners other than Declarant are entitled to elect members of the Board, the percentage of the Units which Declarant has conveyed is presumed to be that percentage which would have been conveyed if all of the Units which Declarant has built or reserved the right to build in the Declaration were included in the CIC. Since Declarant has reserved the right to add the Additional Real Estate to the CIC, the number of Units conveyed must be divided by the total number or Units which may be added (including initial units) to the CIC twenty-four (24) Units to determine if Declarant has sold the requisite percentage of Units to Owners other than Declarant.

Section 2. Number and Qualifications. The Board shall consist of three members until such time as the Association holds the election required after 50% of the Units have been conveyed to Owners other than a Declarant. After that election, Board shall consist of five (5) directors. The Declarant shall select three of the directors, and the Owners shall elect two of the directors. After 75% of the Units have been conveyed to Owners other than Declarant, the Owners shall elect all five members of the Board. ~~Each member of the Board, unless selected by Declarant under Section 1 above, shall be one of the Owners and shall reside in the CIC;~~ provided, however, that if an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership or other legal entity, or beneficiary of such trust, may serve as a director if such agent or beneficiary, unless an agent of the Declarant, also resides in the CIC. *Amended*

Section 3. Election and Terms of Office. At the first annual meeting of the Association following termination of Declarant control, the term of office of two directors shall be fixed for three (3) years. The term of office of two directors shall be fixed at two (2) years, and the term of office of one director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective director, the director's successor shall be elected to serve a three-year term, Directors take office upon election and hold office until successor directors are elected and hold their first meeting.

Section 4. Vacancies. Except as provided below, a majority of the remaining directors shall vote to fill vacancies on a Board even though the remaining directors may constitute less than a quorum. Each director so elected shall be a director until the Owners elect a successor at the next annual meeting of the Association. The Declarant may appoint a director to fill a vacancy which

occurs on the Board during a period of Declarant control. If a Majority of Owners remove a director pursuant to Section 5, the Owners shall elect a director to replace the director removed.

Section 5. Removal of Directors. A Majority of Owners may with or without cause, remove a director whom the Owners elect, but not a director whom the Declarant appoints, at any annual or special meeting duly called, and the Owners shall immediately elect a successor to fill the vacancy created. If the Owners propose the removal of a director, the director shall be given an opportunity to be heard before a vote is taken on the director's removal.

Section 6. Organizational Meeting. The first meeting of a newly elected Board shall be held within ten (10) days of election at such place as the directors shall determine at the meeting at which the directors were elected. No notice shall be necessary to the newly elected directors in order legally to constitute such meeting, provided a majority of the Board is present at the meeting.

Section 7. Regular Meeting. The Board may hold regular meetings at the time and place as a majority of the directors shall determine. At least two regular meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each director, personally or via mail, telephone or telegraph, at least three (3) days prior to the date of the meeting.

Section 8. Special Meeting. The president may call special meetings of the Board on three (3) days' notice to each director. The notice shall be given personally or via mail, telephone or telegraph, and shall state the time, place and propose of the meeting. The president shall call a special meeting of the Board upon the written request of at least two (2) directors.

Section 9. Waiver of Notice. Before or at any meeting of the Board, any director may, in writing, waive notice of the meeting and the written waiver shall be deemed equivalent to the giving of notice. A director's attendance at any meeting of the Board shall constitute the director's waiver of notice of the meeting. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting and reschedule the meeting with proper notice and for a time which is within thirty (30) days of the originally scheduled meeting. At any such rescheduled meeting, any business which might have been transacted at the meeting as originally called may be transacted.

Section 11. Electronic Meetings. A conference among directors via any means of communication through which the participants may simultaneously hear each other during the conference constitutes a meeting of the Board if the same notice is given of the conference as would be required for a meeting, and if the number of persons participating in the conference would be sufficient to constitute a quorum at the meeting. The participation in the meeting by that means constitutes a directors presence, in person, at the meeting.

Section 12. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things except those which the Association is not authorized to or is prohibited from delegating to the Boards. The powers and duties of the Board acting on behalf of the Association shall include, but shall not be limited to, the following:

- (a) Adopting and amending Rules and Regulations governing the use of the Common Elements or the Units;
- (b) Adopting and amending budgets of revenues, expenditures and reserves and collecting assessments for Common Expenses from Owners;
- (c) Hiring and terminating managing agents and other employees, agents and independent contractors;
- (d) Instituting, defending or intervening in litigation or administrative proceedings in the name of and on behalf the Association or two or more Owners on matters affecting the CIC and, under appropriate circumstances to commence any and all legal or equitable actions to enforce the provisions of the Declaration, Bylaws and Rules and Regulations of the Association.
- (e) Regulating the use (including prohibiting use), maintenance, repair, replacement and modification of Common Elements;
- (f) Causing improvements to be made as a part of the Common Elements;
- (g) Granting leases, licenses and concessions not to exceed one year and utility easements through or over the Common Elements; provided, however, that after conveyance to Owners other than the Declarant of Units to which more than 50% of the voting power is allocated, the Association may by resolution at a meeting of the Owners duly called grant leases, licenses and concessions in excess of one year and easements through or over the Common Elements;
- (h) Imposing and receiving any payments, fees or charges for the use, rental or operation of the Common Elements other than Limited Common Elements;

- (I) Imposing reasonable charges including reasonable costs and attorneys' fees for the evaluation, preparation and recordation of Amendments to the Declaration, resale certificates or statements of unpaid assessments;
- (j) Providing for the indemnification of directors and officers and maintaining directors' and officers' liability insurance;
- (k) Imposing charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws and Rules and Regulations of the Association;
- (l) Opening bank accounts on behalf of the Association and designating the signatories required therefor;
- (m) Purchasing, leasing or otherwise acquiring Units offered for sale or lease or surrendered by their Owners to the Association in the name of the Association, of its designee, corporate or otherwise, on behalf of all Owners;
- (n) Purchasing Units at foreclosure or other judicial sales in the name of the Association, or its designee, corporate or otherwise, on behalf of all Owners;
- (o) Selling, leasing, mortgaging or otherwise dealing with Units acquired by, and subleasing Units leased by the Association or its designee, corporate or otherwise, on behalf of all Owners;
- (p) Organizing corporations to act as designees of the Association in acquiring title to or in leasing of Units on behalf of all Owners;
- (q) Obtaining insurance for the CIC, including the Units pursuant to the provisions of the Declaration;
- (r) Making repairs, additions and improvements to the property and repairs to and restoration of the CIC in accordance with the other provisions of the Declaration and these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;
- (s) Commencing appropriate legal action for collection of Common Expenses as hereinafter provided;
- (t) Making improvements and replacements to the CIC of a cost not to exceed \$25,000 per improvement or \$50,000 for all improvements or replacements over a twelve-month (12) period without further approval of a Majority of the Owners attending (personally or by proxy) at a meeting called for such purpose;

- (u) Approval of all payment vouchers by an officer of the Association, or, if authorized by the Board, by the managing agent;
- (v) Preparing the annual report to the Owners;
- (w) Preparing all certificates required in connection with the re-sale of Units;
- (x) Settling all disputes, claims, controversies or litigation with or against Declarant, general contractors, subcontractors, architects and/or engineers relating to or arising from the construction, maintenance or operation of the Common Elements or matters common to two or more Units;
- (y) Exercising any other powers conferred by state law, the Declaration or Bylaws.

Section 13. Managing Agent. The Board may employ a managing agent for the Association at a compensation to be established by the Board, to perform such duties and services as the Board shall authorize and direct.

ARTICLE IV – OFFICERS

Section 1. Designation. The principal officers of the Association are to be a president, a vice president and a secretary-treasurer. The Board shall elect officers. The president, vice president and ~~secretary-treasurer~~ shall be directors. The directors may appoint an assistant treasurer and an assistant secretary and such other officers as in their judgment may be necessary. *Amended*

Section 2. Election of Officers. The Board shall elect the officers of the Association annually at the organizational meeting of each new Board. Officers shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. A majority of the directors may, by affirmative vote, remove any officer either with or without cause. The Board shall elect a successor at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4. President. The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and the Board. He or she shall have all of the general powers and duties which are usually vested in the president of a Minnesota non-profit corporation including, but not limited to, the power to appoint committees from among the Owners from time to time as he or she may in his or her discretion decide are appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The vice president shall take the place of the president and perform his or her duties whenever the president shall be absent or unable to act. If neither the

president nor the vice president is able to act, the Board shall appoint to act as president on an interim basis. The vice president shall also perform such other duties as the Board may improve on him or her.

Section 6. Secretary-Treasurer. The secretary-treasurer shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association. He or she shall have charge of such books and papers as the Board may direct; shall, in general, perform all the duties incident to the office of secretary; shall have responsibility for Association funds and securities; shall keep full and accurate accounts of all receipts and disbursements in books belonging to the Association; shall be responsible for depositing all monies and other valuable effects in the name and to the credit of the Association in such depositories as the Board may from time to time designate. *Amended*

ARTICLE V - BUDGET AND ASSESSMENTS

Section 1. Initial Budget. Before the conveyance of the first Unit to a purchaser other than a Declarant, the Board shall adopt an initial budget containing an estimated cash requirement for the expenses of the Association for the period commencing with the first day of the month in which the sale of the first Unit is closed and ending on December 31 of the calendar year in which such sale occurs.

Section 2. Annual Budget. For each calendar year after the year in which the first Unit is sold to a purchaser other than a Declarant, the Board shall create an annual budget estimating the amount necessary to pay the cost of wages, materials, insurance, services and supplies and other expenses of the Association including unpaid assessments from the current or past year and the amount which the Board reasonably determines is necessary for a reserve for contingencies and replacements. On or before November 1 of each year, the Board shall provide each Owner with a proposed annual budget for the next calendar year. The proposed budget shall state the estimated amount needed to operate the Association, with reasonable itemization thereof, and shall state the amount of the projected annual assessment for the Owner's Unit. Each December, the Board shall adopt an annual budget for the following year. If additional Units are added to the CIC under the terms of the Declaration, the Board may adjust the annual budget and payments required thereunder to reflect such additional Units and increased Common Expenses, if any. *Amended date report due to November 30*

Section 3. Annual Assessments. Before the first Unit is sold to a purchaser other than a Declarant and on or before January 1st of each year thereafter, the Board shall assess the amount of the estimated cash requirement contained in the annual budget against the individual Units according to the Common Expense Liability assigned to each Unit in Exhibit "A" of the Declaration. The full amount of each individual Unit's share of the assessment shall be a lien against that individual Unit and the joint and several, personal obligation of Owner(s) of that individual Unit as of January 1 of the year of assessment. On the first day of each month of each year, the Owner(s) of each Unit shall pay to the Board or as the Board may direct 1/12 of the annual assessment for the Owner(s)' Unit.

Owners shall pay monthly installments of annual assessments, in full, without set-off for claims which the Owners may assert against the Association.

Section 4. Special Assessments. In addition to the annual assessments levied on or before January 1 of each year, the Board may levy special assessments at such other and additional times as the Board, in its sole judgment, determines are appropriate to meet the financial needs of the Association. Such special assessments shall be levied in the same manner as annual assessments and shall be due and payable as the Board determines. Owners shall pay special assessments as the Board determines without set-off for claims which the Owners may assert against the Association. The Board may not levy special assessments in any one calendar year in excess of \$5,000 without the approval of a Majority of Owners. Such approval may be solicited in writing at the annual meeting of the Owners or at a special meeting of the Owners called for that purpose.

Section 5. Failure to Prepare Budget. The failure of the Board to prepare a proposed or final annual budget or to deliver either to an Owner shall not constitute a waiver or release in any manner of the Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any proposed or final budget the Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until a new annual budget is mailed or delivered to the Owner.

ARTICLE VI - REPORTS AND CERTIFICATES

Section 1. Annual Reports. The Association shall prepare and distribute to each Owner an annual report on or before ~~April 1st of each year~~. The annual report shall contain, at a minimum, the following: *Amended date due to on or befor annual meeting date*

- (a) A statement of any capital expenditures in excess of the greater of 2% of the current budget or ~~\$5,000,000~~, which the Board anticipates during the current year or succeeding two fiscal years; *Amended- corrected \$ amount typo*
- (b) A statement of the status and amount of any reserve or replacement fund and that portion of the fund which the Board has designated for any specified project;
- (c) A copy of the statement of financial condition for the Association for the last fiscal year;
- (d) A statement of the status of any pending suits or judgments to which the Association is a party;
- (e) A statement of the insurance coverage provides;
- (f) A statement of any unpaid annual or special assessments identifying the Unit number and the amount of the unpaid assessment;

(g) An itemized accounting of the Common Expenses actually incurred in the preceding calendar year, including amounts used to fund reserves, and the amount of the annual and special assessments actually collected in the preceding calendar year.

Section 2. Resale of Units. The Association shall comply with all requirements of the Act relating to certificates regarding resale of Units which shall contain the following:

- (a) A statement disclosing any right of first refusal or other restraint on the free alienability of the Unit contained in the Declaration, Bylaws, Rules and Regulations or any amendment thereof;
- (b) A statement setting forth the amount of periodic installments of Common Expense Assessments and special assessments and any unpaid Common Expense or special assessment currently payable;
- (c) A statement of any other fees which Owners must pay;
- (d) A statement of any capital expenditures which the Association has approved for the current and next succeeding two (2) fiscal years;
- (e) A statement that a copy of the CIC Plat and any amendments thereof are available in the office of the Association for inspection;
- (f) A statement of the amount of any reserves for capital expenditures and of any portions of those reserves which the Association has designated for any specified projects;
- (g) The most recent regularly prepared balance sheet and income and expense statement, if any, of the Association;
- (h) The current budget of the Association;
- (i) A statement of any judgments against the Association and the status of any pending suits to which the Association is a party;
- (j) A statement describing any insurance coverage provided for the benefit of Unit Owners.

ARTICLE VII - AMENDMENTS TO BYLAWS

Subject to the terms of the Declaration, the members of the Association may amend these Bylaws at an annual meeting or at a special meeting called for that purpose. To be effective, the Owners of at least 67% of the Units and the holders of first mortgages on at least 67% of the Units

subject to first mortgages (each mortgage having one vote per Unit financed) must vote in favor of the amendment in person or by written proxy, and the Association must record the amendment in the appropriate county land records. During the period that the Declarant is in control of the Association, the Bylaws may not be amended without the prior written consent of the VA. *Amended*

ARTICLE VIII – NOTICES

Section 1. Notice of Change of Resident. If the Owner is not residing in the Owner's Unit, the Owner shall promptly notify the Association through the managing agent, if any, or the president if there is no managing agent, of the name of the resident of the Owner's Unit; the address of the Owner's new residence or corporate or partnership offices, as the case may be; and the Owner's current mailing address, and the Association shall maintain such information in a record book.

Section 2. Notice to Association. An Owner who mortgages his Unit shall notify the Association through the Managing agent, if any, or the president in the event there is no managing agent, of the name and address of his mortgagee; and the Association shall maintain such information in a record book.

Section 3. Notice of Unpaid Assessments. The Association shall at the written request of a mortgagee of a Unit report any unpaid assessments due from the Owner of such Unit.

ARTICLE IX – INDEMNIFICATION

Section 1. General. Subject to Section 2 hereof, the Association shall indemnify each person who is or was a director, officer, Member of any committee which the Board of Directors forms, or serving the Association as the Association's appointed representative to some other corporation or legal entity for actions which the person takes or decisions which the person makes on behalf of the Association, as set forth in Section 31 of the Declaration.

Section 2. Limitation on Indemnification. Indemnification pursuant to Section 1 of Article X hereof, shall be for the sole and explicit benefit of the persons expressly identified therein and no other person, corporation or legal entity of whatever nature shall have any rights thereunder by way of voluntary or involuntary assignment, subrogation or otherwise.

Section 3. Insurance. To the extent reasonably available, the Association shall maintain and pay for a contractual liability endorsement to the Association's liability insurance policy to insure its obligations under Section I of this Article IX.

ARTICLE X – COMPLIANCE

These Bylaws are set forth to comply with the requirements of the Act and the Declaration. In case any of these Bylaws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the Act will apply unless expressly stated otherwise.

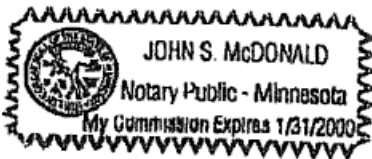
The foregoing Bylaws of the Valley View Garden Homes West Association, a Minnesota non-profit corporation, were adopted by action of its Board of Directors on the 26th day of June 26, 1996.

By *John J. Kenward*
Its President

By *Susan K. Kenward*
SKC
Its Secretary-Treasurer

STATE OF MINNESOTA)
)ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 26th day of JUNE, 1996, by John J. Kenward and Susan K. Kenward, the President and Secretary-Treasurer of Valley View Garden Homes West Association, a Minnesota non-profit corporation, on behalf of the corporation.



John S. McDonald
Notary Public

This Instrument was drafted by:

LAWSON, MARSHALL, McDONALD
& GALOWITZ, P.A.
3880 Laverne Avenue North
Lake Elmo, Minnesota 55042
Telephone: (612) 777-6960
JSM

Receipt # 377321
Doc # 1249930 - Additional Certs

Receipt:# 377321
BYL \$46.00
MEM \$260.00

1249930



Certified Filed and/or recorded on:

10/13/2017 1:36 PM

1249930

Certificate #: 50703 52547

Office of the Registrar of Titles
Washington County, Minnesota
Jennifer Wagenius, Registrar of Titles

55469	62349	67219	67350	69708
69845	70714	71475	72074	73337
73651	75108			

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c/o KINGWOOD
MANAGEMENT
14520 61st Street Court North
Stillwater MN 55082

(Above Space Reserved for Filing Data)

OCT 25 2017

COMMON INTEREST COMMUNITY NO. 91
A Planned Community Development

VALLEY VIEW GARDEN HOMES WEST ASSOCIATION

FIRST AMENDMENT TO BYLAWS

This First Amendment to Bylaws of Valley View Garden Homes West Association (the "Amendment") is made, effective on the date of recording of this Amendment, by Valley View Garden Homes West Association (the "Association"), a Minnesota nonprofit corporation, with the approval of the Owners of Units to which are allocated at least 67% of the total votes in the Association. Unless otherwise defined in this Amendment, the terms used in this Amendment shall have the meaning assigned to them in the Declaration of the Valley View Garden Homes West Association.

RECITALS

WHEREAS, there is recorded in the office of the Registrar of Titles in and for Washington County, Minnesota, that certain Bylaws of Valley View Garden Homes West Association, a Minnesota Non-Profit Corporation, as Document No. 1053491 (the "Bylaws"), and

WHEREAS, the Association, with the required approval of the Owners, desires to amend the Bylaws in accordance with the terms of this Amendment, and

WHEREAS, there are no Eligible Mortgagees for the Common Interest Community.

NOW, THEREFORE, the Association, with the approval of the Owners of Units to which are allocated at least 67% of the total votes in the Association, hereby makes this Amendment, in accordance with the requirements of the Bylaws, and declares that this Amendment shall run with the Subject Property, that the Subject Property and all improvements thereon shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants and restrictions set forth in the Bylaws, as amended by this Amendment, and that the Bylaws, as amended by this Amendment, shall be binding upon all Persons, and their successors (in title or otherwise) and assigns, having or acquiring any right, title, or interest in the Subject Property or in any portion thereof.

AMENDMENTS

1. **Section 7 of Article II** is replaced in its entirety to read as follows:

Section 7. Annual Meetings. An annual meeting of the Owners shall be held in each fiscal year on a date, and at a reasonable time and place, designated by the Board of Directors. At each annual meeting, the Owners shall elect one or more Directors in accordance with the requirements of the Bylaws. The Owners may also transact such other business of the Association as may properly come before them.

2. **Section 2 of Article III** is hereby amended in its entirety to read as follows:

Section 2. Number and Qualifications. The Board of Directors shall be composed of five (5) directors, a majority of whom shall be Owners, or a duly authorized representative of the Owner if the Owner is a corporation, partnership, trust or other entity which has the capacity to hold title to real estate.

3. **Section 1 of Article IV** is hereby amended in its entirety to read as follows:

Section 1. Designation. The principal officers of the Association are to be a president, a vice president, a secretary, and a treasurer. The Board shall elect officers. The president, vice president, secretary, and treasurer shall be directors. A person may hold more than one office simultaneously, except those of President and Vice President. The directors may appoint an assistant treasurer and an assistant secretary and such other officers as in their judgment may be necessary.

4. **Section 6 of Article IV** is hereby amended in its entirety to read as follows:

Section 6.1. Secretary. The Secretary shall be responsible for recording the minutes of all meetings of the Board of Directors and the Association. The Secretary shall be responsible for keeping the books and records of the Association and shall give all notices required by the Governing Documents or the Act unless directed otherwise by the Board of Directors. The Board of Directors may delegate the Secretary's administrative functions to a managing agent, provided that such delegation shall not relieve the Secretary of the primary responsibility for the Secretary's duties.

Section 6.2. Treasurer. The Treasurer shall have responsibility for all financial assets of the Association, and shall be covered by a bond or insurance in such sum and with such companies as the Board of Directors may require. The Treasurer shall be responsible for keeping the Association's financial books, assessment rolls and accounts. The Treasurer shall cause the books of the Association to be kept in accordance with customary and accepted accounting practices and shall submit them to the Board of Directors for its examination upon request. The Treasurer shall cause all moneys and other monetary assets of the Association to be deposited in the name of or to the credit of the Association in depositories designated by the Board of Directors, shall cause the funds of the Association to be disbursed as ordered by the Board of Directors and shall perform all other duties incident to the office of Treasurer. The Board of Directors may delegate the Treasurer's administrative functions to a managing agent, provided that such delegation shall not relieve the Treasurer of the primary responsibility for the Treasurer's duties.

5. **Section 2 of Article V** is hereby amended by replacing November 1 with November 30 as indicated by the lined out text and added underlined text in the reproduction below:

Section 2. Annual Budget. For each calendar year after the year in which the first Unit is sold to a purchaser other than a Declarant, the Board shall create an annual budget estimating the amount necessary to pay the cost of wages, materials, insurance, services and supplies and other expenses of the Association including unpaid assessments from the current or past year and the amount which the Board reasonably determines is necessary for a reserve for contingencies and replacements. On or before November 4 ~~30~~ of each year, the Board shall provide each Owner with a proposed annual budget for the next calendar year. The proposed budget shall state the estimated amount needed to operate the Association, with reasonable itemization thereof, and shall state the amount of the projected annual assessment for the Owner's Unit. Each December, the Board shall adopt an annual budget for the following year. If additional Units are added to the CIC under the terms of the Declaration, the Board may adjust the annual budget and payments required thereunder to reflect such additional Units and increased Common Expenses, if any.

6. **Section 1 of Article VI** is hereby amended with deleting the text lined out and adding the underlined text in the reproduction below as follows:

Section 1. Annual Reports. The Association shall prepare and distribute to each Owner an annual report ~~on~~ at or before ~~April 1st~~ the Annual Meeting of each year. The annual report shall contain, at a minimum, the following:

- (a) A statement of any capital expenditures in excess of the greater of 2% of the current budget or ~~\$5,000,000~~ \$5,000, which the Board anticipates during the current year or succeeding two fiscal years;

7. **Article VII** is hereby replaced in its entirety to read as follows:

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

Section 1. Approval. The amendment must be approved by Owners who have authority to cast in excess of fifty (50%) of the total votes in the Association, in writing or at a duly held meeting of the Owners, subject to any approval rights of Eligible Mortgagees and Declarant as provided in the Declaration; and

Section 2. Notice. A copy of the proposed amendment and, if a meeting is to be held, notice of such meeting, shall be mailed by U.S. mail, or hand delivered, to all Owners authorized to cast votes; and

Section 3. Effective Date; Recording. The amendment shall be effective on the date of approval by the required vote of the Owners and need not be recorded. If recorded, the amendment shall be recorded in the office of the recording officer for the county in which the Property is located.

Except as modified or amended by this Amendment, the Bylaws shall remain in full force and effect. Any conflict between the terms and conditions of this Amendment and the terms and conditions of the Bylaws shall be resolved in favor of this Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Amendment on this 4th
day of October, 2017.

VALLEY VIEW GARDEN HOMES WEST
ASSOCIATION, a Minnesota non-profit
corporation

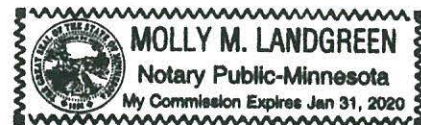
By: Beth Selfe
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 4th day of October 2017, by
Beth Selfe, the President of Valley View Garden Homes West Association, a
Minnesota nonprofit corporation, on behalf of the corporation.

Molly M. Landgreen
Notary Public

THIS INSTRUMENT WAS
DRAFTED BY:
Beth Selfe
14793 Upper 56th St. N.
Oak Park Heights, MN 55082
(651)342-1031



COMMON INTEREST COMMUNITY NO. 91
A Planned Community Development

VALLEY VIEW GARDEN HOMES WEST ASSOCIATION

FIRST AMENDMENT TO BYLAWS

AFFIDAVIT OF SECRETARY

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The undersigned, who is the Secretary of Valley View Garden Homes West Association (the "Association"), a Minnesota nonprofit corporation, being first duly sworn on oath, hereby swears and certifies that the Association's Board of Directors, and the Owners of Units to which are allocated at least 67% of the total votes in the Association, approved the First Amendment to Bylaws of Valley View Garden Homes West Association (the "Amendment") to which this Affidavit is attached, all pursuant and in accordance with the requirements of the Bylaws of Valley View Garden Homes West Association, for Washington County, Minnesota, (the "Bylaws"). The undersigned also hereby swears and certifies that there are no Eligible Mortgagees for the Common Interest Community. The terms in this Affidavit shall have the meaning assigned to them in the Bylaws, unless otherwise defined in this Affidavit. This Affidavit is prepared pursuant to Section 515B.1-116(d) of the Act.

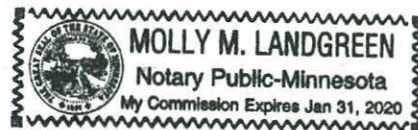

Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

This instrument was sworn to before me this 4th day of October, 2017,
by Marcia Nelson, the Secretary of Valley View Garden Homes West Association, a Minnesota nonprofit corporation, on behalf of said corporation.


Notary Public

THIS INSTRUMENT WAS
DRAFTED BY:
Beth Selfe
14797 Upper 56th St. N.
Oak Park Heights, MN 55082
(651) 342-1031



VALLEY VIEW GARDEN HOMES
WEST ASSOCIATION

RULES AND REGULATIONS

APRIL 2020

VALLEY VIEW GARDEN HOMES WEST ASSOCIATION

RULES AND REGULATIONS

Contents

SECTION 1 - ASSOCIATION DOCUMENTS 3

SECTION 2 - DEFINITIONS 3

SECTION 3 - MONTHLY & SPECIAL ASSESSMENT FEES 4

SECTION 4 - INSURANCE 5

SECTION 5 - MAINTENANCE 5

SECTION 6 - EXTERIOR IMPROVEMENTS 5

SECTION 7 - OUTDOOR DECORATIONS 6

SECTION 8 - STORAGE 7

SECTION 9 - PETS 7

SECTION 10 - TRASH PICKUP SERVICES 7

SECTION 11 - GARAGE AND PARKING 8

SECTION 12 - RENTAL OF UNITS 8

SECTION 13 - RESIDENTIAL USE OF UNIT 9

SECTION 14 - CHANGE OF RESIDENCE 9

SECTION 15 - SALE OF UNITS 9

SECTION 16 - SIGNS 9

SECTION 17 - RECREATIONAL FIRES AND GRILL USE 9

SECTION 18 - DISTURBANCES 9

SECTION 19 - COMPLIANCE 10

SECTION 20 - COMPLAINT PROCEDURES 10

SECTION 21 - ENFORCEMENT PROCEDURES 10

SECTION 22 - RULES AND REGULATIONS CHANGES 10

APPENDIX A – MAINTENANCE RESPONSIBILITIES 12

APPENDIX B – LAWN CARE AND SNOW REMOVAL SERVICES 13

APPENDIX C – CITY OF OAK PARK HEIGHTS PET ORDINANCES 16

APPENDIX D – STATE RECREATIONAL FIRE AND GRILL USE FIRE CODE 24

Maintenance Request Form 25

Request for Exterior Improvement Approval 26

SECTION 1 - ASSOCIATION DOCUMENTS

- **Act**

Section 515B of the state law that governs homeowners' associations. Explains in general terms what an association must do, can do, or cannot do.

- **Articles**

Articles of Incorporation filed with the Secretary of State. This document created the Association as a legal entity. Information includes the Association's correct name, the date the Association was formed, the names of persons that initially created the Association, and the state laws the legal entity must follow.

- **Declaration**

Declaration of Common Interest Community and often called Covenants, Conditions, and Restrictions (CC&Rs). This document creates a "contract" between the Association and individuals that buy units in the Association. Information includes a description of the lots and property included in the Association and lays out the responsibilities of the Association and Homeowners. It includes what the Association can or cannot do, as well as, what Homeowners can or cannot do. When individuals purchase a unit in the Association, they are agreeing to abide by this document's requirements and all other Association documents' rules and policies. The Board of Directors must also comply with all requirements and cannot deviate or change the requirements. Only Homeowners can change this document with a 67% approval vote.

- **Bylaws**

This document lays out how the Association is to administer the business of the Association. It describes, in general terms, the procedures and mechanics of the Association management and decision-making and includes, but not limited to, the following: authority, duties and responsibilities of officer and director positions and how positions are filled; meeting and notice requirements; voting requirements; and the methods of record-keeping and reporting. The Board of Directors must comply with all requirements stated and cannot deviate or change the requirements. Only Homeowners can change this document with a 67% approval vote.

51%

Typo

- **Rules and regulations**

This document supplements the Articles, Declaration, and Bylaws. It provides policies and resolutions to issues that are not addressed in the other Association documents and clarifies or provides greater detail to requirements and processes specified in the other Association documents. The Board of Directors has full authority to add, revise, or eliminate rules or regulations, as long as, the rule or regulation does not violate or conflict with any requirement specified in the Act, Articles, Declaration or Bylaws and is not illegal.

SECTION 2 - DEFINITIONS

- **Common Interest Community.** Legal term meaning "homeowners' association" and the property included in that association.
- **Common Elements.** As defined in the Association's Declaration, means all portions of the Association except what is considered as the "Unit". State HOA law further defines common elements as portions of the community used by or serves all unit owners. The

only portion of the community that is used by all Homeowners in this Association is the lawn sprinkler system.

- **Limited Common Elements.** As defined by the Association's Declaration and State HOA law are those portions of the community that serve or are used by less than all Homeowners. This may include roofing, siding, driveways, sidewalks, exterior lighting, retaining walls, etc. that all units have in common or are shared but are not used by all units.
- **Limited Common Elements designated for the sole use of the "Unit".** As defined in the Association's Declaration, these are those limited common elements that are designated by the Association for the use by units only and include the following: shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, decks, patios, perimeter doors and windows, that were constructed as part of the original construction. It also includes any authorized replacements and modifications to those items listed.
- **Unit.** As defined in the Association's Declaration and State HOA law, a unit includes the part of the building that makes up a single residence, separately owned, and includes the garage and the property surrounding it. The unit boundaries are the property lines specified on the CIC plat map filed with Washington County when the Association was created. State HOA law further defines a "Unit" as all spaces, fixtures, and improvements located within the boundaries of the unit (property line). A unit also includes those limited common elements designated by the Association as intended for the use only by the unit they serve, as stated in the preceding definition.

The "CIC plat map" is a diagram created by the original developer or builder depicting the estimated property boundaries based on measurements provided by the developer or builder. *(Please note that plat maps cannot be used to prove property ownership lines because they are only estimated boundaries. To resolve property disputes, a land surveyor would need to be hired to determine exact boundaries. Obtaining surveys are Homeowner's responsibility.)*

- **Governing Laws.** All the requirements, restrictions, responsibilities, processes and procedures, etc. that are specified in the Association's documents and state laws.
- **Valley View West.** Nickname used for identifying this Association.

SECTION 3 - MONTHLY & SPECIAL ASSESSMENT FEES

Monthly fees and any special assessments imposed will be due and payable on or before the 1st of each month. Any fees paid after the 15th of month will be assessed a \$15.00 late fee for each month the fees are not paid.

If not paid after 90 days, the Association will take necessary collection action.

SECTION 4 - INSURANCE

Needs to be updated to current policy.

All Homeowners must maintain HO-6 insurance covering their unit and loss assessment coverage to cover a \$10,000 deductible for Association-covered damages. All Homeowners must immediately report any damage to the Board.

SECTION 5 - MAINTENANCE

Maintenance Responsibilities

Association and Homeowner maintenance responsibility is summarized in Appendix A.

Association and Homeowner grounds care and snow removal service responsibility is summarized in Appendix B.

Maintenance Request Process

1. To request maintenance, fill out a Maintenance Request Form. Forms may be obtained from the Association's President (or Vice President in President's absence).
2. Homeowner will submit request to the Association's President (or Vice President in President's absence).
3. The Association's President or designee will obtain quotes for major repairs such as siding, roofing, cement work, etc.
4. When Contractor goes out to inspect units, Homeowner will be notified either in person or via notice left at unit.
5. Board will review and approve or disapprove request within 5 days after bids/quotes have been obtained, Homeowner will be notified of decision, and The Association' will schedule maintenance at the earliest available time.
6. Repairs will be made no later than thirty (30) days after Board approval.

Emergency repairs will be addressed within 24 hours.

Homeowners desiring to use services of the Association's lawn care/snow removal contractor for personal maintenance needs should contact the Association President. Homeowner's should not contact the vendor directly.

SECTION 6 - EXTERIOR IMPROVEMENTS

Improvements to the exterior must be submitted for written approval of the Board.

An "improvement" is any modification, alteration, permanent decoration, change, or addition and includes, but is not limited to, the following:

- Building additions or alterations
- Patios or decks and railings
- Posts
- Painting or staining (including decorative painting), except touch-ups with the same color.
- Entry and garage doors or windows of a different style or color than the original.
- Outdoor shades or awnings,

- Permanent canopies, tents, screen houses or gazebos.
- Permanent exterior lighting, which is visible from the street.
- Anything permanently attached on the outside of the unit doors, windows, walls or roof such as weather vanes, pennants, insignias, emblems, name-signs or house numbers not originally provided.
 - Landscaping (such as shrubs, trees, rocks, rock beds, garden edging – excluding garden or potted plantings)
 - Shutters (if color or style is different from original)
 - Exterior radio or television antennas (excluding satellite dishes)

The following exterior improvements are not permitted:

- Permanent clothesline, clothes poles/racks
- Permanent or semi-permanent playground equipment, play bars, basketball backboards, volleyball, badminton nets, etc.
- Storage, sheds, or other out buildings

Flower and vegetable gardens are permitted and do not require Board approval.

Improvement Request Process

1. Homeowner needs to obtain a Request for Exterior Improvement Approval form from Association's Secretary.
2. Homeowner must be notified of decision within thirty (30) days after request has been submitted.
3. If committee does not disapprove the request within 30 days, improvements will be considered approved.
4. If the unit has been sold to a new owner and unapproved improvements have been completed for at least ninety (90) days, improvements will be considered approved.
5. If no request has been submitted to the Board, or if request has been denied, and Homeowner makes an unapproved improvement, any of the following may occur:
 - The Association may require the Homeowner to remove improvement at Homeowner's expense.
 - Homeowner may be assessed a penalty fee for noncompliance.
 - The Association or another Homeowner may file a suit to stop or remove such additions, alterations or changes.
 - Association has the right to collect reasonable attorney's fees, costs and expenses.
 - Association is not required to insure unapproved improvements. Homeowner will be responsible for damage that would otherwise be covered under Association insurance.
 - Association is not required to maintain unapproved improvements. Homeowner will be responsible for maintaining all unapproved improvements.

SECTION 7 - OUTDOOR DECORATIONS

Tiki torches, Chinese lanterns, Christmas lights, etc., should be removed in a timely manner. Christmas lights and decorations may be displayed from mid-November to Jan 31. Christmas trees cannot be left outside unit after trash collection period ends.

Lawn ornaments on grassy areas are not permitted unless approved by the Board. Lawn ornaments in gardens are permitted.

Wind chimes require permission from neighbors on both sides before hanging.

SECTION 8 - STORAGE

Outside storage of any items sporting equipment, toys, outdoor cooking equipment (except lawn furniture, and one gas or charcoal grill per Unit which may be left on balcony, deck or patio, if any), yard and garden tools and equipment.

SECTION 9 - PETS

Pet owners should familiarize themselves with the City of Oak Park Heights pet ordinances, particularly those related to inoculations, licensing, leashes, and nuisances. See Appendix C for pet ordinances current as of 2017.

Unattended (tethered or untethered) pets are not permitted. While outside the home, all pets (including both dogs and cats) must be leashed or properly controlled in accordance with the City of Oak Park Heights Leash Laws.

A method to pick up this waste must be carried at all times when walking pets. If any lawn, tree or property damage can be reasonably found to be caused by a particular dog or other pet, the pet owner will be notified and assessed for repair of the damage.

The size of dogs is limited to forty (40) pounds. Pet owners may obtain a variance to the dog restriction rule from the Board for special circumstances such as service dogs.

Any disturbance such as constant and uncontrolled barking or caterwauling, noxious odor, repeated wandering, or other repeated reasonably offensive behavior caused by any pet may result in removal of pet from Association. Complaints of repeated pet disturbances should be forwarded to a Board member. Pet owners notified of a violation will have 30 days to correct the offensive behavior. Board may order the offending pet to be removed from the property upon receipt of a petition requesting removal and signed by 75% of the Homeowners located within 65 feet of the Unit in which the specified pet resides.

Kennels and egress or ingress pet doors are not permitted. Doghouses or other pet-related structures must be approved by the Board.

SECTION 10 - TRASH PICKUP SERVICES

Arrangements for trash pickup is Homeowners' responsibility. To begin or stop services, please contact Oak Park Heights City Hall. Trash pickup services are provided by Tennis Sanitation.

Trash may be placed at the end of the driveway the night before pickup service but not later than 6 a.m. the day of service. Waste container/recycling bin must be returned to and stored in garage on the day of service.

SECTION 11 - GARAGE AND PARKING

All vehicles must be parked in garage or driveway. Street parking is to be used by guests. No parking overnight on streets between November 1 and April 1 for roads to be kept clear so that city or utility emergency vehicles have easy access. Vehicles in violation are subject to ticketing or towing by the City of Oak Park Heights. In no case should residents or their guest block access of other residents to their driveways.

Parking in front of mailboxes is not permitted. Letter carrier will not deliver mail if there is anything obstructing the mailboxes.

No boats, trucks, campers, trailers, snowmobiles, recreational vehicles other than vehicles operated on a daily basis shall be kept on the Homeowner's property, driveway longer than 48 hours without Board approval.

Snowmobiles, mini-bikes, go-carts, etc. shall not be operated on any Homeowners' property.

All driveways, walkways and sidewalks are to be kept free of obstructions of any kind that would constitute an obstacle or hazard.

Auto repairs of any type are discouraged and prohibited if repair takes more than one day to complete or is done for hire.

SECTION 12 - RENTAL OF UNITS

The following regulations have been adopted for any Homeowner leasing/renting a unit:

- a. The unit and its garage must be leased/rented together, in their entirety and cannot be separately subleased. Renting of rooms is also not allowed.
- b. Homeowners must inform the Association, with written notice to the Board whenever they lease/rent their unit.
- c. The following information is to be supplied to the Board no later than the commencement of the lease:
 - The name and phone number of the renter and all occupants of the home.
 - The term of the rental agreement.
 - Emergency contact information.
- d. The lease must state that the renters must abide by all rules and regulations or governing documents and that failure to do so would be a default of the lease.
- e. It is the Homeowner's responsibility to handle all maintenance and repairs to the unit that are not the responsibility of the Association, and to make sure the renter understands that all matters regarding maintenance and repair of the unit are to be handled with the Homeowner and NOT the Association.
- f. It is the Homeowner's responsibility to supply a copy of the rules and regulations to the renter, and the Homeowner is to ensure that the renter and occupants comply with all of the rules and regulations.
- g. The Board will notify the Homeowner of any violation by renter/occupant of the rules and regulations or governing documents. The Homeowner has responsibility to enforce compliance. Failure to do so will result in a penalty assessed to Homeowner.

SECTION 13 - RESIDENTIAL USE OF UNIT

Each unit may be used for single family residential purposes only and no business activity may be conducted out of any unit.

SECTION 14 - CHANGE OF RESIDENCE

Should a Homeowner change residence due to temporary or permanent reasons, the Homeowner must notify the Board.

SECTION 15 - SALE OF UNITS

Any Homeowner contemplating the sale of a unit must inform the Board prior to putting the unit up for sale.

Potential buyers have a legal right to review Association documents and receive a resale certificate from the Homeowner selling the unit. The Board will, upon request in writing, provide:

1. Association financial and document copies
2. A statement of unpaid Association fees or assessments
3. A resale certificate, and
4. other information, as required by law.

The Seller has responsibility for fees incurred for the above. A charge of \$50 will be made for resale certificates. Emailed copies of financials and Association documents are free of charge. A charge of \$125 will be made for hard copies of disclosure statement, financials and Association documents.

Within seven (7) days after the closing of the sale, the new Homeowner must register with the Board, in writing. The Association's Secretary will provide a form with the New Homeowners Packet.

SECTION 16 - SIGNS

Only one (1) "FOR SALE" sign by the realty companies or owners will be permitted. The sign cannot exceed five (5) square feet. An "Open House" sign may be displayed on the day and during the hours of Open House only.

Posting of various other types of signs on or about the grounds is not permitted, except when necessary to indicate a party, sale or other one-day event. The signs should be removed immediately *after* the event is completed.

SECTION 17 - RECREATIONAL FIRES AND GRILL USE

All Homeowners must comply with State Fire Code. See Appendix D.

SECTION 18 - DISTURBANCES

Homeowners shall exercise extreme caution about making loud (unreasonably and/or excessively disturb the peace and quiet) noises or the use of musical instruments, radios, televisions, and amplifiers that may disturb other residents.

No other nuisances shall be allowed in or around the unit or should any use or practice be allowed which is a source of annoyance to other owners or which interferes with the peaceful setting of the town homes by all unit owners. A public nuisance is a thing, act, or use of property which shall:

- a. Annoy, injure, or endanger the health, safety, comfort or repose of the public;
- b. Offend public decency;
- c. Unlawfully interfere with the use of, or obstruct or tend to obstruct, or render dangerous for passage a road, driveway, or entry way to a unit;
- d. Depreciate the value of the property of the Valley View Garden Homes West Association community; or
- e. In any way render the inhabitants of the community, or a considerable number thereof, insecure in life or in use of property.

SECTION 19 - COMPLIANCE

Each Homeowner is responsible for full compliance of the Rules and Regulations by all occupants, family persons, guests, visitors, lessees, renters, and other persons during the time they are on or using the property. By acceptance of the title to a Unit, each Homeowner agrees to accept responsibility for any violations.

SECTION 20 - COMPLAINT PROCEDURES

Concerns or inquiries about Association Rules and Policies should be forwarded in person or in writing to the Board.

Complaints regarding rule violations must be submitted in writing to the Board. Anonymous complaints will not be accepted. Complaints shall be kept confidential by the Board as far as practical.

SECTION 21 - ENFORCEMENT PROCEDURES

The Association has the authority to establish and assess fines for violations of the Association's governing laws.

- a) Violations of any compliance requirement may result in a fine in an amount determined by the Board as appropriate for the infraction, but not to exceed \$200.00 for each month for each time a violation occurs, and Homeowners shall be subject to all legal remedies available to the Association.
- b) Homeowners shall assume full responsibility for payment of any assessed fines.

SECTION 22 - RULES AND REGULATIONS CHANGES

The Association Bylaws empowers the Board to review, change, alter, grant waivers, amend, or delete any portion or section of these Rules and Regulations but only to the extent that the rule or regulation does not violate city or state laws or conflicts with the Association's Articles, Declaration, or Bylaws. The Board will provide notice to Homeowners of any changes to these Rules and Regulations within 30 days.

SECTION 23 – VOTING RULES

1. Homeowners vote on the following subjects:
 - a. Elect board members (50% of attendees/proxies)
 - b. Waive replacement of total loss of unit covered by insurance (80% of total units)
 - c. Amendments to Declaration (67% of total units)
 - d. Removal of board member (50% of attendees/proxies) (special meeting must be held & member must be allowed to speak)
 - e. Termination of HOA organization (67% of total units)
 - f. Cost of improvements totaling \$25,000 or more (50% of attendees/proxies)
 - g. Special assessments totaling more than \$5,000 in a 12-month period (50% of attendees/proxies)
 - h. Transacting business other than what is indicated on agenda (80% of attendees/proxies)
 - i. Call a special homeowners meeting (50% of total units)
2. If a homeowner is unable to attend a meeting, a homeowner may designate a proxy. Note: A proxy is not an absentee ballot. A designation means that the individual designated as the proxy may vote as he/she desires.
 - a. Proxies must be filed with the Association Secretary prior to the meeting.
 - b. Proxies are valid for one year unless the proxy statement indicates otherwise.
 - c. A board member is allowed to be a proxy.
 - d. Only one proxy per homeowner is allowed.
3. A roll call will be made in lieu of an attendance sheet to ensure accurate attendance, multi-owner voter designation, and proxy recording.
4. The voting rules must be included with the meeting notice.
5. The Association Secretary will read the voting rules prior to the vote.
6. A quorum must be met before homeowner votes can be cast. (50% of total units)
7. A copy of board candidate applications must be provided to each homeowner attending the meeting prior to the vote.
8. Election of inspectors (individuals that verify the vote count) must be made prior to the vote. An inspector cannot also be a board candidate.
9. Only one vote per unit allowed.
10. Those units with more than one owner must designate who will cast the vote at the time roll call is made.
11. Votes must be cast at the meeting prior to vote count. No votes will be accepted once the votes have been counted.
12. Approvals that require a specific percentage of votes must be made by written ballot.
13. Votes will be collected via a ballot box.

APPENDIX A – MAINTENANCE RESPONSIBILITIES

NOTE: For Homeowner maintenance responsibilities, replacement or painting/staining of items of a different color, design or style other than original require Board pre-approval.

ELEMENT	ASSOCIATION RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Exterior surfaces – Siding and trim, fascia, soffits, Brickwork, Louvres <i>(except power washing)</i>	XX	
Driveway - Recoating (asphalt), replacement, repair	XX	
Roofing	XX	
Unit Interior and interior party walls <i>(includes anything within interior walls)</i>		XX
Steps, stoops, slabs, sidewalks, railings, foundations, cement blocks <i>(except exposed exterior block surfaces)</i>		XX
Decks, patios, porches, balconies, privacy walls, railings		XX
Exterior doors, windows, screens, shutters, door and window frames, hardware		XX
Exterior light fixtures, bulbs, outlets, and related electrical <i>(Note: Bulbs must be no more than 60 watts and must be uniform in color using white or clear bulbs. No colored bulbs.)</i>		XX
Gutters, downspouts, guards or screening		XX
Fireplace, chimneys, flues and caps		XX
Mechanical equipment (air conditioners, furnace, water heaters and conditioners)		XX
Electrical and plumbing systems		XX
Pest Control		XX
Improvements made by Homeowners		XX
Mailboxes <i>(Note: plastic newspaper boxes are not allowed.)</i>		XX
Utility, water, and sewer lines and piping <i>(except irrigation system)</i>		XX
Cable, television satellite dishes		XX
Damage caused by Homeowner, occupants, guests, or contractors hired by Homeowner		XX
Damage caused by Association contractors <i>except</i> <ul style="list-style-type: none"> • Damages created by building defects • Damages reported more than 30 days after incident • Damages caused by Homeowner acts or failure to act 	XX	
Storm or other damage covered by Association Insurance <i>(except deductible)</i>	XX	

RULES AND REGULATIONS

APPENDIX B – LAWN CARE AND SNOW REMOVAL SERVICES

The following table lists **Homeowners' responsibilities** and services that can be obtained for an **additional fee**. The Association may provide additional services at the sole discretion of the Board.

I. SNOW REMOVAL

Homeowner Responsibility
Snow removal for less than 2-inch accumulations
Clearing any snow remaining after the final plowing due to parked cars
Snow removal from rear patios, decks and roofs
Deicing or sanding to reduce ice accumulation on drives, steps, walkways, curbs, garage aprons and other paved areas
Removal of ice build-up on the front steps or decks at the front of any unit caused by snow melting and dripping off the roof
Snow removal, hauling, relocating snow piles
Report any damages caused by snow removal service to Board immediately

Services Provided by HOA Snow Removal Service Provider for a Fee		Cost
De-icing	Application of ice melt products to walkways.	\$15/unit
Sanding	Sanding of drives, parking areas, walks, walkways and steps including the front entry and exit drive	\$95/ton

II. SUMMER GROUNDS CARE

Homeowner Responsibility
Maintenance of gardens and landscaping
Weeding of mulch beds
Weeding of landscaping between contractor service timeframes
Maintenance of wild areas (trees, shrubs, vegetation that grow wild)

Services Provided by HOA Lawn Care Service Provider for a Fee	Cost
Removal of excessive storm debris	\$50/hour
Additional applications to turf area	\$97/month
Heavy or corrective pruning	\$50/hour
Shaping of trees	\$50/hour
Spraying for insects or fungus on tree and shrubs	\$50/hour
Trimming of trees, topping, removal of dead trees and removal of debris from wild natural area	\$50/hour
Staking of trees and winter tree wrapping	\$50/hour
Deep root feeding of woody plant material will be done one time per season. Fertilizer will contain properly balanced nutrients for the season. This fertilizer will be applied under high pressure at a depth of approximately 15 inches to ensure proper root uptake.	\$50/hour
Tree, shrub, & painted pot protection	\$50/hour

Smooth bark trees less than 5" in diameter such as hard maple, linden, etc. will be wrapped by November 30th	\$8.50/tree, minimum 10 Trees
Turf areas will be core-aerated one time per season to a depth of no more than 2.5 inches.	\$50/hour

The following grounds care and snow removal services are provided by the Association's lawn/snow removal contractor per the contract:

I. SNOW REMOVAL SERVICES

Type of Service	Included in Monthly Fee	Minimum Trigger Indicators	When Service is to be Provided By?
Snow plowing	Complete snow plowing of driveways	2 inches	Within 24 hours after snow stops
	Complete snow plowing of driveways	6 inches	Within 36 hours
	Touch up plowing (push back snow piles & clear missed areas)	2 inches	Within 48 hours
Snow Shoveling	Snow shoveling by either hand or power method, to be completed on all garage aprons, walkways and steps which lead to the front door of each unit	2 inches	Within 24 hours
	All mailboxes will be shoveled around as to be accessible for residents and letter carriers		
	Fire hydrants will be kept clear from piled snow		
	Snow shoveling by either hand or power method, to be completed on all garage aprons, walkways and steps which lead to the front door of each unit	6 inches	Within 42 hours
	All mailboxes will be shoveled around as to be accessible for residents and letter carriers		
	Fire hydrants will be kept clear from piled snow		
	Snow shoveling by either hand or power method, to be completed on all garage aprons, walkways and steps which lead to the front door of each unit	12 inches	Best efforts
	Fire hydrants will be kept clear from piled snow		
Snow shoveling by either hand or power method, to be completed on all garage aprons, walkways and steps which lead to the front door of each unit	Wind chill temperatures of -25 Fahrenheit	When safer conditions exist	
Inspection for damage	Contractor is to inspect complex and report damages caused by snow plowing		By May 15

II. SUMMER GROUNDS CARE SERVICES

Type of Service	Included in Monthly Fee	When Service is to be Provided By?
Spring Cleanup	Spring clean-up to include the following activities: a) Vacuum the entire turf (sodded) area of the community b) Hand rake around buildings and obstacles as required c) Hand rake, blow or remove as appropriate, leaves and debris from flower or shrub beds, landscape fronts or deck areas. d) Remove debris and leaves from development. e) Remove from wild areas of foreign materials, paper refuse, etc.	Once – before May 15

Mowing	<p>Mowing to include the following activities:</p> <p>a) Spot mow as required during periods of drought or dormancy causing uneven growth.</p> <p>b) A cutting height of approximately 3 inches.</p> <p>c) Avoid, if possible, clippings against units or into landscape areas.</p> <p>d) Using the proper application of equipment to difficult areas preventing excessive scalping.</p> <p>e) Grounds will be policed for debris during scheduled mowing</p> <p>f) No mowing in rain.</p>	Once a week contingent upon weather conditions
Inspection	Inspecting for lawn and landscaping damage	Throughout season
Trimming	Trimming of grass around buildings, plantings, light poles, and other obstructions to assure a manicured appearance. Contractor to be responsible for any excessive damage to trees and shrubs that are properly protected from the lawn equipment. This is to include painted pots.	Weekly
Fertilization	Fertilization is to be applied to turf areas.	3 annually
Weed Control	Spraying for crab grass pre-emergent	1 time with 1 st fertilization
	Spraying for lawn weeds	2/season
	Weeding landscape beds, sidewalk cracks, curbs, garage aprons, etc. with the use of chemicals and by hand.	2/season
Tree and Shrub Care	Trimming shrubs in common landscape areas limited to ten feet in height to maintain shape and size. Debris to be removed from property.	1/season
	Inspecting trees and shrubs for insects and fungus	Monthly
	Cutting Broken or hanging branches	As required
	Monitoring and trimming shrubs to provide adequate clearance	As required
Sidewalk/Driveway Maintenance	Clean up edging of all walks and curbs within the development with weed eater	2/season
	Walks, steps and patios to be blown or swept after mowing to include excessive amounts on driveway areas and remove debris, grass, berries, etc.	As required
Fall Clean-up	<p>Fall clean-up to include the following activities:</p> <p>a) Raking of leaves and debris as required around buildings and obstructions.</p> <p>b) Last mowing in fall to be cut a 2.5 inches and clippings collected by catching or power sweeping.</p> <p>c) Removal of debris and leaves from the development.</p> <p>d) Removal from wild area of all foreign materials; i.e., paper, refuse, etc.</p>	Once before Oct. 31, conditioned upon weather

RULES AND REGULATIONS

APPENDIX C – CITY OF OAK PARK HEIGHTS PET ORDINANCES

601

AN ORDINANCE REGULATING DOGS AND CATS WITHIN THE CITY, INCLUDING THE KEEPING THEREOF AND PROVIDING FOR THEIR LICENSING

THE CITY COUNCIL OF THE CITY OF OAK PARK HEIGHTS, WASHINGTON COUNTY, MINNESOTA, DOES ORDAIN:

Sec. 601.01 Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

- A. “Abandoned” means to leave a dog or cat at large within the City without intending to return to or recover it. It shall also mean to purposefully leave a dog or cat in the possession of the Animal Warden to avoid paying impoundment and/or boarding costs.
- B. “Altered” means any female dog or cat that has been spayed or any male dog or cat that has been castrated.
- C. “Animal Control Officer” means the City Council and/or any persons or agencies designated by the City Council.
- D. “Animal Warden” means any person or agency designated by the City Council to house, hold, confine, or board dogs or cats seized and/or impounded herein. The Animal Warden shall be appointed and serve at the pleasure of the City Council. The Animal Warden shall also be construed to include the City Police Department and any other law enforcement agency routinely engaged in law enforcement within the City.
- E. “At Large” means off the premises of the owner and not under control by leash affixed to the dog’s collar, designed or that type of animal, and held by the owner or other person entrusted to have custody of the animal off the owner’s premises.
- F. “Bona Fide Livestock” operation means a farm (of forty (40) acres or more in size) on which horses, cows, swine, poultry, sheep, goats, or other common farm animals are kept, raised bred, or sold as a part of a business enterprise.
- G. “Cat” means any animal wholly or in part of the species *Felis Domesticus*.
- H. “Dog” means any animal wholly or in part of the species *Canis Familiaris*.
- I. “Commercial Kennel” means a kennel where dogs are bred and/or sold for re-sale, individually or in litter lots, whether or not any of these animals are also kept for personal use and where the business may be a primary source of income. Commercial kennels are also places where dogs are boarded, groomed, or trained for a fee.
- J. “Dangerous Dog” and “Potentially Dangerous Dog” have the meaning ascribed to those terms by M. S. §347.50, and specifically as follows:
 - 1. “Dangerous Dog” means any dog that has:
 - a. Without provocation, inflicted substantial bodily harm on a human being on public or private property;

- b. Killed a domestic animal without provocation while off the owner's property; or,
 - c. Been found to be potentially dangerous, and after the owner has noticed that the dog is potentially dangerous, the dog aggressively bites, attacks, or endangers the safety of humans or domestic animals.
2. "Potentially Dangerous Dog" means any dog that:
- a. When unprovoked, inflicts bites on a human or domestic animal on public or private property;
 - b. When unprovoked, chases or approaches a person upon the streets, sidewalks, or any public property in an apparent attitude of attack; or,
 - c. Has a known propensity, tendency, or disposition to attack, unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.
3. The terms "Dangerous Dog" and "Potentially Dangerous Dog" shall also be construed to include similar classifications from other statutes or ordinances which are substantially in conformity with Minnesota Statutes §347.50, whether or not the same words are used.

K. "Hobby Kennel" means a kennel where dogs are kept primarily for personal companionship, for recreational use, or for performance events in addition to the purpose of improving the physical soundness and temperament of such dogs, and where the breeding and selling of animals is incidental to occupancy of the premises for residential purposes, and is not a primary source of income.

L. "Kennel" means any place where three (3) dogs or more (or up to the number of dogs permitted as an accessory use within the City's Zoning Codes and within the limitations therein provided) over four (4) months of age are kept, raised, sold, boarded, bred, shown, treated, or groomed.

M. "Owner" means any person or the parents or guardians of a person under eighteen (18) years of age who owns, harbors, keeps, or has custody of a dog or cat.

N. "Person" means any individual, partnership, corporation, firm, or group, however organized.

601.2 Exemptions.

Except where duties are expressly stated, this article does not apply to hospitals, clinics, and other premises operated by licensed veterinarians exclusively for the care and treatment of dogs or cats.

601.3 Animal Control Officer.

The Animal Control Officer shall have police powers necessary for enforcement of this Chapter, including authority to issue complaints for violations.

601.4 Animal Warden.

The City Council may appoint an Animal Warden and establish compensation for said position. Such person or agency shall serve at the pleasure of the City Council. The City Council shall annually review the work and compensation of the Animal Warden. No person or agency shall be appointed Animal Warden unless that person or agency has a microchip scanner for use in the identification of animals using such means of identification.

601.5 Interference with Enforcement.

No unauthorized person shall break open the Animal Warden's pound or attempt to do so, or to take or let out any animals therefrom, or to take or attempt to take from any Animal Control Officer or

Animal Warden any dog or cat taken up by him in compliance with the City ordinance or statute, or in any manner to interfere with or hinder such officer or warden in the discharge of their duties.

601.6

Dog or Cat License.

- A. No person shall own, keep, or harbor any dog or cat of more than six (6) months of age without first securing a license from the City Clerk, who shall keep a record of all licenses issued and shall issue a durable identification tag for such licenses. Upon receipt of an application reciting the name and address of the owner, the address where the dog or cat will be kept, and the sex, breed, age, color, and markings of the dog or cat for which a license is sought, and upon payment of the license fee established by resolution, the City Clerk shall issue a license in the form of a metal identification tag for each animal.
- B. The terms of a license shall run concurrently with a dog's or cat's rabies vaccination schedule. Specifically, a dog or cat license expires (and must be renewed) when a new rabies vaccination is needed. Failure to renew the license within thirty (30) days of a new rabies vaccination will result in a late license penalty fee being owed to the City in the amount established by resolution.
- C. Failure to purchase a license within sixty (60) days of establishing residence in the City, within sixty (60) days of acquiring a dog or cat, or within sixty (60) days of a dog or cat reaching the age of six (6) months during any calendar year will result in the late license penalty fee being owed to the City.
- D. Dog or cat licenses are not required for dogs or cats that are kept in the City for thirty (30) days or fewer. Such dogs or cats shall be known as "visiting dogs" or "visiting cats". Visiting dogs or cats must be kept in an enclosure or on a leash at all times.

601.07

Reserved For Future Use.

601.8

Kennels.

It shall be unlawful to operate any kennel unless a permit to operate the same has been secured from the City Council in advance.

601.9

Rabies Inoculation of Dogs and Cats.

- A. All dogs and cats in the City over the age of six (6) months shall be inoculated for rabies and shall be re-inoculated according to standard veterinary practices thereafter. Such vaccination must be performed by or under the direct supervision of a veterinarian duly licensed to practice veterinary medicine in the state in which the vaccine is administered. A certificate from the veterinarian inoculating said dogs or cats shall be exhibited to the Animal Control Officer upon demand, and will be required as written proof of such vaccination at the time a dog or cat license is obtained from the City.
- B. Each dog or cat shall wear a sturdy collar for aid in identification with the veterinarian's metal tag showing proof of said current rabies vaccination. At the owner's discretion, a tattoo or implanted microchip may be used in lieu of the collar and tag if the tattoo and chip identification numbers are placed on file at the City at the time of license application.

601.10

Animal Bites and Animals Exposed to Rabies.

- A. Any law enforcement officer or the Animal Control Officer may enter upon the private property of any person while in pursuit of any dog or cat under probable cause to believe that such dog or cat has bitten a person or animal, or that such dog or cat is rabid.
- B. Subsection (A) notwithstanding, whenever any person who owns, possesses, or harbors any dog or cat within the City learns that the dog or cat has bitten any human being, such person shall immediately quarantine such dog or cat for a period of at least ten (10) days, keeping it apart from other animals until it is determined whether the dog or cat has rabies. The quarantine may be by the person owning the dog or cat if such dog or cat has a current license

and rabies vaccination at the time the bite occurred. If the dog or cat does not have a current license and rabies vaccination at the time the bite occurred, the dog or cat must be impounded at a licensed pound or with a licensed veterinarian at the owner's expense. After the required ten (10) day quarantine, the dog or cat shall be examined by a licensed veterinarian to insure that there are no clinical signs of rabies. If the dog or cat is found to be rabid, it shall be humanely euthanized.

- C. If the dog or cat owner cannot be located or advised of the dog or cat bite within two (2) hours of the occurrence, or if the owner fails to quarantine the dog or cat as required by this Ordinance, the Animal Control Officer or Animal Warden shall cause the dog or cat to be impounded and so quarantined. After the required ten (10) day quarantine, if the dog or cat is still unclaimed, the dog or cat shall be humanely euthanized and tested for rabies; if claimed, the dog or cat shall be examined by a licensed veterinarian to insure there are no clinical signs of rabies. If no signs of rabies are observed, the dog or cat can be released to the owner as specified in Section 601.18 of this Ordinance. If the dog or cat is found to be rabid, it shall be humanely euthanized.
- D. The Animal Warden, Animal Control Officer, or other designate of the City shall have the authority to verify if the dog or cat is properly quarantined. Any veterinarian quarantining an animal shall notify the Animal Warden before the release of such animal.
- E. Any dog or cat to have been bitten by a rabid dog or cat or to have been exposed to rabies shall be impounded. If, however, the dog or cat is at large and cannot be apprehended after reasonable effort, the dog or cat may be immediately destroyed. After impoundment, if proof of rabies immunization is furnished and booster injections are given by a licensed veterinarian at the expense of the owner, the dog or cat may be released to the owner as specified in Section 601.18 of this Ordinance. If it cannot be proven that the animal has a current rabies immunization, the owner may, at his discretion, make provision for a suitable quarantine for a period of not less than six (6) months.

601.11

Running at Large Prohibited.

- A. No person shall allow a dog or cat to run at large at any time. All dogs and cats off the premises of the owner must be under restraint by leash, designed for that type of animal, affixed to the animal's collar and held by the owner or other person entrusted to have custody of the animal off the owner's premises. Every owner or custodian of a dog or cat must exercise reasonable care and take all necessary steps and precautions to protect other people, property, and animals from injuries or damage which might result from the dog's behavior, regardless of whether such behavior is motivated by playfulness or ferocity.
- B. Subsection (A) notwithstanding, this provision shall not apply to dogs used as a necessary element of a bona fide livestock operation. Dogs used in bona fide livestock operations shall be issued license tags of a different color than regular licensed dogs. Said tags shall be called "farm dog licenses" and shall be worn at all times.
- C. No person shall apply for a farm dog license unless their dog(s) is(are) a necessary element of a bona fide livestock operation.

601.12

Abandonment Prohibited.

No person shall abandon any dog or cat within the City.

601.13

Nuisances.

- A. The following are public nuisances and unlawful:
 - 1. Any dog or cat that damages property (that is not the property of the owner), including plantings, lawns or structures, or that deposits fecal matter off of the owner's property that the owner fails to remove promptly.

2. Any dog or cat that, without provocation, chases, molests, or approaches pedestrians or bicyclists in a threatening manner upon the streets, sidewalks, right-of-way, or any public property, or habitually chases automobiles on the public streets or highways.
 3. Any dog or cat that is kept under unsanitary and/or inhumane conditions such that the maintenance or keeping of the animal creates odors to the annoyance of the public in the vicinity.
 4. Any dog or cat that kills or attacks another domestic animal or livestock without provocation while off the owner's property.
 5. The owning, keeping, or harboring of any dog or cat which shall, by any noise, unreasonably and/or excessively disturb the peace and quiet of any person in the vicinity. The phrase "unreasonably and/or excessively disturb the peace and quiet" shall include, but is not limited to, the creation of any noise by a dog or cat which can be heard by any person, including an Animal Control Officer or law enforcement officer, from a location off the dog or cat owner's property where the dog or cat is being kept, and which noise occurs repeatedly over at least a five (5) minute period of time with one (1) minute or less lapse of time between each animal noise during the five (5) minute period. This provision shall not apply to dogs or cats that are responding to trespassers or to dogs or cats that are teased or similarly provoked to bark or meow.
- B. Any person seeking immediate relief may, by telephone, notify the City Clerk, Animal Control Officer, or law enforcement officer of an alleged violation of this Ordinance. A telephone call does not, however, constitute a formal complaint to initiate the citation process. All formal complaints shall be submitted in writing to the attention of the City Clerk and shall describe the dog or cat, state the acts committed by the dog or cat, the name and address of the person owning or harboring the dog or cat, and the name and address of the person making the complaint. The City Clerk shall then promptly notify the person owning or harboring the dog or cat of the acts complained of, either by letter or door tag, and shall request that the nuisance be abated or eliminated within a specified time period. The City Clerk shall also cause the Animal Control Officer or law enforcement offer to investigate and file a report on the complaint.
- C. Upon receipt of a second complaint of a violation of this Ordinance, the City Clerk shall cause the Animal Control Officer or law enforcement officer to investigate and file a second report on the complaint. If the offense is corroborated by the investigation, the City Clerk shall, by certified letter, notify the person owning or harboring the dog or cat of the violations complained of, and require that the nuisance be abated or eliminated within twenty-four (24) hours or some other reasonable time specified in the letter. A copy of the letter shall be mailed to the Animal Control Officer and a copy shall be mailed to the person making the complaint.
- D. If the owner fails to take corrective action within twenty-four (24) hours (or within the time specified in the letter), the City Clerk shall contact the appropriate law enforcement agency and/or the City Attorney, inform them of the alleged violation, and request that the owner be cited.

601.14

Dangerous Dog Provision.

- A. It shall be illegal for any person to own, keep, possess, or harbor any dog that has been declared a dangerous dog or potentially dangerous dog. This prohibition shall apply whether said declaration has occurred in the City or in some other jurisdiction. This prohibition shall also apply whether said declaration was made pursuant to M.S. §347.50 or pursuant to another statute or ordinance which is substantially similar to M.S. §347.50.

1. If a dangerous dog or potentially dangerous dog has bitten a person, then the dog shall first be quarantined according to the provisions of Section 601.18. Following said quarantine period, then the provisions of paragraphs (2) and (3) shall apply.
2. The Animal Control Officer or law enforcement officer shall immediately seize and impound any dangerous dog or potentially dangerous dog that is found within the City. The dog will be kept no fewer than ten (10) calendar days. The owner has until the end of this time period to provide written verification that the dog will be legally removed from the City, or that the dog will be euthanized. The owner must pay all associated impounding and boarding costs prior to the release of the dog. Upon its release, the dog shall be immediately transported to a location outside the City.
3. Any such dog that is not properly claimed within ten (10) calendar days shall be humanely euthanized. The owner of the dog that is euthanized shall be responsible to pay the impounding, boarding, and euthanization costs.
4. The owner of any dog declared a “potentially dangerous dog” shall cause the removal of the dog from the City as outlined in 601.14
 - A. After a minimum of ten days following the removal of the dog, the owner may appeal to the City Administrator to again keep or maintain the dog in the City. Such appeal shall include the following:
 - a. Provide in writing to the City the request to return the dog to the City. This letter must be signed (or cosigned) by the property owner.
 - b. Provide veterinarian documentation on all required vaccinations being complete and up to date for such dog.
 - c. Provide documentation that the dog (and any other dog or cat in the home) is duly licensed.
 - d. Provide detailed third-party written certification that the dog has passed a “Canine Good Citizen” obedience training test and program as approved by the American Kennel Club; which must be taken (or retaken) after the “potentially dangerous dog” finding has been made. Such certification will include written and signed documentation showing the professional entity the examiner is representing along with proof of liability insurance. The examiner and certifying entity will attest that the dog has shown no signs of aggression or similar behavior, and the dog does not chase or otherwise leave the homeowners property or act in an aggressive manner. This certification will include the credentials of the examiner from the AKC showing current standing and type of certification.
 - e. Provide documentation from the property owner’s insurance provider that such homeowner’s (or other) policy does for liability purposes cover the dog residing in the residence.
 - f. Provide a written signed statement that the dog has not been kept in the City during this appeal process.
 - g. Provide a \$50.00 fee payable to the City to cover City costs for review of the appeal and its related elements.
 - h. Provide verification that dog will be kept inside a fenced yard capable of containing the animal at all times while outside of the residence. Electronic

control fences will not meet the criteria of this ordinance. If the dog is taken outside the home and fenced area or removed from the property within this City; the dog will be under control by static leash and muzzle by a person competent to control the animal.

- B. The City Administrator shall consider this submitted documentation and if all items are complete and in satisfactory condition, the City Administrator shall issue a written finding that the dog may be returned to the City.
- C. Should the dog subsequently be found as a potentially dangerous dog for a second event, the dog shall be removed from the City consistent with this ordinance and the City shall not afford a secondary appeal process to again return the dog to the City.
- D. Notwithstanding the provisions found in this Section, in all circumstances the dog, owner and property must be compliant with all other rules and ordinances of the City.
- E. This Section (601.14) shall not apply to police dogs under the control of a licensed law enforcement officer during the performance of official police activities.

601.15 Females in Heat.

Every female dog or cat in heat shall be confined in a building or other secure enclosure in such manner that such female cannot come in contact with another dog or cat, respectively, except for the express purpose of planned breeding, and shall be controlled on a leash while being exercised.

601.16 Sanitation.

Any person who owns, keeps, or harbors any dog or cat is responsible to keep his property clean of all fecal matter from the dog or cat. All dog or cat waste shall be removed daily so as to keep the surrounding area free from obnoxious odors.

601.17 Appointing of an Animal Warden.

The City Council may appoint an Animal Warden and establish compensation for said position. Such person shall serve at the pleasure of the City Council. The City Council shall annually review the work and compensation of the Animal Warden.

601.18 Seizure of Dogs and Cats – Impounding.

The Animal Warden, any law enforcement officer, the Animal Control Officer, or any other person may seize, impound, or restrain any dog or cat found running at large, any dog or cat without a veterinarian's metal tag attesting to its rabies vaccination and/or any dog or cat without its City license tag. Any person or officer (other than the Animal Warden) impounding or restraining such dog or cat shall immediately deliver the same to the Animal Warden. If the animal is collarless, the Animal Warden shall immediately ascertain whether the dog or cat has a tattoo or embedded microchip as a means of identification. The Animal Warden shall thereupon give notice of the impoundment to the owner or, if the owner is unknown, shall post notice of the impoundment at the City Hall (and at such other places as may be designated by the City Council). If such dog or cat is not claimed within ten (10) calendar days of such posted notice and all fees and charges paid, the Animal Warden shall place the dog or cat in the custody of a suitable person or shall humanely euthanize the animal. Any dog or cat restrained or impounded shall receive humane treatment and sufficient food, water, and shelter.

601.19 Impounding and Boarding Fees.

- A. The Animal Warden may charge such reasonable impounding fees for the care and board of any dog or cat restrained or impounded and any and all such fees imposed shall be paid to the Animal Warden at the time of reclamation of the dog or cat. The City Council shall annually review all fees so imposed by the Animal Warden to determine their reasonableness and may, by resolution, impose such additional fees reasonably related to the necessary and reasonable expenses incurred by the City for the capture, transportation, and/or care of

impounded dogs or cats. All such fees must be paid to the Animal Warden prior to the release of the animal. The Animal Warden shall issue a receipt to the owner evidencing such payment. Additionally, the Animal Warden may not release any dog or cat until the owner provides written proof that the dog or cat is currently vaccinated against rabies and that the dog or cat has received a current license from the City.

- B. In the case where any dog or cat has been impounded whose rabies vaccination and dog or cat license are not current, said dog or cat shall not be released unless the owner first obtains a City dog or cat license and provides written evidence, from a licensed veterinarian, that arrangements have been made to have the dog or cat vaccinated upon its release. Any written evidence submitted pursuant to this provision shall be deemed inadmissible in any criminal court action against the owner of the dog or cat.

601.20 Coordination with Veterinarians.

The City may enter into Agreements with veterinarians to assist in the administration of the provisions of this Ordinance. Said agreements shall insure that an orderly system is set up to coordinate the licensing, vaccination, impoundment, quarantine, and/or euthanization, as needed, of dogs or cats within the City. Said agreement shall also provide for a reasonable method of compensating veterinarians for the service that they provide to the City.

601.21 Constitutionality.

If any portion of this Ordinance is for any reason held invalid or unconstitutional, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

601.22 Penalty.

Any person, firm or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor.

601.23 Effective Date.

This Ordinance shall be in full force and effect from and after its passage and publication, according to law, and licenses required herein must be secured within thirty (30) days thereafter by persons owning, harboring, or keeping dogs or cats at the time of such passage and publication.

601.24 Repeal.

The former Chapter 601, dated October 28, 1997 is hereby repealed in its entirety and replaced by this Ordinance.

Amended 11/11/2014 by the City Council as to Section E of 601.01 and Section A of 601.11

Amended 09/27/2016 by the City Council as to Section A through Section E of 601.14

RULES AND REGULATIONS

APPENDIX D – STATE RECREATIONAL FIRE AND GRILL USE FIRE CODE

MINNESOTA STATE DEPARTMENT OF PUBLIC SAFETY

State Fire Marshal Division

444 Cedar Street, Suite 145, St. Paul, Minnesota 55101-5145

Phone: 651/201-7200 FAX: 651/215-0525 TIY: 651/282/6555

Internet: <http://www.fire.state.mn.us>

RECREATIONAL FIRES INFORMATION SHEET

This fire safety information sheet is based on the 2007 Minnesota State Fire Code (MSFC). The requirements outlined in this information sheet apply only to recreational fires that are no larger than 3 feet in diameter and 2 feet in height used for pleasure, religious, ceremonial, cooking, warmth, or similar purposes. Any fire larger than these dimensions is considered "open burning" and regulated by the Minnesota Department of Natural Resources (DNR). For further information on the requirements for open burning or for permits please contact the DNR at 651-296-6157 or info@dm.state.mn.us.

SECTION 1-RECREATIONAL FIRES

Minimum requirements for recreational fires

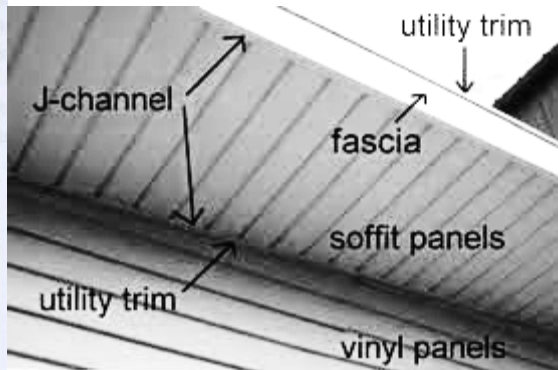
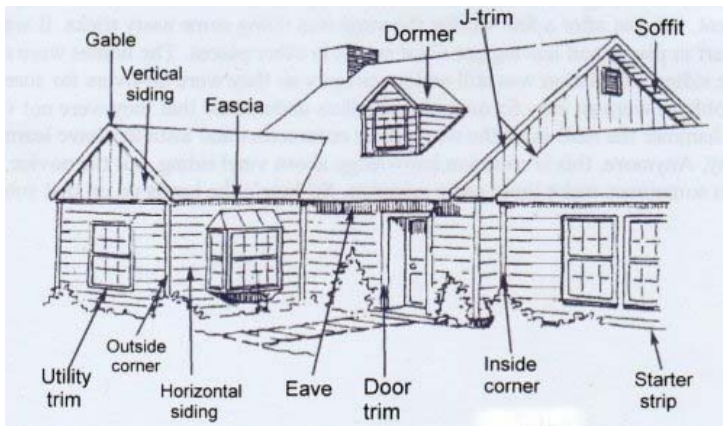
The 2007 MSFC establishes the minimum requirements for recreational fires that are applicable throughout the state of Minnesota. The following information is applicable even if a local jurisdiction does not have an ordinance regulating recreational fires.

- Recreational fires must be at least 25 feet from all buildings or combustible materials. Combustible materials are things such as wood, paper, and plastics [MSFC (07) Section 307.4.2].
- Conditions which could cause a fire to spread within 25 feet of a structure shall be eliminated prior to ignition [MSFC (07) Section 307.4.2].
- Recreational fires must be constantly attended until the fire burns out completely or is extinguished [MSFC (07) Section 307.5].
- A minimum of one portable fire extinguisher complying with MSFC (07) Section 906 with a minimum 4-A rating or other approved on-site fire extinguishing equipment, such as dirt, sand, or garden hose shall be readily available at all times until the fire is extinguished. Examples of other approved fire extinguishing equipment would be a charged garden hose, dirt, or sand (and a means of applying it) [MSFC (07) Section 307.5].
- The only materials permitted in a recreational fire are wood from trees, small branches, brush, or charcoal. Treated lumber materials, construction debris, garbage, plastic materials, or waste materials are not allowed to be burned in recreational fires [MN Statute 88.171].
- Recreational fires must be immediately extinguished if they pose a fire safety risk, if they are not in compliance with the above, or when directed to do so by a police officer, firefighter, fire warden, or DNR officer [MSFC (07) Section 307.3].

The MSFC (07) does not contain any regulations for immediate extinguishment if the smoke from a recreational fire is a nuisance to an adjoining property. However, many cities have language within their ordinance that requires the fire to be extinguished if someone complains about the smoke. Furthermore, some local ordinances have limitations on recreational fires when wind speeds exceed a specified amount (15 mph, 20 mph, etc.). For more information please consult with your local city or fire official.

Valley View Garden Homes West Association
Maintenance/Repair Request Form

Owner Name	
Address	
Day Phone	
Date Requested	
Repair Description	



Homeowner Signature: _____

Date: _____

Please email completed form to valleyviewwest@outlook.com or mail to P.O. Box 303, Bayport, MN 55003

For Board use only

Date Received: _____

Received by: _____

Approved

Denied

Conditionally Approved (*See comments*)

Cost Responsibility	<input type="checkbox"/> Association	<input type="checkbox"/> Owner
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Board signatures:

	Date:	Date:
	Date:	Date:
	Date:	

Comments or contingencies:

Contractor Assigned			
Date Contractor Contacted			
Date Repair Completed			
Amount Charged			
Payment Made	Date:	Amount Paid:	Check #:

Request for Exterior Change/Improvement Approval

Valley View Garden Homes West Association

RETURN TO: valleyviewwest@outlook.com or P.O. Box 303, Bayport, MN 55003

HOMEOWNER'S NAME:	
ADDRESS:	
DAYTIME PHONE:	

Please indicate the type of improvement(s) you propose* (check which applies).

- | | |
|---|---|
| <input type="checkbox"/> Awning, Canopy, Exterior Shade
<input type="checkbox"/> Building structure or addition
Door: <input type="checkbox"/> Entry <input type="checkbox"/> Storm <input type="checkbox"/> Garage
<input type="checkbox"/> Driveway, stoop, steps, walkway or sidewalk
<input type="checkbox"/> Exterior lighting
<input type="checkbox"/> Exterior radio or television antenna or satellite dish
<input type="checkbox"/> Gazebo, tent, screen house
<input type="checkbox"/> Gutter or downspout
<input type="checkbox"/> Insignia, emblem, sign or other hanging attached to exterior walls, windows, doors, or roof
<input type="checkbox"/> Landscaping (<i>other than gardens</i>)
<input type="checkbox"/> Lawn Ornaments (<i>statues, fountains, permanent planters, large rocks, etc.</i>) | <input type="checkbox"/> Painting or staining (<i>change of original color</i>)
<input type="checkbox"/> Patio, Deck or Privacy wall
<input type="checkbox"/> Pet house, container, enclosure, ingress or egress (<i>doggie door</i>)
<input type="checkbox"/> Play or sport equipment
<input type="checkbox"/> Post or pole
<input type="checkbox"/> Shutter or louvre
<input type="checkbox"/> Siding, brick or other exterior building surface
<input type="checkbox"/> Wind chimes (<i>Note: requires permission from neighbors on both sides</i>)
<input type="checkbox"/> Window
<input type="checkbox"/> Mailbox
<input type="checkbox"/> Other, specify _____ |
|---|---|

**Please note that kennels, out- buildings, permanent fences, clotheslines, service or storage sheds are prohibited.*

Indicate Building or construction materials that will be used, if applicable (check all that apply):

- Lumber
 Brick
 Siding
 Screening
 Paint/stain
 Shingles
Other _____

Indicate Location of improvement:

- Front
 Back
 Left Side
 Right Side

Describe improvement you are planning in detail:

Provide pictures, plans or drawings for building structural additions or landscaping projects or other information that will be of benefit. For other improvements, provide a picture or drawing indicating the location where improvement is proposed. Include samples of building materials or images of item to be installed.

Other information:

Color:		Composition or type of material <i>(vinyl, cloth, metal, plastic, wood, acrylic, etc.)</i>	
--------	--	---	--

Brand/manufacturer:	
---------------------	--

Dimensions:	Width:		Length:		Height:	
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Who will work on this improvement?

Homeowner (includes friends or relatives)

Contractor*

*Name:	
*Phone:	

*If using a contractor, homeowner must obtain a copy of contractor's certificate of insurance and any trade licenses held.

Start Date:		Expected Completion Date:	
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DISCLAIMER: Valley View Garden Homes West Association does not warrant or guarantee in any fashion, implied or expressed, any materials and/or construction methods used in any construction approved by the Association. It is the sole responsibility of the homeowner to ascertain the existence and applicability of any warranty or guarantee from manufacturers, suppliers, and/or installation contractors.

I understand that the Association will act as quickly as possible and contact me in writing anytime within thirty (30) days regarding their decisions. I agree not to begin property improvement(s) until the Association notifies me of approval. I understand that failure of the Association to act upon properly submitted plans or proposals within thirty (30) days of submission shall constitute approval thereof.

Homeowner Signature:

Date:

For Board use only

Date Received: _____ Received by: _____

Approved

Denied

Conditionally Approved (See comments)

Board signatures:

Date:

Date:

Date:

Date:

Date:

Comments or contingencies:

Dear Homeowner,

The Valley View West Board has adopted the State Fire Code for recreational fires. In addition, the Board is requiring all homeowners to put a fire screen cover over all recreational fires.

Thank you,
Kingwood Management

MINNESOTA STATE DEPARTMENT OF PUBLIC SAFETY



State Fire Marshal Division

444 Cedar Street, Suite 145, St. Paul, Minnesota 55101-5145
Phone: 651/201-7200 FAX: 651/215-0525 TTY: 651/282/6555
Internet: <http://www.fire.state.mn.us>

RECREATIONAL FIRES INFORMATION SHEET

This fire safety information sheet is based on the 2007 Minnesota State Fire Code (MSFC). The requirements outlined in this information sheet apply only to recreational fires that are no larger than 3 feet in diameter and 2 feet in height used for pleasure, religious, ceremonial, cooking, warmth, or similar purposes. Any fire larger than these dimensions is considered "open burning" and regulated by the Minnesota Department of Natural Resources (DNR). For further information on the requirements for open burning or for permits please contact the DNR at 651-296-6157 or info@dnr.state.mn.us.

SECTION 1 – RECREATIONAL FIRES

1.1 Minimum requirements for recreational fires

The 2007 MSFC establishes the minimum requirements for recreational fires that are applicable throughout the state of Minnesota. The following information is applicable even if a local jurisdiction does not have an ordinance regulating recreational fires.

- (1) Recreational fires must be at least 25 feet from all buildings or combustible materials. Combustible materials are things such as wood, paper, and plastics [MSFC (07) Section 307.4.2].
- (2) Conditions which could cause a fire to spread within 25 feet of a structure shall be eliminated prior to ignition [MSFC (07) Section 307.4.2].
- (3) Recreational fires must be constantly attended until the fire burns out completely or is extinguished [MSFC (07) Section 307.5].
- (4) A minimum of one portable fire extinguisher complying with MSFC (07) Section 906 with a minimum 4-A rating or other approved on-site fire extinguishing equipment, such as dirt, sand, or garden hose shall be readily available at all times until the fire is extinguished. Examples of other approved fire extinguishing equipment would be a charged garden hose, dirt, or sand (and a means of applying it) [MSFC (07) Section 307.5].
- (5) The only materials permitted in a recreational fire are wood from trees, small branches, brush, or charcoal. Treated lumber materials, construction debris, garbage, plastic materials, or waste materials are not allowed to be burned in recreational fires [MN Statute 88.171].
- (6) Recreational fires must be immediately extinguished if they pose a fire safety risk, if they are not in compliance with the above, or when directed to do so by a police officer, firefighter, fire warden, or DNR officer [MSFC (07) Section 307.3].

Alcohol &
Gambling
Enforcement

Bureau of
Criminal
Apprehension

Capitol Security

Crime Victim
Services

Driver & Vehicle
Services

Emergency
Management /
Emergency
Response
Commission

State Fire
Marshal /
Pipeline Safety

State Patrol

Traffic Safety



State of Minnesota

4839

SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

I, Joan Anderson Grove, Secretary of State of Minnesota, do certify that: Articles of Incorporation, duly signed and acknowledged under oath, have been filed on this date in the Office of the Secretary of State, for the incorporation of the following corporation, under and in accordance with the provisions of the chapter of Minnesota Statutes listed below.

This corporation is now legally organized under the laws of Minnesota.

Corporate Name: Valley View Garden Homes West Association

Corporate Charter Number: 10-52

Chapter Formed Under: 317A

This certificate has been issued on 05/24/1996.



Joan Anderson Grove
Secretary of State.