

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
WINDCREST HOMEOWNERS ASSOCIATION

THIS DECLARATION, Made on the 28<sup>th</sup> day of July,  
1983, by RICHARDSON PROPERTIES INC., a Delaware corporation,  
hereinafter referred to as "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate situated in Dakota County, Minnesota, legally described on EXHIBIT A attached hereto and made part hereof (the "Properties"), and desires to create thereon a residential community for the pleasure, recreation and general benefit of the residents of said community; and,

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and to this end desires to subject the real property described on EXHIBIT A, together with such additions as may hereafter be made thereto, as provided in Article II, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Properties and each Owner thereof; and

WHEREAS, Declarant has deemed it desirable for the pleasure and recreation of said community and for the efficient preservation of the values and amenities in said community to create an agency to receive the power to attend to and effectuate policies and programs that will enhance the pleasure and value of said community, and maintain, administer and enforce the covenants and restrictions and collect and disburse the assessments and charges hereinafter created;

NOW, THEREFORE, in consideration of the premises the Declarant hereby declares that the real property described on

EXHIBIT A, and such additions thereto as may hereafter be made pursuant to Article II hereof, is, and shall be held, transferred, sold, conveyed and occupied subject to the conditions, restrictions, easements, charges and liens hereinafter set forth, which covenants and restrictions shall run with the real property described on EXHIBIT A, and any additional property annexed thereto pursuant to the provisions set forth in Article II, and be binding on all parties having any right, title or interest in the hereinafter described properties or any part thereof, their heirs, successors, personal representatives and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

The following words, when used in this Declaration, shall have the following meanings:

Section 1. "Association" shall mean and refer to Windcrest Homeowners Association, a nonprofit corporation organized and existing under the laws of the State of Minnesota, its successors and assigns.

Section 2. "Common Area" shall mean and refer to the fee simple interest of the Association in the real property as may be hereafter owned by the Association for the common use and enjoyment of the Owners.

Section 3. "Declarant" shall mean and refer to RICHARDSON PROPERTIES INC., a Delaware corporation, its successors and assigns.

Section 4. "Living Unit" shall mean and refer to a residential housing unit consisting of a group of rooms and hallways and attached garage which is designed and intended for use as living quarters for one family and located or will be located upon one Lot.

Section 5. "Lot" shall mean and refer to any plot of land designated as a Lot shown upon any recorded plat or subdivision map of the Properties, with the exception of any tracts or parcels designated as outlots.

Section 6. "Member" shall mean and refer to every person or entity who is a record owner of a fee simple interest in any Lot, which is subject by covenants of record to assessment by the Association, including, but not limited to, contract vendors.

Section 7. "Mortgage" shall mean and refer to any mortgage or other security instrument by which a Lot, or any part thereof, or any structure thereon, is encumbered.

Section 8. "Mortgagee" shall mean any person or entity named as the mortgagee under any mortgage, or any successors or assigns to the interest of such person or entity under a mortgage.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding any person having such interest merely as security for the performance of an obligation.

Section 10. "Private Common Driveway" shall mean and refer to access driveways from public streets to the Living Units.

Section 11. "Private Yard Area" shall mean and refer to that portion of a Lot not covered by a Living Unit or by a Private Common Driveway.

Section 12. "Properties" shall mean and refer to all the real property subject to this Declaration, all of which is more fully described on EXHIBIT A which is attached hereto and hereby made a part hereof and all additional real property made

subject to this Declaration in accordance with the provisions of Article II herein.

ARTICLE II

Additions and Annexations

Section 1. Additional land or premises within the area described in EXHIBIT B, which is attached hereto and hereby made a part hereof, may be annexed by the Declarant to the land and premises covered by this Declaration without the consent of the Members of the Association within a period of ten (10) years from the date hereof, provided that the Federal Housing Administration and Veterans Administration determine that the annexation is in accord with the general plan heretofore approved by them.

Section 2. Additional residential properties or common area may be added to and annexed to the Properties with the consent of two-thirds (2/3) of each class of Members of the Association.

Section 3. All additions and annexations made pursuant to this Article shall be made by filing of record a Supplementary Declaration of Covenants, Easements and Restrictions with respect to the additional annexed property which shall extend the imposition of the covenants, easements and restrictions of this Declaration to such property. Appropriate additions and modifications to the covenants, easements and restrictions in this Declaration shall be made in the Supplementary Declaration in order to reflect any change in character of the Properties so that all declarations shall be consistent with the purpose and intent of this Declaration. Any such Supplementary Declaration shall in no event revoke any of the covenants, easements and restrictions established by this Declaration as to the properties set forth and described in EXHIBIT A.

Section 4. Upon a merger or consolidation of the Association with another association, as provided in its By-Laws, its Properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration for the existing Properties together with the covenants and restrictions established by a Declaration for any consolidated Properties as one plan. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Properties described in EXHIBIT A, except as hereinafter provided.

### ARTICLE III

#### Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record owner of a fee simple interest in any Lot which is subject by covenants of record to assessment by the Association, including, but not limited to, contract vendors, shall be a member of the Association. The foregoing is intended to exclude persons or entities who hold an interest merely as a security for the performance of an obligation until such time such person acquires a fee simple interest in such Lot by foreclosure or by any proceeding in lieu thereof. Membership shall be appurtenant to and may not be separated from the ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Voting Rights. The Association shall not have nor shall it issue any capital stock and may only have two (2) classes of voting membership:

CLASS A. Class A Members shall be all those Owners as defined in Article I, with the exception of the Declarant. Each Class A Member shall be entitled to one (1) vote for each Lot in which he or it holds the interest required for membership by Section 1 of this Article. When more than one person holds such interest in any Lot, all such persons shall be Members; the vote for such Lot shall be exercised as they, among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

CLASS B. The Declarant shall be the sole Class B Member and shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership upon the occurrence of the first of the following events:

(i) when the total number of votes outstanding in the Class A membership equals or exceeds the total number of votes outstanding in the Class B membership; or

(ii) on January 1, 1993.

Section 3. Suspension of Voting Rights. The right of any Member to vote and the right of any Member, his family or guests to use the Common Area and any other recreational facilities that may be acquired by the Association shall be suspended during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for any infraction of any rules or regulations published by the Association.

ARTICLE IV

Covenants for Maintenance Assessments

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be and hereby is deemed to covenant and agree to pay to the Association:

(a) general annual assessments or charges, and  
(b) special assessments for capital improvements, such assessments to be established and collected from time to time as hereinafter provided. The general annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on each such Lot and shall be a continuing lien on each such Lot against which each such assessment is made. Each such assessment, together with all costs of collection thereof, including reasonable attorneys fees, and together with interest thereon at the legal maximum rate shall also be the personal obligation of each person who was the Owner of each such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them. All such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purposes of promoting the pleasure, health, safety and welfare of the residents of the Properties and, in particular, for the maintenance of the Properties, services and facilities devoted

to this purpose and related to the use and enjoyment of the improvements erected upon each Lot, exterior maintenance upon each Lot, and for the maintenance and improvement of the Common Area.

Section 3. Maximum Annual Assessments. The amount of the maximum annual assessments shall be determined by the Board of Directors as hereinafter provided but subject, however, to the following restrictions:

(a) Until January 1 of the year immediately following the first issuance of a city building permit for any Lot, the maximum annual general assessment shall be FOUR HUNDRED FIFTY-SIX AND NO/100 (\$456.00) per Lot.

(b) From and after January 1 of the year immediately following the year of the first issuance of a city building permit for any Lot, the maximum annual general assessment may not be increased each year more than Five Percent (5%) above the maximum annual general assessment for the previous year without a vote of the Membership.

(c) The maximum annual general assessment may be increased above such Five Percent amount by vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose.

(d) The Board of Directors of the Association, after consideration of the current assessment costs and future needs of the Association, may fix the actual assessment for any year at any amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the general annual assessments authorized by Section 3 of this Article, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in



part the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement, provided, however, that any such assessment shall require the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice of Meetings. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or Section 4 of this Article shall be sent to all Members, and to any mortgagee who shall request such notice in writing, not less than thirty (30) days nor more than sixty (60) days in advance of such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast Sixty Percent (60%) of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held later than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both general annual and special assessments must be fixed at a uniform rate for all Lots, provided, however, that any Lots owned by the Declarant or any Lots for which no city building permit has been issued shall be assessed at an amount equal to one-fourth (1/4) of the amount assessed against Lots owned by other persons.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the calendar month following the first issuance of a city building permit for any Lot. In the event that the annual assessments,

with respect to any Lot, shall commence during any calendar year on any day other than January 1, the amount of such assessments payable for such year shall be that proportion of the full amount applicable to the entire calendar year which the number of remaining full calendar months in such year bears to the number twelve. All assessments, both general and special, may be collected on a monthly or other periodic basis and with such due dates as the Board of Directors may determine and establish.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each annual assessment period at least thirty (30) days in advance of such date of commencement of such period and shall at that time prepare a roll of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of every assessment shall thereafter be sent to each Owner subject to such assessments. The Association shall, upon demand and upon the payment of a reasonable charge, furnish a written certificate signed by an Officer of the Association setting forth whether or not assessments upon particular Lots have been paid. Such certificate shall be conclusive evidence of payment of any assessments therein stated to have been paid.

Section 9. Effect of Nonpayment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association.

(a) If any assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection

thereof, as provided in Section 1 of this Article, thereupon become a continuing lien on such Lot or Lots which shall bind such Lot or Lots in the hands of the then Owner, his heirs, successors, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. Such lien shall run in favor of the Association and shall be superior to all other liens and encumbrances on such Lot except for the following:

(i) liens for general real estate taxes and special assessments levied by any governmental authority;

(ii) the lien of any first mortgage as provided in Section 10 of this Article.

(b) All other lienors acquiring liens on any Lot after this Declaration shall have been recorded and whose liens shall also have been recorded shall be deemed to consent that their liens shall be and remain inferior to future liens provided for herein whether or not such consent has been expressed in the instruments creating their liens.

(c) To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot and a description of the Lot and file or record the same, but such notice of lien shall not be recorded until such assessment has been wholly or partially unpaid for at least thirty (30) days from the due date. Such lien may be enforced and foreclosed either by judicial foreclosure by the Association in the same manner in which mortgages on real property may be

foreclosed in Minnesota or by foreclosing the lien in the manner prescribed by Minnesota Statutes for the foreclosure of a mechanic's lien. Each Owner, by acceptance of a deed for any Lot, does further hereby give full and complete power of sale to the Association and does consent to a foreclosure of the assessment lien by advertisement and hereby waives any constitutional rights to a hearing that he may have in connection therewith. In the event of any such foreclosure, and in the further event that the Association shall prevail in any such foreclosure, the person personally obligated to pay the same shall be required to pay all costs of foreclosure including, but not limited to, reasonable attorneys' fees. All such costs and expenses shall be further secured by the lien being foreclosed. The person personally obligated to pay such lien shall also be required to pay the Association any assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot as the Owner thereof. A release of the notice of lien shall be executed by an Officer of the Association and recorded upon payment of all sums secured by such lien.

(d) Any encumbrancer holding a lien on any Lot may pay, but shall not be required to pay, any amounts secured by the lien created and authorized by this Section and, upon payment of such sums, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including, but not limited to, priority as to any other lien or interest in such Lot.

(e) Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the legal maximum rate per annum. No Owner may waive, or otherwise escape personal liability for the assessments provided for herein by abandonment of his Lot. A suit to recover a money judgment for such expenses, with costs of collection and interest as provided for herein, shall be maintainable by the Association without foreclosing or waiving the lien securing the same.

Section 10. Subordination of Lien to First

Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any first Mortgage, and the sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of a first mortgage, or pursuant to any other proceeding or arrangement in lieu of such foreclosure, shall extinguish the lien of such assessments as to installments which became due prior to the effective date of such sale, transfer or acquisition by the mortgagee to the end that no assessment liability shall accrue to an acquiring mortgagee except with respect to installments of assessments becoming due after possession has passed to such acquiring mortgagee, whether such possession has passed at the termination of any period of redemption or otherwise, and in the event of the extinguishment of such assessment lien as aforesaid, the entire amount of such unpaid assessment shall be reallocated and assessed against and payable by the Owners of all other Lots in the Association, exclusive of such mortgaged Lot. No such sale, transfer or acquisition of possession shall relieve an Owner of a Lot from liability for any assessments thereafter becoming due or from the lien thereof or shall relieve the

person personally obligated to pay the assessments which were levied prior to the transfer of such property from the personal obligation to pay the same.

ARTICLE V

Easements

Section 1. Easements. In addition to the easements, covenants, restrictions and conditions of Article VII concerning party walls and of Article VIII concerning architectural and exterior controls, all Living Units and Lots shall be subject to easements and covenants hereinafter specifically described for the benefit of the Properties or for the limited benefit of specified adjoining Lots, all as more fully set forth hereinafter in this Article. The easements described in this Article V shall be nonexclusive, except as hereinafter stated, and perpetual in duration and shall be appurtenant to the Lots which are served and benefited by such easements. Nothing herein contained shall constitute a dedication of any interest in such easements to the public or give any members of the public any rights hereunder.

Section 2. Private Common Driveway Easements.

(a) Common Driveway Easement. Each Lot identified on EXHIBIT C, attached hereto and hereby incorporated herein, shall be subject to a common driveway easement over the area of such Lots described in said EXHIBIT C running in favor of any adjoining Lot described on said EXHIBIT C and the Owner of such adjoining Lot, or his or her tenants, invitees or licensees, for the purpose of pedestrian and vehicular ingress and egress to and from public streets and the respective Lots served and benefitted by such easement.

(b) Maneuvering Easement. Each of the Lots identified on EXHIBIT C which is served and benefitted by, or

subject to and burdened with, a common driveway easement as described hereinabove shall be subject to and burdened with a maneuvering easement running in favor of the Owners of any other Lot or Lots also served or burdened by such common driveway easement, their tenants, invitees and licensees, for the purpose of backing, turning or otherwise maneuvering vehicles, but only over that portion of such burdened Lot which is covered by the paved driveway apron, as originally constructed, which lies more than twenty (20) feet measured perpendicularly from the garage door of the building erected upon such burdened Lot.

(c) Interference With Easements. No obstructions which would prevent, restrict or otherwise inhibit the passage of pedestrians or vehicles over any portion of the common driveway easement or maneuvering easement shall be erected, condoned or permitted to endure by the Owner of any Lot burdened with such easements, his tenants, invitees or licensees, nor shall any other conduct, passive or affirmative, including but not limited to the parking or storage of vehicles, be permitted which would in any manner restrict the rights of the respective Owners of each benefitted Lot, their tenants, invitees and licensees, to fully utilize such easements for the purposes permitted herein. The provisions of this subparagraph shall constitute restrictive covenants running with and binding upon the Lots described on EXHIBIT C attached.

(d) Enforcement of Easements. The restrictions as set forth herein shall be, and they are hereby granted, solely for the benefit of and shall be enforceable by any of the Owners of the respective Lots and their respective successors in title, but no other person shall have any rights to enforce

any of the restrictions herein set forth nor shall any other person, other than such Owner, have any interest in the easements hereby created and declared.

(e) Remedies for Violation. In the event of any violation or attempted or threatened violation of the terms hereof, or any interference or attempted or threatened interference with the easement rights herein granted, the easements may be enforced by the Owner of any benefitted Lot, or his heirs, personal representatives, successors or assigns, by restraining order or injunction, temporary or permanent, prohibiting such violation or interference and demanding compliance with the provisions hereof, which restraining order and injunction shall be obtainable upon proof of the existence of such violation or attempted or threatened violation or interference, and without the necessity of proof of the inadequacy of legal remedies or irreparable harm.

Maintenance of such driveways, as well as maintenance of the private apron from the common driveway to a Living Unit, shall be performed by the Association and shall be assessable against all Lots in the Association as a part of exterior maintenance.

Section 3. Private Yard Easements. Except as hereinafter provided, each Owner shall be fully entitled to the exclusive use and occupancy of the Private Yard Area in his Lot to the exclusion of all others, provided, however, all other Owners shall be entitled to a visual easement over all Private Yard Areas, subject to and limited by the original structures erected thereon. No Owner shall erect or cause to be erected any structure of any sort upon his Lot or plant any trees or shrubs prior to obtaining the written approval of the Association. Except as permitted under the limited circumstances described in the preceding sentence, all



planting, landscaping and private yard maintenance shall be performed by the Association and the costs thereof shall be and constitute a portion of the general annual assessment by the Association upon all Lots in the Properties.

Section 4. Utility Easements. Each of the Lots in the Properties shall be subject to a right and easement for underground general utility purposes, including but not limited to sewer, water, electrical, gas and telephone purposes, including the right to build, construct, reconstruct, rebuild, repair, maintain and operate underground sewer, storm sewer, water, electrical, gas and telephone mains, and any surface connections to such underground mains, along with the right to enter upon, and open the ground for such purposes providing that all such openings shall be filled and the surface restored to its former condition. All the utility easements hereby created shall be confined to the area or areas actually occupied by utility mains as initially constructed or installed by the Declarant, or any successors or assigns of Declarant, or as shown on the recorded plat of the Properties. All such utility easements shall jointly run in favor of and inure to the benefit of the Owners of the adjacent Lots, the association of homeowners administering the Properties and any and all public authorities or utility companies maintaining or operating any utility facilities upon such easement area. The utility easements described hereinabove are and shall continue to be superior to the private common driveway easements described hereinabove, provided, however, that in the event it shall be necessary to install, repair or maintain any utility facilities crossing any private common driveway, such repairs and maintenance shall be undertaken so as to cause, to the extent practicable, minimal interference with the use of such

easements; and any and all damage to the road or driveway apron surfaces shall be repaired and the surface fully restored. The Association or its designees shall have the right of free access to any Lot or Living Unit for purposes of maintaining any utility service to any Lot in the Properties. The Association shall have the further right to maintain on the exterior of any Living Unit a separately metered water line or lines for yard maintenance purposes.

Section 5. Common Area Easements. Subject to the provisions of this Article, every Member shall have the perpetual, nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of every Lot, subject, however, to the following provisions:

(a) The rights of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area, and in aid thereof, to mortgage the Common Area. The rights of any mortgagee of the Common Area shall be subordinate to this Declaration;

(b) The right of the Association to establish uniform rules and regulations for the use of the Common Area and the personal conduct of Owners and their family members and invitees thereon;

(c) The rights of the Association, as provided in its Articles and Bylaws, to suspend the voting rights of any Owner and/or the rights and easements of any Owner or his family members and invitees in the Common Area for any period during which any assessment remains unpaid; and to suspend said rights and easements for any period not to exceed sixty (60) days, to impose a reasonable fine as established from time to time by the rules and regulations of the Association for each

infraction of its published rules and regulations, and to enjoin any infraction or attempted infraction thereof;

(d) The right of the Association to dedicate or grant easements for public utilities and for other public purposes consistent with the intended use of the Common Area and facilities as to all or any part of the Common Area if approved by at least two-thirds (2/3) of the votes of each class of Members cast at a duly called meeting of the Members;

(e) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure; and

(f) The rights of the City of Eagan.

Except as herein provided, no Owner shall obstruct or interfere with the rights and easements of other Owners in the Common Area, and nothing shall be planted, altered or constructed upon or removed from the Common Area by an Owner, unless with the prior written consent of the Association. If an Owner shall violate this section, the Association may restore the Common Area to its prior condition and may assess the cost of such restoration against said Owner. Any such assessment shall be due and payable upon demand and shall be a lien upon the Lot of said Owner from the date of assessment. The Association shall have the same rights and powers to collect such assessments as are provided herein for the collection of delinquent annual assessments. If an Owner interferes with a right or easement of another Owner in the use of the Common Area, except as herein provided, the Association or the Owner so interfered with may commence an action to enjoin such interference and the prevailing party in such action shall be entitled to recover such reasonable attorneys' fees as the court may allow, together with all necessary costs

and disbursements incurred in connection therewith. By subscription to an instrument in recordable form assenting to dedication or transfer of two-thirds (2/3) of each class of Members, the Association may dedicate or transfer all or any part of its interest in the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. Any Owner may delegate his right of enjoyment in the Common Area and the facilities thereon to the members of his family, his tenants or contract for deed purchasers who reside on his Lot, provided, however, that the aforesaid rights shall be subject to the right of the Association to require the use of licenses, permits or other means of identification as a condition for the use and enjoyment of the Common Area and the facilities located thereon.

#### ARTICLE VI

##### Responsibility of the Association

Section 1. The Common Area. The Association, shall be responsible for the exclusive management, maintenance and control of the Common Area and all improvements thereon.

Section 2. Services. The Association may engage and pay for the services of any person or entity to manage its affairs or to perform any services which the Association shall determine to be necessary or desirable for the proper operation of the Association whether such services are performed by employees of the Association or by a person or entity with whom the Association contracts for such services. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration. The Association shall arrange for trash collection, snow removal and other common

services to Owners and shall maintain the exteriors of the Living Units, Private Yard Areas and Private Common Driveways.

Section 3. Personal Property for Common Use. The Association may acquire and hold for the beneficial use and enjoyment of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise.

Section 4. Restriction on Capital Improvements. During a period of five (5) years from the date of this Declaration the Association may not authorize capital improvements to the Common Area except for replacement or repair of those items set forth in the original plans, provided, however, that such capital improvements may be made with the approval of two-thirds (2/3) of each class of voting Members.

#### ARTICLE VII

##### Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the Living Units upon the Properties and placed upon the dividing line between the Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the

other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, any Owner who, by his negligent or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing and providing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Encroachments. If for whatever reason a wall intended to be a party wall is not precisely constructed on the dividing line between two Lots during the life of the building containing such wall, the Lot upon which such party wall encroaches shall be subject to an easement for the life of such building which shall be in favor of and appurtenant to the other Lot to the end that for all purposes of this Declaration such wall shall be treated as if it were centered precisely upon the common Lot line.

Section 7. Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all of the arbitrators shall be final and conclusive on the question involved.

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 having been deemed to have been approved by the architectural committee. None of the members of the architectural committee shall be entitled to any compensation for their services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by such committee. Exterior antennae shall not be placed on any building without the express written approval of the architectural committee. During the time in which the Association has a Class B Member, all decisions of the architectural committee may be vetoed by the Declarant. Notwithstanding anything contained in this Article VIII to the contrary, all plans and specifications for the initial construction of any Living Unit shall be subject to the prior approval of the Declarant.

Section 2. Exterior Maintenance. In order to preserve the uniform and high standards of appearance of the Properties, the Association shall provide and be solely responsible for the maintenance and repair of the exterior of all Living Units and the walks, yard areas and driveways of the Lots, which responsibility shall include, but not be limited to, the following: the maintenance and repair of the exterior surfaces of all buildings on the Properties, including, without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance and repair of roofs, gutters, downspouts and overhangs, (but excluding all maintenance and repair to glass and other window surfaces), mowing, trimming, watering and other care of grass, trees and

other plants, and the maintenance and repair of walks, driveway aprons, driveways and walkways, including snow removal therefrom. All maintenance and repair of individual Living Units and garages shall be the sole obligation and responsibility and expense of the individual Owners thereof, except to the extent that the exterior maintenance and repair is provided by the Association. In the event that any maintenance or repair measures are necessitated by willful or negligent acts of any Owner, his family members or invitees, the cost of all such maintenance and repairs shall be added to and become a part of the assessments to which the Lot of such Owner is subject. The Association or its representatives shall have the right to enter upon any Lot for the purpose of maintaining the common plumbing, sewer and utility lines crossing such Lot. The Association shall be responsible for all damage done to the Lots and the improvements thereon in the course of such maintenance and repair and shall perform or pay for the restoration of and repairs to such improvements. In addition to the above-described maintenance obligations of the Association, the Association shall, in conjunction with the other homeowner associations administering the Common Area and the facilities located thereon, be solely responsible for the maintenance and repair of the Common Area and the facilities located thereon.

#### ARTICLE IX

##### Insurance and Reconstruction

Section 1. Liability Insurance; Fidelity Bonds. The Board of Directors of the Association or its duly authorized agent shall obtain a broad form of public liability insurance insuring the Association, with such limits of liability as the Association shall determine to be necessary, against all acts,



omissions to act and negligence of the Association, its employees and agents. The Association's Board of Directors shall also provide fidelity bonds providing protection to the Association against loss by reason of acts of fraud or dishonesty on the part of the Association's Directors, managers, officers, employees or volunteers who are responsible for the handling of funds of the Association in an amount sufficient to provide no less protection than one and one-half (1 1/2) times the estimated annual operating expenses and reserves of the Association.

Section 2. Destruction and Reconstruction. In the event that a building or buildings containing a Living Unit is partially or totally destroyed and in the further event that a decision is made by the Owners of the Living Units in such building or buildings whose Living Units are affected by such destruction or casualty to repair or reconstruct such building or buildings, then such repairs or reconstruction must be substantially commenced no later than ninety (90) days following the date upon which such decision has been made by such Owners. No such reconstruction or repairs shall be commenced without (i) the unanimous written consent of all the Owners in the buildings whose Living Units are affected by such destruction or casualty and (ii) the written approval of the plans and specifications of the proposed repairs and reconstruction by the Architectural Control Committee.

Section 3. Manner of Reconstruction. On reconstruction, the design, plan and specifications of any building or Living Unit may vary from that of the original upon approval of the Architectural Control Committee, provided, however, that the number of square feet of any Living Unit may not vary by more than Five Percent (5%) from the number of

square feet for such Living Unit as originally constructed, and the location of the buildings shall be substantially the same as prior to the damage or destruction. All reconstruction costs and expenses shall be the sole obligation of the affected Owners only and shall not be assessed to any other Owners.

#### ARTICLE X

##### Notice to First Mortgagees

Section 1. Mortgagee's Rights. Notwithstanding any other provisions of this Declaration, the Articles of Incorporation or the By-Laws of the Association, the provisions of this Article shall control and in the event of a conflict between the provisions of this Article and the provisions of such Declaration, Articles or By-Laws, the provisions of this Article shall control.

Section 2. Notice of Default. Any mortgagee holding a first mortgage on a Lot and who shall have previously filed a written request with the Association shall be entitled to written notification of any default by the mortgagor or Owner of such Lot or his or their heirs, successors or assigns, in the payment of any assessments or the performance of any other duties or obligations herein set forth which shall have remained in default for a period of thirty (30) days or more. The neglect or failure of the Association to tender such notice to the mortgagee shall toll the running of any time limits applicable to the procedure for the collection of such assessment or remedies available to the Association on account of such default.

#### ARTICLE XI

##### Consent Required

Without the prior written approval of two-thirds (2/3) of each class of Members, the Association shall not be entitled to:

(a) By act or omission seek to abandon, petition, subdivide, encumber, sell or transfer any part of the Properties which the Association shall have acquired for the benefit of the Owners;

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot;

(c) By act or omission change, waive or abandon the scheme of exterior and architectural controls, exterior maintenance, maintenance of party walls or law maintenance as hereinabove set forth.

#### ARTICLE XII

##### General Restrictions, Obligations and Rights of Owners

Section 1. Living Unit Restrictions. No Living Unit shall be used for purposes other than as a single family residence, nor shall any garage be used for or occupied as living or sleeping quarters, nor shall any trade or business of any kind be carried on within a Living Unit or upon a Lot, nor shall any Lot or any part thereof be leased, sublet, assigned or suffered to be used for hotel or transient occupancy, provided, however, that none of the following activities shall be considered to be in violation of these restrictions:

(a) the maintenance of a business and sales office by the Declarant or its designee during the construction and sale periods;

(b) the maintenance of an office by the Association or its designated manager for the purposes of management of Properties;

(c) lease or rental of a Lot for purposes consistent with this Article.

Section 2. Prohibition of Damage and Certain

Activities. Nothing shall be done or kept on any Lot or any part thereof (i) to increase the rate of insurance on any other Lot over what the Owner of such other Lot, but for such activity, would pay without the prior written consent of the Association, or (ii) which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to or waste of the Properties or the buildings situated thereon shall be committed by any Owner or any invitee of any Owner and each Owner agrees to indemnify and hold harmless the Association and the other Owners from and against all loss resulting from any such damage or waste caused by him or his invitees. No noxious, destructive or offensive activity shall be allowed on any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing on the Properties.

Section 3. Animals. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in or upon any Lot or any part thereof except that the Association may, by regulation, rule or otherwise develop rules for the keeping of dogs, cats or other household pets, provided, however, that no such pets shall be kept, bred or maintained for any commercial purposes.

Section 4. Signs. No signs of any kind shall be displayed to the public view on any Lot, provided, however, one sign, if not more than five (5) square feet in area and which shall be attached or affixed to a Living Unit and not upon the private yard area, may be used to advertise such Living Unit for sale or rent, provided, further, the Declarant reserves for itself, its agents, and its designees the right to maintain a

business and sales office during the construction and sales period and to place any advertising sign upon the Properties during such period.

Section 5. Maintenance of Garages. All garage facilities, if any, as originally erected by the Declarant or its designees, shall be retained as and used for a garage facility for the off-street interior storage of the vehicles and no such facility shall be converted by construction or usage to any other purpose.

#### ARTICLE XIII

##### General Provisions

Section 1. Enforcement. The Association or any Owner shall have the right to enforce by a proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration including, but not limited to, the collection of all assessments. In the event that the Association should employ the services of an attorney in connection with a breach of the terms hereof, and if the Association shall prevail in any such action, such Member shall pay, in addition to all other sums due, the Association's reasonable attorneys' fees, costs and expense. The failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If these restrictions are enforced by appropriate proceedings by any one or more of such heretofore described persons, such persons may be reimbursed by the Association for all or any part of the costs incurred as the Board of Directors of the Association shall in its sole discretion determine.

Section 2. Access. Solely for the purpose of performing the maintenance authorized by this Declaration, the

Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot.

Section 3. Amendments. The provisions of this Declaration may be amended by an instrument signed by Members entitled to cast no less than Two-thirds (2/3) of such votes. No amendment shall be effective until it shall have been properly recorded.

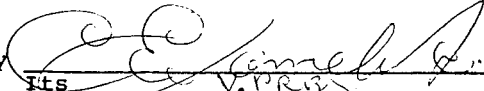
Section 4. FHA/VA Approval. As long as there are Class B Members, the following actions shall require the prior approval of the Federal Housing Administration or the Veteran's Administration: annexation of additional properties as provided under Section 2 of Article II herein; the amendment of this Declaration of Covenants, Conditions and Restrictions; and the conveyance of the Common Area.

Section 5. Limitation on Declaration. The covenants, restrictions, conditions and reservations imposed or established by or created under this Declaration shall run with and bind the Properties perpetually from the date of the recording of this Declaration and may be enforced as provided herein, unless revoked, changed or amended in whole or in part by Members entitled to cast two-thirds (2/3) of the votes of the membership and evidenced by a recorded instrument executed by duly authorized Officers of the Association.

Section 6. Severability. The invalidation of any one of these covenants or restrictions by legislation, judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this document to be executed as of the day and year first above written.

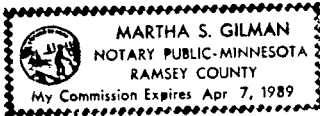
RICHARDSON PROPERTIES INC.

By   
Its V.P.R.

STATE OF MINNESOTA )  
                          ) ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of July, 1983, by C.E. Sameluk, the Vice-President of RICHARDSON PROPERTIES INC., a Delaware corporation, on behalf of the corporation.

  
Notary Public



DRAFTED BY:

DORSEY & WHITNEY (CLG)  
2200 First Bank Place East  
Minneapolis, Minnesota 55402

EXHIBIT A

Lots 1 through 20, inclusive, Block 3;  
all in Windcrest Addition according to the  
plat thereof on file or of record in the  
Office of the County Recorder of Dakota  
County, Minnesota.



EXHIBIT B

Lots 1 through 40, inclusive, Block 1; Lots 1 through 8, inclusive, Block 2; and Lots 1 through 8, inclusive, Block 3; Outlots A, B, C, D, E, and F; all in Windcrest 2nd Addition, according to the plat thereof on file or of record in the Office of the County Recorder of Dakota County, Minnesota;

Subject to and together with the following easements:

A 16 foot perpetual easement for driveway purposes over and across the following described land:

Lots 3, 4, 5 and 6, Block 1, WINDCREST 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

The center line of said easement being described as follows:

Beginning at the northeasterly corner of said Lot 4; thence North 89 degrees 34 minutes 43 seconds West, assumed bearing along the northerly lines of said Lots 3 and 4, a distance of 110.00 feet and there terminating.

The side lines of said easement shall be lengthened or shortened as to terminate in the easterly lines of said Lots 4 and 5.

A 16 foot perpetual easement for driveway purposes over and across the following described land:

Lots 7, 8, 9 and 10, Block 1, WINDCREST 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

The center line of said easement being described as follows:

Beginning at the northeasterly corner of said Lot 8; thence North 89 degrees 34 minutes 43 seconds West, assumed bearing along the northerly lines of said Lots 7 and 8, a distance of 110.00 feet and there terminating.

The side lines of said easement shall be lengthened or shortened as to terminate in the easterly lines of said Lots 8 and 9.

EXHIBIT B - (cont.)

A 16 foot perpetual easement for driveway purposes over and across the following described land:

Lots 11, 12, 13 and 14, Block 1, WINDCREST 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

The center line of said easement being described as follows:

Beginning at the northeasterly corner of said Lot 12; thence North 89 degrees 34 minutes 43 seconds West, assumed bearing along the northerly lines of said Lots 11 and 12, a distance of 110.00 feet and there terminating.

The side lines of said easement shall be lengthened or shortened as to terminate in the easterly lines of said Lots 12 and 13.

A 16 foot perpetual easement for driveway purposes over and across the following described land:

Lots 15, 16, 17 and 18, Block 1, WINDCREST 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

The center line of said easement being described as follows:

Beginning at the northeasterly corner of said Lot 16; thence North 89 degrees 34 minutes 43 seconds West, assumed bearing along the northerly lines of said Lots 15 and 16, a distance of 130.00 feet and there terminating.

The side lines of said easement shall be lengthened or shortened as to terminate in the easterly lines of said Lots 16 and 17.

EXHIBIT B - (cont.)

A 16 foot perpetual easement for driveway proposes over and across the following described land:

Lots 19, 20, 21 and 22, Block 1, WINDCREST 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

The center line of said easement being described as follows:

Commencing at the northeasterly corner of said Lot 22; thence South 20 degrees 15 minutes 01 seconds West, assumed bearing along the southeasterly line of said Lot 22, a distance of 60.00 feet; thence North 69 degrees 44 minutes 59 seconds West a distance of 30.00 feet to the point of beginning of said center line to be described; thence South 69 degrees 44 minutes 59 seconds East to the intersection with the southerly line of said Lot 21; thence easterly along said southerly line to the southeasterly corner of said Lot 21 and there terminating.

The side lines of said easement shall be lengthened or shortened as to terminate in the easterly lines of said Lots 20 and 21.

A 16 foot perpetual easement for driveway purposes over and across the following described land:

Lots 23, 24 and 25, Block 1, WINDCREST 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

The center line of said easement being described as follows:

Commencing at the southeasterly corner of said Lot 23; thence North 20 degrees 15 minutes 01 seconds East, assumed bearing along the southeasterly line of said Lot 23, a distance of 50.00 feet; thence North 69 degrees 44 minutes 59 seconds West a distance of 30.00 feet to the point of beginning of said center line to be described; thence South 69 degrees 44 minutes 59 seconds East to the intersection with the northeasterly line of said Lot 24; thence southeasterly along said northeasterly line to the most easterly corner of said Lot 24 and there terminating.

The side lines of said easement shall be lengthened or shortened as to terminate in the southeasterly lines of said Lots 24 and 25.

EXHIBIT B - (cont.)

A 16 foot perpetual easement for driveway purposes over and across the following described land:

Lots 27, 28 and 29, Block 1, WINDCREST 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

The center line of said easement being described as follows:

Commencing at the southwesterly corner of said Lot 27; thence North 78 degrees 12 minutes 25 seconds East, assumed bearing along the southerly line of said Lot 27, a distance of 50.00 feet; thence North 11 degrees 47 minutes 35 seconds West a distance of 30.00 feet to the point of beginning of said center line to be described; thence South 11 degrees 47 minutes 35 seconds East to the intersection with the easterly line of said Lot 28; thence southerly along said easterly line to the southeasterly corner of said Lot 28 and there terminating.

The side lines of said easement shall be lengthened or shortened as to terminate in the southerly lines of said Lots 28 and 29.

A 16 foot perpetual easement for driveway purposes over and across the following described land:

Lots 28, 29 and 30, Block 1, WINDCREST 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

The center line of said easement being described as follows:

Commencing at the most southerly corner of said Lot 30; thence North 43 degrees 49 minutes 57 seconds West, assumed bearing along the southwesterly line of said Lot 30, a distance of 50.00 feet; thence North 46 degrees 10 minutes 03 seconds East a distance of 30.00 feet to the point of beginning of said center line to be described; thence South 46 degrees 10 minutes 03 seconds West to the intersection with the westerly line of said Lot 29; thence southerly along said line to the southwesterly corner of said Lot 29 and there terminating.

The side lines of said easement shall be lengthened or shortened as to terminate in the southerly lines of said Lots 28 and 29.

EXHIBIT B - (cont.)

A 16 foot perpetual easement for driveway purposes over and across the following described land:

Lots 31, 32 and 33, Block 1, WINDCREST 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

The center line of said easement being described as follows:

Commencing at the most westerly corner of said Lot 31; thence South 43 degrees 49 minutes 57 seconds East, assumed bearing along the southwesterly line of said Lot 31, a distance of 50.00 feet; thence North 46 degrees 10 minutes 03 seconds East a distance of 30.00 feet to the point of beginning of said center line to be described; thence South 46 degrees 10 minutes 03 seconds West to the intersection with the southerly line of said Lot 32; thence westerly along said line to the most southerly corner of said Lot 32 and there terminating.

The side lines of said easement shall be lengthened or shortened as to terminate in the westerly lines of said Lots 32 and 33.

A 16 foot perpetual easement for driveway purposes over and across the following described land:

Lots 32, 33 and 34, Block 1, WINDCREST 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

The center line of said easement being described as follows:

Commencing at the southwesterly corner of said Lot 34; thence North 0 degrees 25 minutes 17 seconds East, assumed bearing along the westerly line of said Lot 34, a distance of 50.00 feet; thence South 89 degrees 34 minutes 43 seconds East a distance of 30.00 feet to the point of beginning of said center line to be described; thence North 89 degrees 34 minutes 43 seconds West to the intersection with the northwesterly line of said Lot 33; thence southwesterly along said line to the northwesterly corner of said Lot 33 and there terminating.

The side lines of said easement shall be lengthened or shortened as to terminate in the westerly lines of said Lots 32 and 33.

EXHIBIT B - (cont.)

A 16 foot perpetual easement for driveway purposes over and across the following described land:

Lots 35, 36, 37 and 38, Block 1, WINDCREST 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

The center line of said easement being described as follows:

Beginning at the northwesterly corner of said Lot 37; thence South 89 degrees 34 minutes 43 seconds East, assumed bearing along the northerly lines of said Lots 37 and 38, a distance of 135.00 feet and there terminating.

The side lines of said easement shall be lengthened or shortened as to terminate in the westerly lines of said Lots 36 and 37.

An 8 foot perpetual easement for driveway purposes over and across the following described land:

Lots 1 and 2, Block 2, WINDCREST 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

The easterly line of said easement being described as follows:

Beginning at the northeasterly corner of said Lot 2; thence South 0 degrees 25 minutes 17 seconds West, assumed bearing along the easterly lines of said Lots 1 and 2, a distance of 110.00 feet and there terminating.

The side lines of said easement shall be lengthened or shortened as to terminate in the northerly line of said Lot 2.

A 16 foot perpetual easement for driveway purposes over and across the following described land:

Lots 3, 4, 5 and 6, Block 2, WINDCREST 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

The center line of said easement being described as follows:

Beginning at the northwesterly corner of said Lot 3; thence South 0° 25 minutes 17 seconds West, assumed bearing along the westerly lines of said Lots 3 and 4, a distance of 110.00 feet and there terminating.

The side lines of said easement shall be lengthened or shortened as to terminate in the northerly lines of said Lots 3 and 6.

EXHIBIT B - (cont.)

A 16 foot perpetual easement for driveway purposes over and across the following described land:

Lots 7 and 8, Block 2, WINDCREST 2ND ADDITION,  
according to the recorded plat thereof, Dakota  
County, Minnesota.

The center line of said easement being described as follows:

Commencing at the northeasterly corner of said Lot  
7; thence North 89 degrees 34 minutes 43 seconds  
West, assumed bearing along the northerly line of  
said Lot 7, a distance of 50.00 feet to the point  
of beginning of said center line to be described;  
thence South 0 degrees 25 minutes 17 seconds West  
a distance of 110.00 feet and there terminating.

The side lines of said easement shall be lengthened or shortened  
as to terminate in the northerly line of said Lot 7.

A 16 foot perpetual easement for driveway purposes over and  
across the following described land:

Lots 1 and 2, Block 3, WINDCREST 2ND ADDITION,  
according to the recorded plat thereof, Dakota  
County, Minnesota.

The center line of said easement being described as follows:

Commencing at the northeasterly corner of said  
Lot 1; thence North 87 degrees 36 minutes 12  
seconds West, assumed bearing along the northerly  
line of said Lot 1, a distance of 50.00 feet to  
the point of beginning of said center line to be  
described; thence South 2 degrees 23 minutes 48  
seconds West a distance of 110.00 feet and there  
terminating.

The side lines of said easement shall be lengthened or shortened  
as to terminate in the northerly line of said Lot 1.

EXHIBIT B - (cont.)

A 16 foot perpetual easement for driveway purposes over and across the following described land:

Lots 3, 4, 5 and 6, Block 3, WINDCREST 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

The center line of said easement being described as follows:

Beginning at the northwesterly corner of said Lot 5; thence South 2 degrees 23 minutes 48 seconds West, assumed bearing along the westerly lines of said Lots 5 and 6, a distance of 110.00 feet and there terminating.

The side lines of said easement shall be lengthened or shortened as to terminate in the northerly lines of said Lots 4 and 5.

An 8 foot perpetual easement for driveway purposes over and across the following described land:

Lots 7 and 8, Block 3, WINDCREST 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

The easterly line of said easement being described as follows:

Beginning at the northeasterly corner of said Lot 8; thence South 2 degrees 23 minutes 48 seconds West, assumed bearing along the easterly lines of said Lots 7 and 8, a distance of 110.00 feet and there terminating.

The side lines of said easement shall be lengthened or shortened as to terminate in the northerly line of said Lot 8.



EXHIBIT C

An 8 foot perpetual easement for driveway purposes over and across the following described land:

Lots 1 and 2, Block 3, WINDCREST ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

The westerly line of said easement being described as follows:

Beginning at the northwesterly corner of said Lot 1; thence South 0 degrees 25 minutes 17 seconds West, assumed bearing along the westerly lines of said Lots 1 and 2, a distance of 110.0 feet and there terminating.

The side lines of said easement shall be lengthened or shortened as to terminate in the northerly line of said Lot 1.

A 16 foot perpetual easement for driveway purposes over and across the following described land:

Lots 3, 4, 5 and 6, Block 3, WINDCREST ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

The center line of said easement being described as follows:

Beginning at the northwesterly corner of said Lot 5; thence South 0 degrees 25 minutes 17 seconds West, assumed bearing along the westerly lines of said Lots 5 and 6, a distance of 110.00 feet and there terminating.

The side lines of said easement shall be lengthened or shortened as to terminate in the northly lines of said Lots 4 and 5.

EXHIBIT C - (cont.)

A 16 foot perpetual easement for driveway purposes over and across the following described land:

Lots 11, 12, 13 and 14, Block 3, WINDCREST ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

The center line of said easement being described as follows:

Beginning at the northwesterly corner of said Lot 13; thence South 10 degrees 02 minutes 49 seconds East, assumed bearing along the westerly lines of said Lots 13 and 14, a distance of 110.00 feet and there terminating.

The side lines of said easement shall be lengthened or shortened as to terminate in the northerly lines of said Lots 12 and 13.

A 16 foot perpetual easement for driveway purposes over and across the following described land:

Lots 7, 8, 9 and 10, Block 3, WINDCREST ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

The center line of said easement being described as follows:

Beginning at the northwesterly corner of said Lot 9; thence South 0 degrees 25 minutes 17 seconds West, assumed bearing along the westerly lines of said Lots 9 and 10, a distance of 110.00 feet and there terminating.

The side lines of said easement shall be lengthened or shortened as to terminate in the northerly lines of said Lots 8 and 9.

EXHIBIT C - (cont.)

A 16 foot perpetual easement for driveway purposes over and across the following described land:

Lots 15, 16, 17 and 20, Block 3, WINDCREST ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

The center line of said easement being described as follows:

Beginning at the northwesterly corner of said Lot 17; thence South 15 degrees 19 minutes 33 seconds East, assumed bearing along the westerly lines of said lots 17 and 20, a distance of 110.00 feet and there terminating.

The side lines of said easement shall be lengthened or shortened as to terminate in the northerly lines of said Lots 16 and 17.

A 16 foot perpetual easement for driveway purposes over and across the following described land:

Lots 18 and 19, Block 3, WINDCREST ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

The center line of said easement being described as follows:

Commencing at the northwesterly corner of said Lot 18; thence North 74 degrees 40 minutes 27 seconds East, assumed bearing along the northerly line of said Lot 18, a distance of 50.00 feet to the point of beginning of said centerline to be described; thence South 15 degrees 19 minutes 33 seconds East a distance of 105.00 feet and there terminating.

The side lines of said easement shall be lengthened or shortened as to terminate in the northerly line of said Lot 18.

If either party refuses or fails to appoint promptly an arbitrator, the same may be appointed by any judge of the state district court for Dakota County, Minnesota. Arbitration shall be in accordance with the rules of the American Arbitration Association.

ARTICLE VIII

Architectural and Exterior Controls

Section 1. Architectural Control and Committee

Authority. No exterior additions, removals or alterations (including changes in color or appearance) to any building on the Lot, additional fences, hedges, trees, shrubs, walls, walkways, kennels, clotheslines and other structures shall be commenced, erected or maintained except such as are installed or approved by the Declarant in connection with the initial construction of the buildings on the Properties until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same shall have been submitted to and approved in writing as to harmony of the external design and location in relation to surrounding buildings erected upon the Properties by an architectural committee composed of the Board of Directors of the Association or three (3) or more representatives appointed by the Board of Directors. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been given, approval will not be required and this Article will be deemed to have been fully complied with. If no application has been made to the architectural 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,