

Sungate West HOA

Additional Information



Maintenance Responsibility List

	<i>Association</i>	<i>Homeowner</i>
Air Conditioner		<i>X</i>
Appliances: Stove, refrigerator, dishwasher, washer, dryer, etc. (see Mechanicals)		<i>X</i>
Caulking: Exterior of building	<i>X</i>	
Door: Patio (Board approval)		<i>X</i>
Door: Front door (Board approval)		<i>X</i>
Driveway: Includes curb and gutter	<i>X</i>	
Dryer Vents: cleaning		<i>X</i>
Electrical Wiring		<i>X</i>
Fences: Original installation only	<i>X</i>	
Fireplace & Accessories: Interior		<i>X</i>
Fireplace Chimney: Exterior	<i>X</i>	
Fireplace Chimney Cleaning		<i>X</i>
Foundation: Home unit and garage		<i>X</i>
Garage Doors: Structure	<i>X</i>	
Garage Doors: Operating parts, opener		<i>X</i>
Garage Interior (including foundation)		<i>X</i>
Gutters & Downspouts: Clean, repair or replace	<i>X</i>	
Home Exterior: Brick, roof and siding	<i>X</i>	
Home Interior: Including but not limited to wall, window coverings, flooring, foundation, etc.,		<i>X</i>
House (address) Numbers	<i>X</i>	
Insulation: Attic		<i>X</i>
Landscaping: Common Areas	<i>X</i>	

Maintenance Responsibility List
Continued

	<i>Association</i>	<i>Homeowner</i>
Landscaping: Patio Areas (Board approval except for flowers & planters)		X
Lawn Care: Mowing, fertilizing, and the fall and spring cleanup	X	
Lights - Common Areas: Fixtures and bulbs	X	
Lights – Exterior Garage Lights: Fixtures and bulbs	X	
Lights – Interior Garage Lights: Fixtures and bulbs		X
Lights – Security Lights: Installed by the Homeowner		X
Mailboxes (US Mail)	X	
Mechanicals: furnace, water heater, water softener, A/C, humidifier, etc.,		X
Meters: Gas and electric		X
Painting: Fences, exterior of homes and garages, and house numbers	X	
Patio Concrete Slabs: Original only	X	
Patio: Wooden patios built over the concrete patio by the homeowner		X
Pest Control: Imbedded in the building structure	X	
Pest Control: Outside or inside of home or garage		X
Plumbing - Exterior to home: Drains & stacks to the building trap connection	X	
Plumbing – Exterior to home: outside water faucet		X
Plumbing – Interior to home		X

Maintenance Responsibility List

Continued

	Association	Homeowner
Screens on Doors (Board approval)		X
Screens on Windows		X
Sewer line: townhome to the street	X	
Sidewalk and Steps	X	
Signage for the Association	X	
Skylights	X	
Snow Removal: Common Areas and sidewalk to the home	X	
Snow Removal: Patio		X
Snow and Ice Removal: Roof	X	
Water Faucet: Exterior		X
Water Line: Exterior of townhome to the street	X	
Watering the Lawn		X
Windows: Repair/Replace (Board approval on window replacements)		X

Please note: in the event, an item is in need of repair and this repair is the homeowner's responsibility, and this repair requires a vendor to go on the roof -

The homeowner first must contact the management company.

The Management company will then make sure the vendor being hired does carry the proper documents of insurance.

SUNGATE WEST HOMEOWNERS ASSOCIATION

Satellite Dish Installation

1. Notice to the Board

Prior to installation, all homeowners considering the installation of a satellite dish and / or any exterior reception device shall notify the Association's Board of Directors in writing.

Any deviation from the satellite dish installation provisions must be presented to the Board prior to installation.

2. Size of Dish

The maximum diameter size for the satellite dish is one (1) meter.

3. Professional Installer

The installation of a satellite dish and all wiring must be installed by a licensed, insured, and bonded professional installer. Prior to installation, the installer must provide certificates of insurance demonstrating liability and Workers' Compensation coverage. These certificates need to be presented to the Association Management Company prior to any work being performed.

4. Placement and Installation

Contact the Association Management Company to review the options below so all placement options and homeowner responsibilities are clear.

In order to avoid damage to your dish, the Association recommends that the dish be placed in one of the following areas:

Option 1: On the Patio

The dish can be located on the individual homeowner's property/patio space, but not into the space which is considered Common Ground. Placement of the dish on the patio directly below the roofline could potentially cause problems because of roof snow and ice removal that the Association periodically does during the winter months. Any damage to the dish is the sole responsibility of the homeowner.

Option 2: Behind the Air Conditioner Fence

The space behind the privacy fence where the air condition unit is located is permissible. In the event a post needs to be installed on which to attach the satellite dish, prior to installation of the post the homeowner is responsible for having electrical and gas lines marked by the utility companies. Concrete at the base of post is permitted.

Option 3: On Backside of the Chimney Chase

The dish can be installed on the backside of the chimney chase on the roof. The cabling is to be installed close to the base of the chimney chase and then directly down in front of the chase over the roofline, alongside the downspout. This will prevent the cabling from being snagged or torn up during the removal of any snow or ice from the roof.

SUNGATE WEST HOMEOWNERS ASSOCIATION

Satellite Dish Installation

Option 4: End Gable of Roofline

The dish can be installed on the upper end gable of the roofline. The cabling is to be hidden (kept out of sight) by running it down along the roofline to the lower eave and then running it under the eave to the unit.

Please Note: If the dish is placed on the roof in either location, Option #3 or Option #4, at no time will a homeowner be allowed on the roof to clean or reposition the dish. A call must be placed to the Association Management Company and they will schedule an approved vendor to clean snow off the dish or reposition it at the homeowner's expense. An extension brush that will reach the dish may be purchased and used by the homeowner.

For All Options

- a. Exterior cables may only have one installation hole into the building. A single hole drilled through the outer townhouse wall is allowed, but must be weatherproofed to avoid any water damage to the wall.
- b. The cable must be concealed as best as possible.
- c. All work must be done by a qualified contractor.

Only one dish is allowed per Unit. Installation shall not interfere with existing roof venting.

5. Responsibilities

- Removal of all installation and construction debris from the property is the responsibility of the homeowner and is the homeowner's expense.
- The Association shall not be responsible for damage to exposed wiring should work need to be done, such as repair or ice dam removal.
- Upon removal of the dish, the homeowner is responsible for returning the building structure to its original condition.
- Liability for damages resulting from the installation of the dish is born solely by the homeowner. This liability transfers to any future owners of the unit.
- Homeowners must carry damage coverage and list the Association as an additional insured.
- All maintenance repair and replacement of the dish is the responsibility of the homeowner.
- Homeowner is responsible for possible lightning and/or wind damage associated with the dish.
- The Association shall bear no responsibility to insure the dish nor shall the Association bear responsibility to compensate homeowners for damage to or removal of the dish for any reason.

I have been advised of my responsibilities in regard to installing a satellite dish.

_____ Alabama Avenue South St Louis Park, MN 55416

(Signature of Owner)

Date

Sungate West HOA

Account Ledger



Sungate West Homeowners Association, Inc.

Homeowner Transaction History 1/1/2023 - 4/25/2023

12211177 - David & Patricia Krueger - 2542 Alabama Ave S

Date	Description	Charge	Payment	Balance
	Prior Balance	-	-	\$0.00
1/1/2023	Operating Assessment	\$400.00	-	\$400.00
1/10/2023	ACH ...9302	-	(\$400.00)	\$0.00
2/1/2023	Operating Assessment	\$400.00	-	\$400.00
2/10/2023	ACH ...9302	-	(\$400.00)	\$0.00
3/1/2023	Operating Assessment	\$400.00	-	\$400.00
3/10/2023	ACH ...9302	-	(\$400.00)	\$0.00
4/1/2023	Operating Assessment	\$400.00	-	\$400.00
4/10/2023	ACH ...9302	-	(\$400.00)	\$0.00

Sungate West HOA

Articles of Incorporation



ncm
NEW CONCEPTS
MANAGEMENT

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To All To Whom These Presents Shall Come, Greeting:

Whereas, Articles of Incorporation, duly signed and acknowledged under oath, have been recorded in the office of the Secretary of State, on the --24th-- day of December, A. D. 1981 for the incorporation of

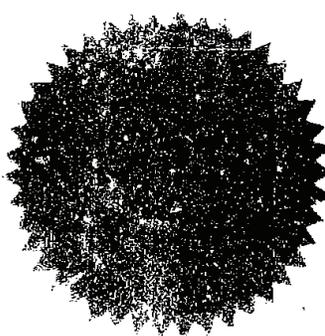
Surgate West Homeowners Association, Inc.

under and in accordance with the provisions of the Minnesota Nonprofit Corporation Act, Minnesota Statutes, Chapter 317;

Now, Therefore, by virtue of the powers and duties vested in me by law, as Secretary of State of the State of Minnesota, I do hereby certify that the said Surgate West Homeowners Association, Inc.

is a legally organized Corporation under the laws of this State

Witness my official signature hereunto subscribed and the Great Seal of the State of Minnesota hereunto affixed this --twenty-fourth-- day of December in the year of our Lord one thousand nine hundred and eighty-one



Jean Anderson Young
Secretary of State.

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ARTICLES OF INCORPORATION
OF
SUNGATE WEST HOMEOWNERS ASSOCIATION, INC.

We, the undersigned, being of full age, for the purpose of organizing a nonprofit corporation under the Minnesota Nonprofit Corporation Act, being Chapter 550 of the Laws of Minnesota for the year 1951, and acts amendatory thereto, do hereby adopt, sign and acknowledge the following Articles of Incorporation.

ARTICLE I

NAME

The name of the corporation is Sungate West Homeowners Association, Inc., hereafter called the "Association".

ARTICLE II

REGISTERED OFFICE

The registered office of the Association is located at St. Louis Park, Minnesota.

176315

ARTICLE III

PURPOSE AND POWER

The specific purpose for which this Association is formed is to provide for maintenance, preservation and architectural control of the residence Lots and Common Area

within those certain tracts of property which are either conveyed to the Association as Common Area or are subjected to the authority of the Association for specified purposes by the Declaration hereinafter defined (hereinafter called the "Properties"); and to promote the health, safety and welfare of the residents within such Properties and any additions thereto as may hereafter be brought within the authority of this Association and for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, Restrictions and Easements for Sungate West Townhomes, hereinafter called the "Declaration", applicable to the Properties and recorded or to be recorded in the office of the Registrar of Titles in and for Hennepin County, Minnesota, and as the same may be amended from time to time as therein provided;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and subject to limitations and conditions set forth in the Declaration, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of 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, subject, however, in any event, to the limitations and conditions set forth in the Declaration;

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent required by the Declaration;

(g) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Law of the State of Minnesota by law may now or hereafter have or exercise;

(h) Act as a "residential real estate management association" within the meaning of Section 528 of the Internal Revenue Code of 1954, as amended.

ARTICLE IV

MEMBERSHIP

Every Owner of a Lot subject to assessment, except as herein provided to the contrary, shall be entitled and required to be a member of the Corporation. If title to a Lot is held by more than one person, each of such persons shall be a member. An Owner of more than one Lot shall be entitled to one membership for each such Lot. Each such membership shall be appurtenant to the Lot upon which it is based and shall transfer automatically by voluntary or involuntary conveyance of the title of that Lot. No person or entity other than an Owner or Declarant may be a member of the Corporation, and a membership in the Corporation may not be transferred except in connection with the transfer of title to that Lot.

ARTICLE V

NO PECUNIARY GAIN; PROHIBITED ACTIVITIES

The Association does not and shall not afford pecuniary gain, incidentally or otherwise, to its members, directors, or officers, nor shall any part of the net earnings of the Association in any way inure to the private benefit of any such member, director or officer of the Association, or to any private

shareholder or individual within the meaning of Section 528(c)(1)(D) of the Internal Revenue Code, except that the Association shall be authorized to make reasonable allowance and payment for actual expenditures incurred or services rendered for or on behalf of the Association.

No substantial part of the activities of the Association shall constitute the carrying on of propaganda or of attempting to influence legislation, and the Association shall not participate or intervene in any political campaign on behalf of any candidate for public office, nor shall the Association engage in any transaction or carry on any other activity not permitted to be carried on by a management association exempt from federal income tax under Section 528 of the Internal Revenue Code (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners of Living Unit Lots, with the exception of the Declarant prior to termination of Class B membership, and shall be entitled to one vote for each Living Unit Lot owned. When more than one person holds title to any Living Unit Lot, all such

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persons shall be members. The vote for such Living Unit Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Living Unit Lot. There can be no split vote.

Class B. The class B member shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Living Unit Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) the third anniversary of the recording of the first conveyance of a Living Unit Lot to an Owner other than Declarant.

ARTICLE VII

BOARD OF DIRECTORS

(a) The number of directors constituting the first board of directors is three, their names and addresses being as follows:

<u>Name</u>	<u>Address</u>
Robert Carlson	823 Old Settlers Trail Hopkins, Minnesota 55343

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Carrie M. Carlson 823 Old Settlers Trail
Hopkins, Minnesota 55343

David R. Carlson 823 Old Settlers Trail
Hopkins, Minnesota 55343

(b) Said Directors shall serve until the first annual meeting of the members and until their successors have been duly elected and qualified, unless said directors sooner resign.

(c) The affairs of this Association shall be managed by a board of five (5) directors (except the first board, which shall consist of three (3) directors), who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. At the first annual meeting, the members shall elect two (2) directors for a term of one year, two (2) directors for a term of two years and one (1) director for a term of three years; and at each annual meeting thereafter the members shall elect directors for a term of three years to fill the appropriate number of vacancies.

(d) Officers shall be elected as provided for in the By-Laws.

ARTICLE VIII

INCORPORATORS

The names and addresses of the incorporators of the Corporation are:

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<u>Name</u>	<u>Address</u>
N. Walter Graff	4040 IDS Center Minneapolis, Minnesota 55402
James D. Olson	4040 IDS Center Minneapolis, Minnesota 55402
Scott D. Eller	4040 IDS Center Minneapolis, Minnesota 55402

ARTICLE IX

NO STOCK

The Association is organized upon a non-stock basis.

ARTICLE X

PERSONAL LIABILITY OF MEMBERS

The members of this Association shall have no personal liability for obligations of the Association.

ARTICLE XI

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than 75% of each class of members and either of 75% of the first mortgagees of Lots, based upon one vote for each mortgage owned, or of 75% of Owners other than Declarant. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this

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Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XII

DURATION

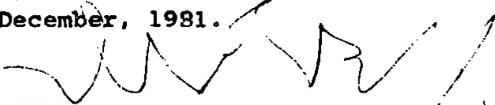
The duration of the corporate existence shall be perpetual.

ARTICLE XIII

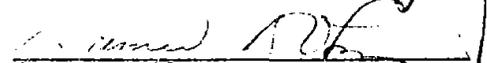
AMENDMENTS

Amendment of these Articles shall require the assent of 75% of the entire membership subject to the rights of first mortgagees set forth in the Declaration.

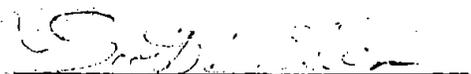
IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 23 day of December, 1981.



N. Walter Graff



James D. Olson



Scott D. Eller

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STATE OF MINNESOTA } ss.
COUNTY OF [redacted]

Olson [redacted] appeared before me
at [redacted] on [redacted] day of [redacted], 1985.
[redacted] Public

W. D. HANSON
NOTARY PUBLIC - MINNESOTA
ST. CECILIA COUNTY
Expires Dec. 15, 1985

STATE OF MINNESOTA
COUNTY OF [redacted]
I hereby certify that the within
instrument was filed for record in this
county on the 23 day of [redacted]
1985 at [redacted]
[redacted] [redacted]
[redacted] [redacted]

SUNGATE WEST HOMEOWNERS ASSOCIATION

c/o New Concepts Management
5707 Excelsior Blvd. St. Louis Park, MN 55416
952-922-2500 fax: 952-922-5400 e-mail: heather@ncmgi.com

M E M O R A N D U M

TO: Sungate West Association Members
FROM: Sungate West Board of Directors
DATE: October 17th, 2018
RE: **NEW POLICY RE: MOVE IN/MOVE OUT FEES**

Dear Homeowner(s),

As allowed by Section 5.6 of the Sungate West Homeowners Association Declaration, the Board of Directors has adopted the below policy. This policy will be effective as of January 1st, 2019.

Upon change in unit occupancy, the Sungate West Homeowners Association will require a move-in fee in the amount of \$200 and a move-out fee in the amount of \$200 for a total of \$400. This fee is to be paid by the unit owner to the Association prior to the transfer of title and/or the commencement of a new residential lease.

Please file this notice of a change in policy with your Governing Documents of the Association.

If you have any questions, please contact New Concepts Management at (952)922-2500

Sincerely,

The Sungate West Board of Directors

Sungate West HOA

Budget



GL Account	2022 Budget	2022 YTD Actual (Oct)	2023 Budget	Net Change	Notes
Income (Count: 2)					
06 - Income (Count: 2)					
04000 - Operating Assessments	161280	134400	164640	3660	\$245 monthly
04200 - Insurance Assessment	21042	15023.6	29000	7958	
	\$182,322.00	\$149,423.60	\$193,640.00	\$11,318.00	
		\$182,322.00	\$193,640.00	\$11,318.00	
Expense (Count: 25)					
07 - Professional Fees (Count: 4)					
05010 - Management Fees	15600	13000	15600	0	
05012 - Legal Fees	1000	788	1000	0	
05013 - Audit/Review/Tax Prep	990	990	990	0	
05014 - Collection Fees	1500	190	1500	0	
	\$19,090.00	\$14,968.00	\$19,090.00	\$0.00	
08 - Insurance & Income Tax (Count: 1)					
05020 - Property & Liability Insurance	21042	14380.27	29000	7958	Anticipate increase
	\$21,042.00	\$14,380.27	\$29,000.00	\$7,958.00	
09 - Utilities (Count: 2)					
05110 - Water-Irrigation	10000	7396.36	10000	0	
05130 - Trash Removal	12000	11136.95	13500	1500	Anticipate increase
	\$22,000.00	\$18,533.31	\$23,500.00	\$1,500.00	
11 - Grounds Maintenance (Count: 7)					
05300 - Grounds Contract	27000	18288.48	30000	3000	Anticipate increase
05325 - Snow Removal - Excess	3000	0	3000	0	
05330 - Snow Removal Supplies	2000	883.33	2000	0	
05340 - Irrigation Repairs	6000	1840.52	6000	0	
05350 - Landscaping	15000	11430	15000	0	
05358 - Tree/Plant Trimming/Service	4000	1519.49	4000	0	
05390 - Misc Grounds Repair	2650	0	2650	0	
	\$59,650.00	\$33,961.82	\$62,650.00	\$3,000.00	
12 - Building Maintenance (Count: 3)					
05500 - Painting - Exterior Buildings	6000	21606	0	-6000	Reserves
05510 - Roof Repairs - Vents	4328	0	0	-4328	
05564 - Exterior Repairs	2000	1156.83	3000	1000	Increase based on cost
	\$12,328.00	\$22,762.83	\$3,000.00	(\$9,328.00)	
13 - Common Area Maintenance (Count: 1)					
05650 - Concrete - Apron/Step Repair	0	0	0	0	
	\$0.00	\$0.00	\$0.00	\$0.00	
14 - Office & Administrative (Count: 7)					
05800 - Office Supplies	50	20.7	50	0	
05810 - Postage	100	149.47	200	100	
05820 - Copies	50	494.4	500	450	
05830 - Outsource Mailing	250	114.51	100	-150	
05840 - Bank Charges	60	60	60	0	
05950 - Operating Contingency	360	0	1990	1630	
05999 - Reserve Contribution	47342	39460	53500	6158	Increase based on reserve study
	\$48,212.00	\$40,239.08	\$56,400.00	\$8,188.00	
	\$182,322.00	\$144,845.31	\$193,640.00	\$11,318.00	
	\$0.00	\$4,578.29	\$0.00	\$0.00	

Sungate West HOA

Bylaws



SUNGATE WEST

Homeowners Association, Inc.

AMENDED AND RESTATED BYLAWS

May 18, 2012

**SUNGATE WEST HOMEOWNERS ASSOCIATION, INC.
AMENDED AND RESTATED BYLAWS**

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**SUNGATE WEST HOMEOWNERS ASSOCIATION, INC.
AMENDED AND RESTATED BYLAWS**

SECTION 1

GENERAL

The following are the Amended and Restated Bylaws of Sungate West Homeowners Association, Inc., a Minnesota non-profit corporation (the "Association"). The capitalized terms used in these Bylaws shall have the same meaning as they have in the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Sungate West Homeowners Association (the "Declaration").

SECTION 2

MEMBERSHIP

2.1 **Owners Defined.** All Persons described, as Owners in Section 4 of the Declaration shall be members of the Association. No Person shall be a member solely by virtue of holding a security interest in a Unit, including a contract for deed vendor. A Person shall cease to be a member when that Person is no longer an Owner.

2.2 **Registration of Owners and Occupants.** Each Owner shall register with the Association's management company if one is employed, or the Secretary of the Association, in writing, within thirty (30) days after taking title to a Unit providing the following information:

- (i) The name and address of the Owners and any Occupants of the Unit
- (ii) The nature of such Owner's interest or estate in each Unit owned;
- (iii) The address at which the Owner desires to receive notice of any meeting of the Owners, if other than the Unit address; and
- (iv) The name of the Owner, if there are multiple Owners of the Unit, who shall be authorized to cast the vote with respect to the Unit.

The Owner shall have a continuing obligation to advise the Association in writing of any changes in the foregoing information within 60 days of the event.

2.3 **Transfers.** The interests, rights and obligations of an Owner of the Association may be assigned, pledged, encumbered or transferred, but only along with and as a part of the title to the Owner's Unit or as otherwise specifically authorized by the Governing Documents or by law.

SECTION 3

VOTING

3.1 **Entitlement.** Votes shall be allocated to each Unit as provided in the Declaration. However, no vote shall be exercised as to a Unit if the Unit is owned by the Association.

**SUNGATE WEST HOMEOWNERS ASSOCIATION, INC.
AMENDED AND RESTATED BYLAWS**

3.2 Authority to Cast Vote. At any meeting of the Owners, an Owner included on the voting register presented by the Secretary in accordance with Section 4.6 hereof, or the holder of such Owner's proxy, shall be entitled to cast the vote which is allocated to the Unit owned by the Owner. If there is more than one Owner of a Unit, only one of the Owners may cast the vote. If the Owners of a Unit fail to agree as to who shall cast the vote, or fail to register pursuant to Section 2.2 hereof, the vote shall not be cast.

3.3 Voting by Proxy. Owner may cast the vote which is allocated to the Owner's Unit and be counted as present at any meeting of the Owners by executing a written proxy naming another Person entitled to act on that Owner's behalf, and delivering the same to the Secretary before the commencement of any such meeting. All proxies granted by an Owner shall remain in effect until the earliest of the following events:

- (i) Revocation by the granting Owner by written notice or by personally attending and voting at the meeting for which the proxy is effective;
- (ii) Eleven (11) months after the date of the proxy, unless otherwise provided in the proxy; and
- (iii) The time at which the granting Owner is no longer an Owner.

3.4 Voting by Mail-Email Ballot. The entire vote on any issue, except the removal of directors, may be determined by mailed, faxed, emailed ballots, or by such other technology as may be acceptable to the Board of Directors, subject to the discretion of the Board of Directors and the following requirements:

- a. The notice of the vote shall: (i) clearly state the proposed action; (ii) indicate the number of responses needed to meet the quorum requirements; (iii) state the percentage of approvals necessary to approve each matter other than election of directors; and (iv) specify the time by which the ballot must be received by the Association in order to be counted.
- b. The ballot shall: (i) set forth each proposed action; and (ii) provide an opportunity to vote for or against each proposed action.
- c. The Board of Directors shall set the time for the return of the ballots, which shall not be less than fifteen (15) nor more than thirty (30) days after the date of mailing or emailing of the ballots to the Owners. The Board of Directors shall provide notice of the results of the vote to the Owners within ten (10) days after the expiration of the voting period.
- d. The quorum requirements and the number of voters approving a ballot shall be the same by email or by other technology as if such votes were made in person.
- e. The Board of Directors shall have the authority to allow voting by email, fax, or any other technology; provided it delivers to each Owner the required procedures to be followed if email, fax, or other technology voting is allowed.

**SUNGATE WEST HOMEOWNERS ASSOCIATION, INC.
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3.5 Vote Required. A majority of the votes cast at any properly constituted meeting of the Owners, or cast by mail in accordance with Section 3.4, shall decide all matters properly brought before the Owners, except where a different vote is specifically required by the Governing Documents. The term "majority" as used herein shall mean in excess of fifty percent (50%) of the votes cast at a meeting, in person or by proxy, or voting by mail, in accordance with the allocation of voting power set forth in the Declaration. Cumulative voting shall not be permitted.

SECTION 4

MEETING OF OWNERS

4.1 Place. All meetings of the Owners shall be held at a place in the State of Minnesota reasonably accessible to the Owners as may be designated by the Board of Directors in any notice of a meeting of the Owners.

4.2 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 of the Owners:

- (i) The Persons who are to constitute the Board of Directors shall be elected by the Owners pursuant to Section 6 hereof;
- (ii) A report shall be made to the Owners on the activities and financial condition of the Association; and
- (iii) Any other matter which is included in the notice of the annual meeting, and is a proper subject for discussion or decision by the Owners, shall be considered and acted upon at the meeting.

4.3 Special Meetings. Special meetings of the Owners may be called by the President as a matter of discretion. Special meetings of the Owners may also be called by the President or Secretary within thirty (30) days following receipt of the written request of a majority of the members of the Board of Directors or of Owners entitled to cast at least twenty-five percent (25%) of all the votes in the Association. The meeting shall be held within ninety (90) days following receipt of the request. The request shall state the purpose of the meeting, and the business transacted at the special meeting shall be confined to the purposes stated in the notice. The purpose for which the meeting is requested and held must be lawful and consistent with the Association's purposes and authority under the Governing Documents.

4.4 Notice of Meetings. The secretary shall send a meeting notice at least twenty-one (21), but no more than thirty (30), days in advance of any annual meeting of the Owners and at least seven (7), but no more than thirty (30), days in advance of any special meeting of the Owners. The notice shall be sent to all persons who are Owners as of the date of sending the notice, announcing the time, place and agenda of the meeting. The notice may be sent, by United States mail, email or by hand delivery, at the Owner's Unit address or to such other address as the Owner may have designated in writing to the Association's management company, if one is employed, or to the Secretary.

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Any Eligible Mortgagee (defined in 1.8 of the Declaration) shall, upon request, be entitled to designate a representative to be present at any meeting. The notice shall be sent to any Eligible Mortgagee, at the address provided by the Eligible Mortgagee.

4.5 Quorum/Adjournment: A quorum is the minimum number of members in an organization that are required to be present in order to conduct business.

- a. The presence of Owners in person or by proxy of at least 25% of all the voters in the Association shall constitute a quorum at all meetings of the Owners for the transaction of any business.
- b. If a quorum is not met at the meeting, the meeting may be adjourned to reconvene at a later time; but no later than fifteen (15) days without notice other than announcement at the meeting as initially called. The quorum requirement at a reconvened meeting shall be one-half of the 25% quorum requirement. Any business may be transacted which might have been transacted at the meeting as initially called had a quorum then been present.
- c. A quorum, once established at a meeting or a reconvened meeting shall continue to exist for that meeting, regardless of the subsequent departure of any Owners.

4.6 Voting Register. The Secretary shall have available at the meeting a list of the Unit numbers, the names of Owners, the vote attributable to each Unit and the name of the Person (in case of multiple Owners) authorized to cast the vote.

4.7 Agenda. The agenda for meetings of the Owners shall be established by the Board of Directors, consistent with the Governing Documents, and shall be sent to all Owners along with the notice of the meeting.

SECTION 5

ANNUAL REPORT

5.1 Annual Report. The Board of Directors shall prepare an annual report on behalf of the Association to be mailed or delivered to each Owner together with the notice of the annual meeting. The report shall contain at a minimum:

- a. A statement of any capital expenditures in excess of two percent (2%) of the current budget or \$5,000.00, whichever is greater, approved by the Association for the current year or succeeding two (2) fiscal years.
- b. A statement of the balance in any reserve or replacement fund and any portion of the fund designated for any specified project by the Board of Directors.

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- c. A copy of the statement of revenues and expenses for the Association's last fiscal year, and a balance sheet as of the end of said fiscal year.
- d. A statement of the status of any pending litigation or judgments to which the Association is a party.
- e. A detailed description of the insurance coverage provided by the Association, including a statement as to which, if any, of the items referred to in Section 515B.3-113, subsection (b) of Minnesota Statutes, are insured by the Association.
- f. A statement of the total past due Assessments on all Units, current as of not more than sixty (60) days prior to the date of the meeting.

5.2 Financial Accounting. A review of the association's financial statements shall be made at the end of the association's fiscal year, unless prior to 60 days after the end of that fiscal year, at a meeting or by mailed or emailed ballot, 30% of the votes in the Association vote to waive the review requirement for that fiscal year. A waiver vote shall not apply to more than one fiscal year, and shall not affect the board's authority to cause a review or audit to be made. The reviewed financial statements shall be delivered to all members of the association within 180 days after the end of the association's fiscal year.

5.3 Independent Accountant. The review shall be made by a licensed, independent certified public accountant. A licensed, independent certified public accountant means an accountant is professionally independent of the control of the association, is licensed in accordance with chapter 326A, and satisfies the tests for independence as promulgated by the American Institute of Certified Public Accountants.

5.4 Accepted Accounting. Where the financial statements are prepared by an independent certified public accountant, they shall be prepared in accordance with generally accepted accounting principles as established from time to time by the American Institute of Certified Public Accountants, and shall be reviewed in accordance with standards for accounting and review services. In such case, the financial statements shall be presented on the full accrual basis using an accounting format that separates operating activity from replacement reserve activity.

SECTION 6

BOARD OF DIRECTORS

6.1 Number and Qualification. The Board of Directors of this Association shall consist of no less than three (3) and no more than five (5) persons, who shall be Owners, provided that the number of Directors shall always be an odd number. No Member may be elected to the Board if such Member is more than thirty (30) days past due with respect to Assessments on the Member's Unit at the time the election is held.

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6.2 Term of Office. The terms of office for the Board of Directors shall be three (3) years and shall expire at the appropriate annual meeting of the Owners; provided that a director shall continue in office until a successor is elected and that the terms shall be staggered so no more than three (3) new positions are installed at any one time. A number of nominees equal to the number of vacancies, and receiving the greatest number of votes, shall be elected, notwithstanding that one or more of them does not receive a majority of the votes cast. A director appointed or elected to fill an uncompleted term shall serve until the natural termination of that term, unless removed in accordance with these Bylaws. There shall be no cumulative voting for directors.

6.3 Nomination. Nomination for election to the Board of Directors may be made by a Nominating Committee, if one has been appointed by the Board of Directors, from the Board of Directors or from the floor at the annual meeting or by "write-in" if authorized by the Board.

6.4 Powers. The Board of Directors shall have all powers necessary for the administration of the affairs of the Association, and may exercise for the Association all powers and authority vested in or delegated to the Association (and not expressly prohibited or reserved to the owners) by law or by the Governing Documents. The powers of the Board of Directors shall include, without limitation, the power to

- a. Adopt, amend, and revoke Rules and Regulations not inconsistent with the Governing Documents, as follows:
 - (i) Regulating the use of Common Elements;
 - (ii) Regulating the use of the Units and Garage Units and the conduct of the Owners and Occupants that may jeopardize the health, safety, or welfare of other Owners and Occupants, which involves noise, nuisances or other disturbing activity or which may damage the Common Elements or other Units;
 - (iii) Regulating or prohibiting animals;
 - (iv) Regulating changes in appearance of the Common Elements and conduct which may damage the Property;
 - (v) Regulating the exterior appearance of the Property, including for example, patios, window treatments, and signs and other displays, regardless of whether inside a Unit;
 - (vi) Implementing the Governing Documents, and exercising the powers granted by this Section; and
 - (vii) Otherwise facilitating the operation of the Property;
- b. Adopt and amend budgets for revenues, expenditures and reserves, and levy and collect Assessments for Common Expenses from Owners;
- c. Hire and discharge managing agents and other employees, agents and independent contractors;

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- d. Institute, defend, or intervene in litigation or administrative proceedings: (i) in its own name on behalf of itself or two (2) or more Owners on matters affecting the Common Elements or other matters affecting the Property or the Association; or (ii) with the consent of the Owners of the affected Units on matters affecting only those Units;
- e. Make contracts and incur liabilities and decide any ambiguity in the governing documents of the Association by Rule or Regulation;
- f. Regulate the use, maintenance, repair, replacement and modification of the Common Elements, Garage Units and the Units;
- g. Cause improvements to be made as a part of the Common Elements and to assess the costs thereof in accordance with the Amended and Restated Declaration;
- h. Acquire, hold, encumber and convey in its own name any right, title, or interest to real estate or personal property;
- i. Grant public easements through, over or under the Common Elements, and subject to approval by resolution of the Owners at a meeting duly called, grant other public or private easements, leases and licenses through, over or under the Common Elements;
- j. Impose charges for late payment of Assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Governing Documents and the Rules and Regulations;
- k. Impose reasonable charges for the review, preparation and recordation of amendments to the Declaration or these Bylaws, resale disclosure certificates required by Section 515B.4-107 of Minnesota Statutes, statements of unpaid Assessments, or furnishing copies of Association records;
- l. Provide for the indemnification of its officers and directors, and maintain directors' and officers' liability insurance;
- m. Provide for reasonable procedures governing the conduct of meetings and the election of directors;
- n. Appoint, regulate and dissolve committees;
- o. Provide the determination of what actions, behavior or verbal statements are deemed a nuisance to the community and take such action as it determines appropriate to cause such nuisance to cease, including but not limited to levying significant fines against the violating persons, or the Owners of the Units in which the violating persons reside or are visiting; and

**SUNGATE WEST HOMEOWNERS ASSOCIATION, INC.
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- p. Exercise any other powers conferred by law or the Governing Documents, or which are necessary and proper for the governance of the Association.

6.5 Meeting and Notices. An organizational meeting of the Board of Directors shall be held within thirty days following each annual meeting of the Owners. At each organizational meeting, the officers of the Association shall be elected.

- a. Regular meetings of the Board of Directors shall be held at least on a quarterly basis, at such times as may be fixed from time to time by a majority of the members of the Board of Directors. A schedule, or any amended schedule, of the regular meetings shall be provided to the directors.
- b. Special meetings of the Board of Directors shall be held when called: (i) by the President of the Association; or (ii) by the Secretary within ten (10) days following the written request of any two (2) directors. Notice of any special meeting shall be given to each director not less than three (3) days in advance thereof. Notice to each director shall be deemed to be given when deposited in the United States mail postage prepaid, when personally delivered, orally or in writing, by a representative of the Board of Directors or when emailed to such directors.
- c. Any director waives notice of any meeting of the Board of Directors by attending such 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
- d. The Board of Directors, or any Directors, may participate in a meeting by telephone provided that all Directors may hear the other Directors.

6.6 Quorum and Voting. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting thereof. A quorum, once established, shall continue to exist, regardless of the subsequent departure of any directors. Each director shall have one (1) vote. The vote of a majority of the directors present at any meeting at which a quorum is present shall be sufficient to adopt any action. Proxies shall not be permitted.

6.7 Action Taken Without a Meeting. The Board of Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting when authorized in writing by all the directors.

6.8 Vacancies. A vacancy in the Board of Directors shall be filled by a person elected following the occurrence of the vacancy by a majority vote of remaining directors, regardless of the number; except for vacancies created pursuant to Sections 6.2 and 6.9 of this Section. Each person so elected shall serve out the term vacated.

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6.9 Removal. A director may be removed from the Board of Directors, with or without cause, by a majority vote of the Owners at any annual or special meeting provided:

- (i) That the meeting notice states such purpose;
- (ii) That the director to be removed has a right to be heard at the meeting; and
- (iii) That a new director is elected at the meeting by the owners to fill the vacant position caused by the removal.

A director may also be removed by the Board of Directors if such director:

- (i) Has more than two (2) unexcused absences from Board meetings and/or Owners meetings during any twelve (12) month period; or
- (ii) Is more than thirty (30) days past due with respect to Assessments on the director's Unit. Such vacancies shall be filled by the vote of the Owners as previously provided in this Section.

6.10 Compensation. The directors of the Association shall receive no compensation for their services in such capacity. A director may, or other Owner or Occupant may, upon approval by the Board of Directors, be retained by the Association and reasonably compensated for goods and services furnished to the Association in an individual capacity. Directors may be reimbursed for out-of-pocket expenses incurred in the performance of their duties.

6.11 Fidelity Bond. Fidelity bonds or insurance coverage for unlawful taking of Association funds shall be obtained and maintained as provided in the Declaration on all directors and officers authorized to handle the Association's funds and other monetary assets.

SECTION 7

OFFICERS

7.1 Principal Officers. The Board of Directors shall elect the principal officers of the Association, as in their judgment may be necessary to manage the affairs of the Association. These positions shall be the President, a Vice President, a Secretary, and a Treasurer. The Board of Directors may from time to time elect such officers and designate their duties. A person may hold more than one office simultaneously, except those of President and Vice President. Only the President, Vice President, and Treasurer must be members of the Board of Directors.

7.2 Election. The officers of the Association shall be elected annually by the Board of Directors and shall hold office at the pleasure of the Board.

7.3 Removal. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, with or without cause, and a successor elected, at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for that purpose.

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7.4 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Board of Directors and the Association. The President shall have the duty to supervise all other officers and may execute all contracts and similar obligations on behalf of the Association. The President shall cosign all promissory notes. The President shall have such other duties as may from time to time be prescribed by the Board of Directors.

7.5 Vice President. The Vice President shall take the place of the President and perform the duties of the office whenever the President is absent or unable to act. The Vice President shall also perform other duties as shall from time to time be prescribed by the Board of Directors.

7.6 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 books and records of the Association, and shall give all notices required by the Governing Documents 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 ultimate responsibility for the Secretary's duties.

7.7 Treasurer. The Treasurer shall have the 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, assessments, rolls, and accounts. The Treasurer shall ensure that

- a. The books of the Association shall be kept in accordance with customary and accepted accounting practices and shall be submitted to the Board of Directors for examination, upon request
- b. All monies and other monetary assets of the Association are to be deposited in the name or to the credit of the Association in depositories designated by the Board of Directors
- c. Funds are disbursed as ordered by the Board of Directors
- d. All other duties connected to the office of Treasurer are performed

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 ultimate responsibility for the Treasurer's duties.

7.8 Compensation. The Association officers shall receive no compensation for their services in such capacity. An officer may be reasonably compensated for goods and services furnished to the Association in an individual capacity, upon approval by the Board of Directors. Officers may be reimbursed for out-of-pocket expenses incurred in the performance of their duties.

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SECTION 8

OPERATION OF THE PROPERTY

8.1 Assessment Procedures. The Board of Directors shall annually prepare a budget of Common Expenses (as defined in the Association's Declaration) for the Association and assess such Common Expenses against the Units according to their respective Common Expense liability as set forth in the Declaration.

- a. The Board of Directors shall fix the amount of the Annual Assessment against each Unit, levy the Assessments, and advise the Owners in writing of the Assessments at least thirty (30) days prior to the beginning of the Association's fiscal year when the first Assessment installment shall be due. The failure of the Board of Directors to timely levy an annual Assessment shall not relieve the Owners of their obligation to continue paying Assessment installments in the amount currently levied, as well as any increases subsequently levied.
- b. If an annual Assessment proves to be insufficient, to the extent allowed in the Declaration, the Board of Directors may amend the budget and levy any additional Assessments, at any time. The levy shall occur upon the date specified in the resolution which fixes the Assessments.
- c. The annual budget shall include a general operating reserve, and an adequate reserve fund for maintenance, repair, and replacement of those Common Elements and parts of the Units that must be maintained, repaired, or replaced by the Association on a periodic basis.
- d. The Association shall furnish copies of each budget on which the Assessment is based to an Owner or to any Eligible Mortgagee, upon request of such persons.

8.2 Payment of Assessments. Annual Assessments shall be due in monthly installments on the first day of each month. Special or limited allocation assessments shall be due when designated by the Board of Directors. All Owners shall be absolutely and unconditionally obligated to pay the Assessments. No Owner or Occupant shall have any right of withholding, offset or deduction against the Association with respect to any Assessments, or related late charges or costs of collection, regardless of any claims alleged against the Association or its officers or directors. Any rights or claims alleged by an Owner may be pursued only by separate action.

8.3 Default in Payment of Assessments. If any Owner does not make payment on or before the date when any Assessment or installment is due, subject to such grace periods as may be established, the Board of Directors may assess a late charge. Any Owner shall be obligated to pay a late charge as provided in the Declaration, together with all associated expenses including reasonable attorney's fees incurred by the Board in collecting any such unpaid Assessments.

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- a. If there is a default of more than thirty (30) days in payment of any Assessment, the Board of Directors may accelerate any remaining installments of the Assessments upon prior written notice thereof to the Owner. The entire unpaid balance of the Assessments and late charges shall become due and payable upon the date stated in the notice unless all past due amounts, including late charges, costs of collection and fines, are paid prior to said date.
- b. The Board of Directors shall have the right and duty to attempt to recover all Assessments for Common Expenses, together with any charges, attorneys' fees, or expenses relating to the collection thereof.
- c. Upon written request of an Owner or an Eligible Mortgagee of such Unit, notice of a default of more than thirty (30) days in payment of any monies due the Association, shall be given in writing to such Eligible Mortgagee. This includes default of Assessments or installment of any Assessments for Common Expenses or any other default in the performance of obligations by the Owner.
- d. The rights and remedies referred to herein shall in no way limit the remedies available to the Association under the Declaration or by law.

8.4 Foreclosure of Liens for Unpaid Assessments. The Association has the right to foreclose its Assessments' lien against a Unit for Assessments imposed by the Association, as more fully described in the Declaration and Minnesota Statutes.

8.5 Records. The Board of Directors shall keep the following records at the management company of the Association, and at such other place as the Board of Directors may determine,

- a. Records of the actions of the Board of Directors
- b. Minutes of the meetings of the Board of Directors
- c. Minutes of the meetings of the Owners of the Association
- d. Names of the Owners and Eligible Mortgagees (if sent to the Association) and
- e. Detailed and accurate records of the receipts and expenditures of the Association

All Association records, including receipts and expenditures and any vouchers authorizing payments, shall be available for examination by the Owners and the Eligible Mortgagees upon reasonable notice and during normal business hours. Separate accounts shall be maintained for each Unit setting forth the amount of the Assessments against the Unit, the date when due, the amount paid thereon and the balance remaining unpaid.

8.6 Enforcement of Obligations. All Owners and Occupants and their guests are obligated and bound to observe the provisions of the Governing Documents, the Rules and Regulations. The Association may impose any or all of the charges, sanctions, and remedies authorized by the Governing Documents, the Rules and Regulations or by law to enforce and implement its rights and to otherwise enable it to manage and operate the Association.

**SUNGATE WEST HOMEOWNERS ASSOCIATION, INC.
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SECTION 9

AMENDMENTS

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

9.1 **Approval.** The amendment must be approved by a majority of Owners who have authority to cast in excess of fifty percent (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 as provided in the Declaration; and

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

9.3 **Effective Date of 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.

SECTION 10

INDEMNIFICATION

The Association shall, to the extent the alleged liability is not covered by insurance, indemnify every individual acting in any official capacity on behalf of the Association, pursuant to the provisions of Minnesota Statutes 317A.521.

SECTION 11

MISCELLANEOUS MATTERS

11.1 **Notices.** Unless specifically provided otherwise herein, or in the Declaration, all notices required to be given by or to the Association, the Board of Directors, the Association officers or the Owners or Occupants shall be in writing and shall be effective upon hand delivery, email or mailing if properly addressed with postage prepaid and deposited in the United States mail; except that registrations pursuant to Section 2.2 shall be effective upon receipt by the Association.

11.2 **Severability.** The invalidity or unenforceability of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws.

**SUNGATE WEST HOMEOWNERS ASSOCIATION, INC.
AMENDED AND RESTATED BYLAWS**

11.3 Conflicts in Documents. In the event of any conflict among the provisions of the Declaration, these Bylaws or the Rules and Regulations, as among the Declaration, these Bylaws and Rules and Regulations, the Declaration shall control, and as between these Bylaws and the Rules and Regulations, these Bylaws shall control.

11.4 Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason or any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

11.5 No Corporate Seal. The Association has no corporate seal.

11.6 Fiscal Year. The fiscal year of the Corporation shall be the calendar year.

The undersigned hereby certifies that these are the Amended and Restated Bylaws of Sungate West Homeowners Association, Inc., as adopted by the Board of Directors and by the Members of the Association, in accordance with the existing Bylaws.



Secretary, Rick Marsden

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 14 day of May, 2012, by Rick Marsden, Secretary of Sungate West Homeowners Association, Inc.


Notary Public



Sungate West HOA

CCR/Declaration



SUNGATE WEST

Homeowners Association, Inc.

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

May 18, 2012

SUNGATE WEST
Homeowners Association, Inc.

**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS**

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Doc No **T4944644**

Certified, filed and/or recorded on
4/12/12 11:00 AM

Office of the Registrar of Titles
Hennepin County, Minnesota
Martin McCormick, Acting Registrar of Titles
Mark V. Chapin, County Auditor and Treasurer

Deputy 45

Pkg ID 793073C

Doc Name: CIC Declaration

Document Recording Fee	\$46.00
Attested Copy or Duplicate Original	\$2.00
Document Total	\$48.00

Existing Certs

New Certs

1349102

AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
SUNGATE WEST TOWNHOMES
CIC No. 1973

This Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements ("Declaration") of Sungate West Townhomes, is made by Sungate West Homeowners Association, Inc., a Minnesota nonprofit corporation (hereinafter referred to as the "Association"), this 2 day of April, 2012.

WHEREAS, a Declaration of Covenants, Conditions, Restrictions and Easements ("Original Declaration") was filed in the office of the Registrar of Titles of Hennepin County, Minnesota on the 28th day of December, 1981, as Document Number 1452606, subjecting the real property thereunder to the terms and conditions of such Original Declaration; and

WHEREAS, in accordance with the provisions of the Original Declaration, the Association now seeks to become subject to the Minnesota Common Interest Ownership Act, Minnesota Statutes section 515B and to also amend and restate the Original Declaration in its entirety; and

WHEREAS, the Association intends that this Declaration replace and supersede the Original Declaration, and all previous amendments or supplements to the Original Declaration whether or not referenced above; and

WHEREAS, the real property subject to this Declaration is legally described as:

Lots 1 to 101, inclusive, Block 1, Sungate Addition, Hennepin
County, Minnesota,

according to the recorded plats thereof, all being in Hennepin County, Minnesota and all of which above-described land together constitutes and is hereinafter referred to as the "Property".

NOW THEREFORE, the Association declares that the Property is and shall be held, transferred, conveyed, sold, leased, occupied and developed, subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, which are for the purpose of protecting the value, desirability and attractiveness of the Property, and which shall run with the Property and be binding upon all parties having any right, title or interest in the Property, their heirs, successors and assigns, and which shall run with the land to the benefit of each Owner thereof, and the heirs, successors and assigns of each Owner. This Declaration hereby amends, restates and supersedes, in their entirety, the previously filed Original Declaration and all supplements or amendments to the Original Declaration, whether or not referenced herein or previously recorded.

SECTION 1
DEFINITIONS

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

1.0 "Act" shall mean the Minnesota Common Interest Ownership Act, Minnesota Statutes section 515 B.

1.1 "Assessments" shall mean and refer to all assessments levied by the Association pursuant to Section 6 of this Declaration, including annual assessments, special assessments and limited allocation assessments.

1.2 "Association" shall mean Sungate West Homeowners Association, Inc., a nonprofit corporation, which has been created pursuant to Chapter 317A of the laws of the State of Minnesota and whose members consist of all Owners in the Association.

1.3 "Board" shall mean the Board of Directors of the Association as provided for in the Bylaws.

1.4 "Bylaws" shall mean the Amended and Restated Bylaws governing the operation of the Association, as may further be amended from time to time.

1.5 "Common Elements" shall mean all parts of the Property except the Units, including all improvements thereon, owned by the Association for the common benefit of the Owners and Occupants.

1.6 "Common Expenses" shall mean and include all expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation, including Assessments and items otherwise identified as Common Expenses in this Declaration or in the Bylaws.

1.7 "Dwelling" or "Living Unit" shall mean a part of a building consisting of one or more floors, designed and intended for occupancy as a single family residence, and located within the boundaries of a Unit.

1.8 "Eligible Mortgagee" shall mean any Person (see definition in 1.15) owning a mortgage on any Unit, which mortgage is first in priority upon foreclosure to all other mortgages that encumber such Unit, and which has requested the Association, in writing, to notify it regarding any proposed action which requires approval by a specified percentage of Eligible Mortgagees.

1.9 "Garage Unit" shall mean and refer to any Lot within the Property upon which a garage is constructed, or a garage style unit owned by the Association for storage, collection of waste and other similar uses.

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

1.11 "Member" shall mean all persons who are members of the Association by virtue of being Owners as defined in this Declaration. The words "Owner" and "Member" may be used interchangeably in the Governing Documents.

1.12 "Occupant" shall mean any person or persons, other than an Owner, in possession of or residing in a Unit.

1.13 "Owner" shall mean a Person who owns a Unit, but excluding contract for deed vendors, mortgagees and other secured parties. The term "Owner" includes, without limitation, contract for deed vendees and holders of a life estate.

1.14 "Party Wall" shall mean the interior shared wall between two Units.

1.15 "Person" shall mean a natural individual, corporation, limited liability company, partnership, trustee, or other legal entity capable of holding title to real property.

1.16 "Plat" shall mean the recorded plat depicting the Property.

1.17 "Property" shall mean all of the real property submitted to this Declaration, including the Units and all other structures and improvements located thereon. The Property is legally described in the recitals above

1.18 "Rules and Regulations" shall mean the Rules and Regulations of the Association as approved from time to time by the Board of Directors pursuant to Section 5.6.

1.19 "Unit" shall mean any platted lot subject to this Declaration upon which a living Unit or Garage is located, as described in Section 2.1 and shown on the Plat, and any including all improvements thereon, but excluding the Common Elements.

SECTION 2

DESCRIPTION OF UNITS, BOUNDARIES AND RELATED EASEMENTS

2.1 Units. There are 48 Units and 52 Garage Units, both of which may be referred to herein as Units. All Dwellings are restricted exclusively to residential use. Each Unit and Garage Unit constitutes a separate parcel of real estate. No additional Units or Garage Units may

be created by the subdivision or conversion of the Property. The identifiers and locations of the Units and Garage Units are as shown on the Plat, which is incorporated herein by reference. The identifier for a Unit or Garage Unit shall be its lot and block numbers and the subdivision name.

2.2 Unit Boundaries. The front, rear and side boundaries of each Unit shall be the boundary lines of the platted lot upon which the Unit is located as shown on the Plat. The Units shall have no upper or lower boundaries. Subject to this Section 2 and Section 3.2, all spaces, walls, and other improvements within the boundaries of a Unit are parts of the Unit.

2.3 Access Easements. Each Unit shall be the beneficiary of a perpetual appurtenant easement for access to a public street or highway on or across those portions of the Common Elements paved for use as streets, as shown on the Plat, if any, subject to any restrictions set forth in the Governing Documents or the Rules and Regulations.

2.4 Use and Enjoyment Easements. Each Unit shall be the beneficiary of perpetual appurtenant easements for use and enjoyment on and across the Common Elements, and for use and enjoyment of any Common Elements allocated to the Unit, subject to any restrictions authorized by the Governing Documents.

2.5 Water, Utility and Maintenance Easements. Each Unit shall be subject to and shall be the beneficiary of perpetual appurtenant easements for all water pipes, water meters, water service and other utilities servicing the Units and the Common Elements, and for maintenance, repair and replacement as described in Section 14.

2.6 Encroachment Easements. Each Unit shall be subject to and shall be the beneficiary of perpetual appurtenant easements for encroachments as described in Section 14.

2.7 Roadway Access Easements. The Common Elements shall be subject to an appurtenant easement for roadway access in favor of the owners and occupants.

2.8 Recorded Easements. The Property shall be subject to such other easements as may be recorded against it or otherwise shown on the Plat.

2.9 Easements are Appurtenant. All easements and similar rights burdening or benefiting a Unit or any other part of the Property shall run with the land, and shall be permanent, subject only to termination in accordance with the terms of the easement. Any recorded easement benefiting or burdening the Property shall be construed in a manner consistent with, and not in conflict with, the easements created by this Declaration.

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

SECTION 3
COMMON ELEMENTS
AND OTHER PROPERTY

3.1 Common Elements. The Common Elements and their characteristics are as follows:

- a. All of the Property not included within the Units constitutes Common Elements. The Common Elements include, but are not limited to all areas and items listed in this Section 3, and those parts of the Property designated as Common Elements on the Plat, together with any Garage Units owned by the Association. The Common Elements are owned by the Association for the benefit of the Owners and Occupants.
- b. The Common Elements shall be subject to
 - (i) Certain easements as described in Sections 2 and 14;
 - (ii) The rights of Owners and Occupants in Common Elements appurtenant to their respective Units; and
 - (iii) The right of the Association to establish reasonable Rules and Regulations governing the use of the Property.
- c. Except as otherwise expressly provided in the Governing Documents, all maintenance, repair, replacement, management and operation of the Common Elements shall be the responsibility of the Association.
- d. Common Expenses for the maintenance, repair, replacement, management, and operation of the Common Elements shall be assessed and collected from the Owners in accordance with Section 3.2 and Section 6.

3.2 Certain Common Elements. Certain portions of Common Elements are those parts of the Common Elements reserved for the exclusive use of the Owners and Occupants of the Units to which they are allocated. The rights to the use and enjoyment of these Common Elements are automatically conveyed with the conveyance of such Units. The Certain Common Elements are described and allocated to the Units, as follows:

- a. Those items or areas designated as Common Elements on the Plat, which are located or serving only one Unit.
- b. The yard areas and fencing of each Unit, if located outside or partially outside of the boundary of a Unit and the cement sidewalks adjoining to

the Units, to the extent they are partially within and partially outside of the Unit's boundaries.

- c. Chutes, flues, ducts, pipes, wires, conduit or other utility installations, bearing walls, bearing columns, or any other components or fixtures lying partially within and partially outside the boundaries of a Unit, and serving only that Unit, are allocated to the Unit they serve.

SECTION 4

ASSOCIATION MEMBERSHIP, RIGHTS AND OBLIGATIONS

Membership in the Association, and the allocation to each Unit of a portion of the votes in the Association and a portion of the Common Expenses of the Association, shall be governed by the following provisions:

4.1 Membership. Each Owner shall be a member of the Association by virtue of Unit ownership, and the membership shall be transferred with the conveyance of the Owner's interest in the Unit. An Owner's membership shall terminate when the Owner's ownership terminates. When more than one Person is an Owner of a Unit, all such Persons shall be members of the Association, but multiple ownership of a Unit shall not increase the voting rights allocated to such Unit or authorize the division of the voting rights.

4.2 Voting and Common Expenses. Voting rights and Common Expense obligations are allocated equally among the Units, subject to Sections 6.4 and 6.7.

4.3 Ownership Rights and Obligations. The ownership of a Unit shall include the voting rights and Common Expense obligations described in Section 4.2. Said rights, obligations and interests, and the title to the Units, shall run with the land and shall not be separated or conveyed separately, and any conveyance, encumbrance, judicial sale, or other transfer of any allocated interest in a Unit, separate from the title to the Unit, shall be void. The allocation of the rights, obligations, and interests described in this Section 4 may not be changed, except in accordance with the Governing Documents.

4.4 Authority to Vote. An Owner may cast the vote allocated to such Unit at meetings of the Association. If, however, there are multiple Owners of a Unit, only one Owner pursuant to the provisions of the Bylaws may cast such vote. The voting rights of Owners are more fully described in Section 3 of the Bylaws.

4.5 Voting by Proxy. Owner may cast the vote which is allocated to the Owner's Unit and be counted as present at any meeting of the Owners by executing a written proxy naming another Person entitled to act on that Owner's behalf, and delivering the same to the Secretary before the commencement of any such meeting. All proxies granted by an Owner shall remain in effect until the earliest of the following events:

- (i) Revocation by the granting Owner by written notice or by personally attending and voting at the meeting for which the proxy is effective;
- (ii) Eleven (11) months after the date of the proxy, unless otherwise provided in the proxy; and the
- (iii) Time at which the granting Owner is no longer an Owner.

SECTION 5
ADMINISTRATION

The administration and operation of the Association and the Property, including but not limited to the acts required of the Association, shall be governed by the following provisions:

5.1 General. The operation and administration of the Association and the Property shall be governed by the Governing Documents, the Rules and Regulations, and the statutes governing the Association. The Association shall, subject to the rights of the Owners set forth in the Governing Documents, be responsible for the operation, management and control of the Property. The Association shall have all powers described in the Governing Documents and the statute under which the Association is incorporated. All power and authority of the Association shall be vested in the Board, unless action or approval by the individual Owners is specifically required by the Governing Documents. All references to the Association shall mean the Association acting through the Board unless specifically stated to the contrary.

5.2 Operational Purposes. The Association shall operate and manage the Property for the purposes of

- i. Administering and enforcing the covenants, restrictions, easements, charges and liens set forth in the Governing Documents and the Rules and Regulations,
- ii. Maintaining, repairing and replacing those portions of the Property for which it is responsible, and
- iii. Preserving the value, and the architectural uniformity and character of the Property.

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

5.4 Bylaws. The Association shall have Bylaws. The Bylaws shall govern the operation and administration of the Association, and shall be binding on all Owners and Occupants.

5.5 Management. The Board may delegate to a manager or managing agent the management duties imposed upon the Association's officers and directors by the Governing Documents. Such delegation shall not, however, relieve the officers and directors of the ultimate

responsibility for the performance of their duties as prescribed by the Governing Documents and by law.

5.6 Rules and Regulations. The Board shall have exclusive authority to approve and implement such reasonable Rules and Regulations as it deems necessary from time to time for the purpose of operating and administering the affairs of the Association and regulating the use of the Property, provided that the Rules and Regulations shall not be inconsistent with the Governing Documents. This authority to implement Rules and Regulations shall include, without limitation of other rules not included herein, parking rules and pet rules. The inclusion in other parts of the Governing Documents of authority to approve Rules and Regulations shall be deemed to be in furtherance, and not in limitation, of the authority granted by this Section 5. New or amended Rules and Regulations shall be effective only after reasonable notice thereof has been given to the Owners. In the event of any ambiguity in the provisions of the Bylaws or Declaration of the Association, the Board shall have the right to pass a Rule and Regulation which clarifies the meaning of the ambiguity.

5.7 Association Assets; Surplus Funds. All funds and real or personal property acquired by the Association shall be held and used for the benefit of the Owners for the purposes stated in the Governing Documents. Surplus funds remaining after payment of or provision for Common Expenses and reserves shall be credited against future assessments or added to reserves, as determined by the Board.

SECTION 6 ASSESSMENTS

6.1 General. Assessments shall be determined and assessed against the Units by the Board in its discretion, subject to the requirements and procedures set forth in this Section 6 and the requirements of the Bylaws. Assessments shall include annual Assessments under Section 6.2, and may include special Assessments under Section 6.3. Annual and special Assessments shall be allocated among the Units equally, in accordance with the allocation formula set forth in Section 4.2., except as may be stated below.

6.2 Annual Assessments. Annual Assessments shall be established and levied by the Board, subject to the limitations set forth hereafter. Each annual Assessment shall cover all of the anticipated Common Expenses of the Association for that year which are to be shared equally by all Units in accordance with the allocation set forth in Section 4.2. Annual Assessments shall be payable in equal monthly installments. Annual Assessments shall provide, among other things, for an adequate reserve fund for the maintenance, repair and replacement of the Common Elements and those parts of the Units for which the Association is responsible. Except for the variations authorized by Section 6.4, and except for water and sewer charges and premiums on insurance carried by the Association, the increase in the annual Assessment for any fiscal year shall not exceed ten percent (10%) of the previous year's annual Assessment, unless the increase is approved by the vote of sixty-seven percent (67%) of those Owners voting, in person or by proxy, at a meeting called for that purpose, or voting as otherwise allowed in the Bylaws.

6.3 Special Assessments. In addition to annual Assessments, and subject to the limitations set forth hereafter, the Board may levy in any assessment year or years, a special Assessment against all or some Units in whole or in part, the cost of any Common Expense for the construction, re-construction, repair or replacement of any capital improvement upon the Property or for the payment of an unexpected and nonrecurring Common Expenses of the Association; this special Assessment must be approved by the vote of sixty-seven percent (67%) of those Owners voting, in person or by proxy, at a meeting called for that purpose, or voting as otherwise allowed in the Bylaws. Special Assessments may be levied in advance of the Association's obligation to contract or pay a vendor.

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

- a. The costs of insurance may be assessed equally per unit and the costs of utilities may be assessed in proportion to usage.
- b. Reasonable attorneys' fees and other costs incurred by the Association in connection with (i) the collection of Assessments and (ii) the enforcement of the Governing Documents, or the Rules and Regulations, against an Owner or Occupant or their guests, may be assessed against the Owner's Unit.
- c. Late charges, fines, and interest may be assessed as provided in Section 15.
- d. Assessments levied to pay a judgment against the Association may be levied only against the Units existing at the time the judgment was entered, in proportion to their Common Expense liabilities.
- e. If any damage to the Common Elements or another Unit is caused by the act or omission of any Owner or Occupant, or their guests, including the infiltration of water from a leaking pipe or fixture serving a Unit, the Association may assess the costs of repairing the damage exclusively against the Owner's Unit that caused the problem.
- f. If any Assessment or installment of an Assessment becomes more than thirty (30) days past due, then the Association may, upon ten (10) days' written notice to the Owner, declare the entire amount of the Assessment immediately due and payable in full.

Assessments levied under Sections 6.4(a) through (f) may, at the Board's discretion, be assessed as part of, or in addition to, the Assessments levied under Section 6.2 and 6.3.

6.5 Liability of Owners for Assessments. The obligation of an Owner to pay Assessments shall commence at the time at which the Owner acquires title to the Unit. The Owner at the time an Assessment is payable with respect to the Unit shall be personally liable for the share of the Common Expenses assessed against such Unit. Such liability shall be joint and several where there are multiple Owners of the Unit.

The liability is absolute and unconditional. No Owner is exempt from liability for payment of Assessments due to

- a. Right of set-off,
- b. Waiver of use or enjoyment of any part of the Property,
- c. Absence from or abandonment of the Unit,
- d. The waiver of any other rights, or
- e. Reason of any claim against the Association or its officers, directors or agents,
- f. Their failure to fulfill any duties under the Governing Documents or other laws.

The Association may invoke the charges, sanctions and remedies set forth in Section 15, in addition to any remedies provided elsewhere in the Governing Documents, the Rules and Regulations, or by law, for the purpose of enforcing its rights hereunder.

6.6 Assessment Lien. The Association has a lien on a Unit for any Assessment levied against that Unit from the time the Assessment becomes due. If an Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment thereof becomes due. Fees, charges, late charges, fines and interest charges imposed by the Association are liens, and are enforceable as Assessments, under this Section 6. Recording of the Declaration constitutes record notice and perfection of any lien under this Section 6. No further recordation of any notice of or claim for the lien is required. The release of the lien shall not release the Owner from personal liability unless agreed to in writing by the Association.

6.7 Foreclosure of Lien; Remedies. A lien for Assessments may be foreclosed against a Unit under the laws of the State of Minnesota (i) by action, or (ii) by advertisement in a like manner as a mortgage containing a power of sale. The Association, or its authorized representative, shall have the power to bid at the foreclosure sale and to acquire, hold, lease, mortgage and convey any Unit so acquired. The Owner and any other person claiming an interest in the Unit, by the acceptance or assertion of any interest in the Unit, grants to the Association a power of sale and full authority to accomplish the foreclosure. The Association shall, in addition to its other remedies, have the right to pursue any other remedy at law or in equity against the Owner who fails to pay any Assessment or charge against the Unit.

6.8 Lien Priority; Foreclosure. A lien for Assessments is prior to all other liens and encumbrances on a Unit except (i) liens and encumbrances recorded before the Declaration, (ii) any first mortgage on the Unit, and (iii) liens for real estate taxes and other governmental Assessments or charges against the Unit. Notwithstanding the foregoing, if (1) a first mortgage on a Unit is foreclosed, (2) the first mortgage was recorded on or after the date of recording of this Declaration, and (3) no Owner redeems during the Owner's period of redemption provided

by Minnesota Statutes Chapters 580, 581, or 582, then the holder of the sheriff's certificate of sale from the foreclosure of the first mortgage shall take title to the Unit subject to unpaid Assessments for Common Expenses and special Assessments levied which became due, without acceleration, during the six (6) months immediately preceding the first day following the end of the Owner's period of redemption.

SECTION 7
TRANSFER OF PROPERTY

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

SECTION 8
RESTRICTIONS ON USE OF PROPERTY

All Owners and Occupants, and all secured parties, by their acceptance or assertion of an interest in the Property, or by their occupancy of a Unit, covenant and agree that, in addition to any other restrictions which may be imposed by law or the Governing Documents, the occupancy, use, operation, alienation and conveyance of the Property shall be subject to the following restrictions:

8.1 General. The Property shall be owned, conveyed, encumbered, used and occupied subject to the Governing Documents and Minnesota law, as amended from time to time. All covenants, restrictions and obligations set forth in the Governing Documents are in furtherance of a plan for the Property, and shall run with the Property and be a burden and benefit to all Owners and Occupants and to any other Person acquiring or owning an interest in the Property, their heirs, personal representatives, successors and assigns.

8.2 Subdivision Prohibited. No Unit or any part of the Common Elements may be subdivided or partitioned without the prior written approval of all Owners and all Eligible Mortgagees.

8.3 Residential Use. The Units shall be used by Owners and Occupants and their guests exclusively as private, single-family residential dwellings, and not for transient, hotel, commercial, business or other non-residential purposes, except as provided in Section 8.4. The number of occupants per Unit shall be restricted in accordance with occupancy restrictions of the city and county where the Property is located.

8.4 Business Use Restricted. No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted in any Unit or the Common Elements except:

- a. An Owner or Occupant residing in a Unit may maintain a home occupation in such Unit and handle matters relating to such home occupation by telecommunications or correspondence therefrom; provided, that such uses are incidental to the residential use; do not involve physical alteration of the Unit visible from the exterior; are in compliance with all governmental laws, ordinances and regulations; and do not involve any observable business activity such as signs, advertising displays, regular deliveries, or pedestrian or vehicular traffic to and from the Unit by customers or employees.
- b. The Association may maintain offices or make use of the Garage Units on the Property for management and related purposes.

8.5 Leasing Restrictions.

- a. The number of rental units in the Association shall at all times be limited to the percentage allowed by FHA and HUD guidelines for certification. The Board of Directors shall have the full authority to determine a policy to administer the rental restrictions. Unless approved in writing by the Association, each Owner must occupy his/her Unit and no Owners may lease or rent his/her Unit. At such time as an Owner who has been approved to lease his/her Unit sells or transfers the ownership of such Unit, the authority to lease or rent such Unit shall automatically be terminated.
- b. The authority of any Unit Owner to lease out his/her Unit is personal to that Owner. At no time shall any sub-leases or sub-tenants be allowed, nor shall any Owner enter into separate leases for multiple tenants whereby the tenants are not jointly and severally liable for all lease obligations to the Owner.
- c. All leases must be made expressly subject to the terms of this Declaration and the Rules and Regulations of the Association. A copy of each must be attached to the lease and incorporated therein; however, this provision shall make every lease of a Unit subject to the terms of this Declaration whether or not this document is attached to the lease. Every lease permitted hereunder must further provide that any failure of a tenant or lessee to comply with the terms of these governing documents shall be a default under the lease. Any Owners that lease a Unit shall also require the Association to be advised in writing of the address of his/her own

current residence and any changes thereto and the names of all tenants or lessees of the Unit.

- d. Any Owner entering into a lease permitted hereunder, shall be deemed to grant to the Association a non-exclusive right to evict any tenant under such lease for a violation of the Association's Declaration provisions or the Rules and Regulations of the Association, after notice to the Owner. This grant is automatically coupled with a power of attorney to execute a summons and complaint for unlawful detainer and any other required documents to accomplish such eviction and to sign the name of the landlord, as may be necessary.
- e. Any Owner entering into a lease permitted hereunder shall be deemed to grant and pledge to the Association a security interest in the rents payable under such lease. In the event that the Owner is more than thirty (30) days delinquent in the payment of any sums due to the Association, the Association may seek to collect, by self-help or by court action, all sums due by the tenant to the Owner under the lease agreement and this provision hereby grants a power of attorney from each Owner to the Association to execute any checks or negotiable instruments obtained from tenants of an Owner's Unit.

8.6 Delegation of Use. An Owner may delegate, in accordance with the Governing Documents, the Owner's right of use and enjoyment of the Unit to persons living in the Unit pursuant to a legal right of possession; provided that such persons shall be subject to the Governing Documents and the Rules and Regulations. If Lessees, or other persons other than the Owner or the Owner's family, have been given the legal right to possess the Owner's Unit, then those persons shall have the right to use any common facilities, parking, storage and other amenities on the Property in lieu of the Owner and the Owner's family.

8.7 Parking. Parking areas on the Property shall be used only for parking of vehicles owned or leased by Owners and Occupants and their guests, and such other incidental uses as may be authorized in writing by the Association. The use of garages, driveways and other parking areas on the Property, and the types of vehicles and personal property permitted thereon, shall be subject to regulation by the Association, in its complete discretion, including without limitation the right of the Association to tow illegally parked vehicles without notice or to remove unauthorized personal property.

8.8 Animals. No animal may be bred, or kept or maintained for business or commercial purposes, anywhere on the Property. Subject to this restriction, the Board shall have the exclusive authority to prohibit, or to allow and regulate, by the Rules and Regulations, the keeping of animals on the Property.

8.9 Quiet Enjoyment; Interference Prohibited. All Owners and Occupants and their guests shall have a right of quiet enjoyment in their respective Units. The Property shall be

occupied and used in such a manner as will not cause a nuisance, or unduly restrict, interfere with or impede the use and quiet enjoyment of the Property by other Owners and Occupants and their guests. The Board shall have full and complete authority to determine what constitutes a nuisance and may take any actions deemed appropriate to obtain compliance with this provision, including the levying of significant amounts of fines to cause the Owners or Occupants to cease the nuisance causing behavior.

8.10 Compliance with Laws. No use shall be made of the Property which would violate any then existing municipal codes or ordinances, or state or federal laws, nor shall any act or use be permitted which could cause waste to the Property, cause a material increase in insurance rates on the Property, or otherwise cause any unusual liability, health or safety risk, or expense, for the Association or any Owner or Occupant.

8.11 Alterations. No alterations (as defined in Section 9) shall be made, or caused or allowed to be made, in any part of the Common Elements, or in any part of a Unit which affects the Common Elements or another Unit or which is visible from the exterior of the Unit, without the prior written authorization of the Board, or a committee appointed by it, as provided in Section 9.

8.12 Trees and Vegetation. Vegetation and trees located on the Units or on the Property shall be maintained in substantially the same condition as originally established. The Board of Directors shall have the authority to permit or deny vegetable or flower gardens or to determine their size and location. All trees and vegetation in the Common Elements of the Association's Property shall not be damaged or harvested for any purpose without the direct approval of the Board of Directors.

8.13 Time Shares Prohibited. The time share form of ownership, or any comparable form of lease, occupancy rights or ownership which has the effect of dividing the ownership or occupancy of a Unit into separate time periods, is prohibited.

8.14 Access to Units. In case of emergency, all Units and Common Elements are subject to entry, after an attempt to notify the homeowner has been made, by an Association Officer or Board member, by the Association's management agents, or by any public safety personnel.

8.15 Signs. The Board shall have the authority to determine the type and size of signs which may be placed on the Unit or in the Common Elements, if any, in its sole discretion.

8.16 Satellite Dishes. The Board shall have the authority to pass rules and regulations, in compliance with all federal laws and orders, concerning the use and installation of satellite dishes on the Property

8.17 Miscellaneous. Garage doors shall be kept closed except during times of access to the garage or when the occupant is in the immediate vicinity. No boat, snowmobile,

recreational vehicle, trailer, or other vehicle other than automobiles shall be stored or parked in any driveway or street or anywhere else on the Property, unless allowed by the Rules and Regulations of the Association. The Association may, by regulation or rule, limit or prohibit the parking of automobiles on any roadway. No abandoned motor vehicle shall be permitted to remain upon the streets or driveways of the Property. No truck with a gross weight in excess of five tons shall operate or travel on a regular basis upon any private street or drive of the Association. In the event of violation of any of these provisions in Section 8.16, the Association may remove such boat, snowmobile, recreational vehicle, trailer, or other vehicle, without notice, at the cost of the homeowner. The Board may prohibit or allow garage sales, in its sole discretion.

SECTION 9 ARCHITECTURAL STANDARDS

9.1 Restrictions on Alterations. One of the purposes of this Declaration is to ensure that those parts of the Units which are visible from the exterior be kept architecturally attractive and uniform in appearance. Therefore, the following restrictions and requirements shall apply to alterations on the Property:

- a. Except as expressly provided in this Section 9, no structure, building, addition, deck, patio, fence, wall, enclosure, window, exterior door, sign, display, decoration, color change, shrubbery, material topographical or landscaping change, or any other exterior improvements to or alteration of any Unit or any other part of a Unit which affects the Common Elements or another Unit, or which is visible from the exterior of the Unit (collectively referred to as "alterations"), shall be commenced, erected or maintained, unless and until the plans and specifications showing the nature, kind, shape, height, color, materials and locations of the alterations shall have been approved in writing by the Board or a committee appointed by it.
- b. The Board may act as the architectural committee or it may appoint, supervise and establish an architectural committee, and specifically delegate to it part or all of the functions which the Board exercises under this Section 9, in which case the references in this Section 9 to the Board shall refer to the architectural committee where appropriate. The architectural committee shall be subject to the supervision of the Board.
- c. The Board shall establish the criteria for approval of alterations, which shall include and require, at a minimum:
 - (1) substantial uniformity of color, size, location, type and design in relation to existing Dwellings and topography,

- (2) comparable or better quality of materials as used in existing Dwellings,
- (3) ease of maintenance and repair,
- (4) adequate protection of the Property, the Association, Owners and Occupants from liability and liens arising out of the proposed alterations,
- (5) substantial preservation of other Owners' sight lines, if material, and
- (6) compliance with governmental laws, codes and regulations.

The Board, or the appointed committee if so authorized by the Board, shall be the sole judge of whether the criteria are satisfied.

- d. Approval of alterations which encroach upon another Unit or the Common Elements shall create an appurtenant easement for such encroachment in favor of the Unit with respect to which the alterations are approved, notwithstanding any contrary requirement in the Governing Documents or Minnesota law. A file of the resolutions approving all alterations shall be maintained permanently as a part of the Association's records.
- e. The installation of an antenna one (1) meter or less in diameter for the purpose of receiving direct broadcast/satellite service or video programming services, or any antenna for receiving television broadcast signals, may be installed on a Unit, as permitted by applicable federal law and the Rules and Regulations. The Board shall have authority to impose further, reasonable requirements on any such installation consistent with law.

9.2 Review Procedures. The following procedures shall govern requests for alterations under this Section:

- a. Detailed plans, specifications and related information regarding any proposed alterations, in form and content acceptable to the Board, shall be submitted to the Board at least sixty (60) days prior to the projected commencement of construction. No alterations shall be commenced prior to approval.
- b. The Board shall give the Owner written notice of approval or disapproval within sixty (60) days after receipt of said plans and specifications and all other information requested by the Board. If the Board fails to approve or

disapprove within sixty (60) days after receipt of said plans and specifications, then approval shall be deemed to be granted; provided that the alterations are done in accordance with the plans, specifications and related information which were submitted.

- c. If no request for approval is submitted, approval shall be deemed to be denied.

9.3 Remedies for Violations. The Association may undertake any measures, legal or administrative, to enforce compliance with this Section and shall be entitled to recover from the Owner causing or permitting the violation all attorneys' fees and costs of enforcement incurred by the Association, whether or not a legal action is started. Such attorneys' fees and costs shall be a lien against the Owner's Unit and a personal obligation of the Owner. In addition, the Association shall have the right to restore any part of the exterior of the Unit to its prior condition if any alterations were made in violation of this Section, and the cost of such restoration shall be a personal obligation of the Owner and a lien against the Owner's Unit. It is understood that previous decisions of the Association may now be contrary to the decisions made under the architectural standards of this Amended and Restated Declaration.

9.4 Hold Harmless. The Owner who causes an alteration to be made, regardless of whether the alteration is approved by the Board, shall be solely responsible for the construction standards and specifications relating to the alteration, and the construction work. The Owner, and not the Association, is responsible for determining whether any alteration is in violation of any restrictions imposed by any governmental authority having jurisdiction over the Property. The Owner shall hold the Association harmless, defend and indemnify the Association, and its officers and directors, from and against any expenses, claims, damages, losses or other liabilities, including without limitation attorneys' fees and costs of litigation, arising out of

- i. Any alteration which violates any governmental laws, codes, ordinances or regulations,
- ii. The adequacy of the specifications for construction of the alterations,
- iii. The construction of the alterations, and
- iv. Payment for the alterations.

SECTION 10 MAINTENANCE

10.1 Maintenance by Association. The Association shall provide for and pay as a Common Expense, all maintenance, repair or replacement (collectively referred to as "maintenance") of the Common Elements, including all improvements thereon.

- a. Maintain lawn, shrubs, and trees on the common grounds. This work shall not include the watering of lawns, shrubs and trees.
- b. Contract snow and ice removal, to the extent determined by the Board of Directors, and the collection of garbage and recycling.
- c. Maintain and repair driveways, curbs, parking areas, and sidewalks.
- d. Maintain and repair yard lights and exterior garage lights.
- e. Maintain US mailboxes.
- f. Maintain sewer and water lines, drains, and stacks from the street to the trap connection of each building.
- g. Maintain and repair signage for the Association.

In addition, for the purpose of preserving the architectural character, quality, and uniform and high standards for appearance of the Property, the Association shall provide for exterior maintenance upon the Dwellings and/or Units as follows:

- h. Paint, repair, and replace roofs, gutters, downspouts, skylights, chimneys, exterior siding and other building exterior surfaces.
- i. Repair and maintain the original cement patio footprints.
- j. Maintain, repair and replace fencing, as now existing or later approved by the Board of Directors.
- k. Notwithstanding any other term or provision herein, the Association's maintenance obligations shall exclude the following items which shall be repaired, maintained and replaced by the homeowners:
 1. Any material, design, or boundary changes to the footprint of the patio (such as decks, flooring, railings and all supports);
 2. The garage door mechanical parts and tracks, and interior garage lights;
 3. Any appliances inside the unit, including but not limited to the furnace, water heater, water softener, humidifier, dishwasher;
 4. Plumbing inside the unit;
 5. Attics, foundations, and foundation walls of Units,
 6. Air conditioner condensers, water spigots, patio/entrance light, motion sensor lights, gas and electric meters, and all electrical conduit and connections to a Unit;
 7. Painting and/or replacement of exterior doors, patio/sliding

- doors, and windows;
- 8. Doorbells, door hardware, door handles and locks, and
- 9. Any other items not specifically required to be maintained by the Association, unless otherwise approved under Section 10.2.

- l. The Association shall have easements as described in Section 14 to perform its obligations under this Section.

10.2 Optional Maintenance by Association. In addition to the maintenance described in Section 10.1, the Association may, with the approval of a majority of votes cast in person or by proxy at a meeting called for such purposes, undertake to provide additional maintenance to the Units or Dwellings, at the cost of the individual Owners.

10.3 Maintenance by Owner. Except for the exterior maintenance required to be provided by the Association under Section 10, all maintenance of the Units shall be the sole responsibility and expense of the Owners thereof. Under Section 6, the Association shall have the authority to assess the costs of its repair, replacement and maintenance to the Owners and Units benefitted. The Owners and Occupants shall also have a duty to promptly notify the Association of defects in or damage to those parts of the Property which the Association is obligated to maintain. The Association may require that any exterior maintenance to be performed by the Owner be accomplished pursuant to specific uniform criteria established by the Association. The Association may also undertake any exterior maintenance which the responsible Owner fails to or improperly performs, and charge and assess the Unit for the cost thereof. Such cost shall be a personal obligation of the Owner and a lien against the Owner's Unit.

10.4 Damage Caused by Owner. Each Owner must maintain the inside temperature of his or her Unit at a minimum of 55 degrees Fahrenheit. Any repairs for damages caused by frozen pipes, condensation, or frost in the attic, is the responsibility and cost of the Owner causing such damage.

Notwithstanding any provision to the contrary in this Section, if, in the judgment of the Association, the need for maintenance of any part of the Property is caused by the willful or negligent act or omission of an Owner or Occupant, or their guests, or by a condition in a Unit which the Owner or Occupant has willfully or negligently allowed to exist, the Association may cause such damage or condition to be repaired or corrected (and enter the yard area of any Unit to do so), The cost may be charged and assessed against the Unit of the Owner responsible for the damage. Such cost shall be a personal obligation of the Owner and a lien against the Owner's Unit. In the case of party walls between Dwellings, the Owners of the affected Dwellings shall be liable as provided in Section 11.

SECTION 11
PARTY WALLS

11.1 General Rules of Law to Apply. Each interior wall built as part of the original construction of the Dwellings and located on the boundary line between Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

11.2 Repair and Maintenance. The Owners of the Units which share the party wall shall be responsible for the maintenance, repair and replacement of the party wall in equal proportions; provided that

- i. Any maintenance, repair or replacement necessary due to the acts or omissions of a certain Owner or Occupant sharing such party wall shall be paid for by such Owner, and the
- ii. Association may contract for and supervise the repair of damage caused by an Owner or Occupant and assess the Owners for their respective shares of the cost to the extent not covered by insurance. Such cost shall be a personal obligation of the Owner and a lien against the Owner's Unit(s).

11.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has use of the wall may, with the consent of the Association, restore it, and the other Owner shall promptly reimburse the Owner who restored the wall for his or her share of the cost of restoration thereof; provided, however, that the cost of restoration relating to destruction or other casualty resulting from the acts or omissions of certain Owners shall be the financial responsibility of such Owners. The Association may assess the responsible Owners for their share of the costs, without prejudice to the right of an Owner to recover a larger contribution from the other Owner.

11.4 Weatherproofing. Notwithstanding any other provision of this Section 11, any Owner who, by his or her negligent or willful act, causes a party wall to be exposed to the elements shall bear the whole cost of the repairs necessary for protection against such elements.

11.5 Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section 11 shall run with the land and shall pass to such Owner's assigns and successors in title.

11.6 Arbitration. In the event of any dispute arising concerning a party wall, and if the same is not resolved within thirty (30) days of the event causing the dispute, the matter shall be submitted to binding arbitration under the rules of the American Arbitration Association, upon the written demand of the Association or any Owner whose Unit shares the party wall. Each party agrees that the decision of the arbitrators shall be final and conclusive of the questions involved.

The fees of the arbitrators shall be shared equally by the parties, and each party shall pay its own attorneys' fees or other costs incurred in the arbitration.

SECTION 12 INSURANCE

12.1 Owner's Personal Insurance (HO-6). Each Owner shall obtain additional personal insurance coverage at his or her own expense covering fire and other casualty to the Unit, personal property, or personal liability. All insurance policies maintained by Owners shall provide that they are without contribution as against the insurance purchased by the Association and they shall be in sufficient amounts to cover the master policy deductible in place as it may change from time to time. Each Owner shall provide such proof of insurance as may be deemed acceptable to the Board.

12.2 Required Coverage. The Association shall obtain and maintain, at a minimum, a master policy or policies of insurance in accordance with the insurance requirements set forth herein, issued by a reputable insurance company or companies authorized to do business in the State of Minnesota, as follows:

- a. Bare walls property insurance in broad form covering all risks of physical loss in an amount equal to one hundred percent (100%) of the insurable "replacement cost" of the Property, less deductibles, exclusive of land, footings, excavation and other items normally excluded from coverage. The policy or policies shall cover personal property owned by the Association. The policy or policies shall also contain "Inflation Guard" and "Agreed Amount" endorsements, if reasonably available. Such policy or policies shall include such additional endorsements, coverages and limits with respect to the foregoing and other hazards as may be required from time to time by the regulations of the Federal Housing Administration ("FHA"), the U.S. Department of Veterans' Affairs ("VA") or the Federal National Mortgage Association ("FNMA") as a precondition to their insuring, purchasing or financing a mortgage on a Unit. The Board may also, on behalf of the Association, enter into binding written agreements with a mortgagee, insurer, or servicer, including without limitation the FHA, VA or FNMA, obligating the Association to keep certain specified coverages or endorsements in effect.
- b. Comprehensive public liability insurance covering the use, operation and maintenance of the Common Elements, with minimum limits of one million dollars (\$1,000,000) per occurrence, against claims for death, bodily injury and property damage, and such other risks as are customarily covered by such policies for projects similar in construction, location and use to the Property. The policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner or Occupant because of negligent acts of the Association or

other Owners or Occupants. The policy shall include such additional endorsements, coverages and limits with respect to such hazards as may be required by the regulations of the FHA, VA or FNMA as a precondition to their insuring, purchasing or financing a mortgage on a Unit.

- c. Fidelity insurance coverage against dishonest acts on the part of directors, officers, managers, trustees, employees or other persons responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance shall name the Association as the named insured and shall, if required by the regulations of the FHA or FNMA as a precondition to their insuring, purchasing or financing of a mortgage on a Unit, be written in an amount equal to the greater of (i) the estimated maximum of Association funds, including reserves, in the custody of the Association or management agent at any given time while the bond is in force, or (ii) a sum equal to three (3) months' aggregate Assessments on all Units plus reserves. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.
- d. Workers' Compensation insurance as required by law.
- e. Directors' and officers' liability insurance with such reasonable limits and coverages as the Board shall determine from time to time.
- f. Such other insurance as the Board may determine from time to time to be in the best interests of the Association and the Owners.

12.3 Premiums; Improvements; Deductibles. All insurance premiums shall be assessed and paid as annual Assessments, and allocated among the Units as determined by the Board consistent with the Governing Documents. The Association may, in the case of a claim for damage to a Unit or Units

- i. Pay the deductible amount as a Common Expense,
- ii. Assess the deductible amount against the Units affected in any reasonable manner, or
- iii. Require the Owners of the Units affected to pay the deductible amount directly. The Association is not responsible for damage to the interior of the Unit that is not covered by the Association's master policy of insurance even if such damage is caused by water infiltration through the roof or exterior surfaces of the Units. All such damage and repair shall be the responsibility of the Owner and may be insured against as set forth under Section 12.1 on Owner's Personal Insurance.

12.4 Loss Payee; Insurance Trustee. All insurance coverage maintained by the Association shall be written in the name of, and the proceeds thereof shall be payable to, the Association (or a qualified insurance trustee selected by it) as trustee for the benefit of the Owners and secured parties, including Eligible Mortgagees, who suffer loss. The Association, or any insurance trustee selected by it, shall have exclusive authority to negotiate, settle and collect upon any claims or losses under any insurance policy maintained by the Association.

12.5 Required Policy Provisions. All policies of property insurance carried by the Association shall provide that:

- a. Each Owner and secured party is an insured Person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association.
- b. The insurer waives its right to subrogation under the policy against any Owner or member of the Owner's household and against the Association and members of the Board.
- c. No act or omission by any 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.
- d. The Association's policy is primary insurance; however, if the claim is less than the amount of the deductible in the Association's master policy, the Association cannot submit a claim. In such event, the Owner may submit the claim to his/her personal policy insurer.

12.6 Cancellation; Notice of Loss. All policies of property insurance and comprehensive liability insurance maintained by the Association shall provide that the policies shall not be cancelled or substantially modified, for any reason, without at least thirty (30) days' prior written notice to the Association, to the FHA, VA or FNMA (if applicable), all of the insureds and all Eligible Mortgagees.

12.7 Restoration in Lieu of Cash Settlement. All policies of property insurance maintained by the Association shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable (i) without the prior written approval of the Association (or any Insurance Trustee), or (ii) when in conflict with provisions of any insurance trust agreement to which the Association may be a party, or any requirement of law.

12.8 No Contribution. All policies of insurance maintained by the Association shall be the primary insurance where there is other insurance in the name of the Owner covering the same property, and may not be brought into contribution with any insurance purchased by Owners or their Eligible Mortgagees.

12.9 Effect of Acts Not Within Association's Control. All policies of insurance maintained by the Association shall provide that the coverage shall not be voided by or conditioned upon (i) any act or omission of an Owner or Eligible Mortgagee, unless acting within the scope of authority on behalf of the Association, or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

SECTION 13
RECONSTRUCTION, CONDEMNATION AND EMINENT DOMAIN

13.1 Reconstruction. The obligations and procedures for the repair, reconstruction or disposition of the Property following damage or destruction thereof shall be governed by Minnesota law and the governing documents of the Association. Any repair or reconstruction shall be substantially in accordance with the plans and specifications of the Property as initially constructed and subsequently improved. Notice of substantial damage or destruction shall be given as provided in Section 17.10.

13.2 Condemnation and Eminent Domain. In the event of a taking of any part of the Property by condemnation or eminent domain, the provisions of the Section 17.10, (i) the Association shall be the attorney-in-fact to represent the Owners in any related proceedings, negotiations, settlements or agreements, and (ii) any awards or proceeds shall be payable to the Association for the benefit of the Owners and the mortgagees of their Units. Eligible Mortgagees shall be entitled to priority for condemnation awards in accordance with the priorities established by the Governing Documents, as their interests may appear.

13.3 Termination and Liquidation. The termination of the common interest community and the distribution of any proceeds therefrom, shall be governed by Minnesota law. Any distribution of funds shall be based upon the value of the Units as determined by the relative value for property insurance purposes, and shall be made to Owners and their mortgage holders, as their interests may appear.

13.4 Notice. The Association shall give written notice of any condemnation proceedings or substantial destruction of the Property to the Eligible Mortgagees entitled to notice under Section 17.10.

13.5 Association's Authority. In all cases involving reconstruction, condemnation, eminent domain, termination or liquidation of the common interest community, the Association shall have authority to act on behalf of the Owners in all proceedings, negotiations and settlement of claims. All proceeds shall be payable to the Association to hold and distribute for the benefit of the Owners and their mortgage holders, as their interests may appear.

SECTION 14
EASEMENTS

14.1 Easement for Encroachments. Each Unit and the Common Elements, and the rights of the Owners and Occupants therein, shall be subject to an exclusive easement for encroachments in favor of the adjoining Units for fireplaces, walls, roof overhangs, air conditioning systems, decks, porches, patios, utility installations and other appurtenances (i) which are part of the original construction of the adjoining Unit or the Property, or (ii) which are added in compliance with Section 9. If there is an encroachment by a Unit, or other building or improvement located in a Unit, upon another Unit or Unit as a result of the construction, reconstruction, repair, shifting, settlement or movement of any part of the Property, an appurtenant easement for the encroachment, for the use, enjoyment and habitation of any encroaching Unit, building or improvement, and for the maintenance thereof, shall exist; provided, that with respect to improvements or alterations added pursuant to Section 9, no easement shall exist unless the same have been approved, and the proposed improvements constructed, as required by this Declaration. Such easements shall continue for as long as the encroachment exists and shall not affect the marketability of title.

14.2 Easement for Maintenance, Repair, Replacement and Reconstruction. Each Unit, and the rights of the Owners and Occupants thereof, shall be subject to the rights of the Association to an exclusive, appurtenant easement on and over the Units for the purposes of maintenance, repair, replacement and reconstruction of the Dwellings and other improvements located within the Units, and utilities serving the Units, to the extent necessary to fulfill the Association's obligations under the Governing Documents.

14.3 Utility Easements. The Property shall be subject to non-exclusive, appurtenant easements in favor of all public utility companies and other utility providers for the installation, use, maintenance, repair and replacement of all utilities, such as natural gas, electricity, cable TV and other electronic communications, water, sewer, septic systems, wells, and similar services, and metering and control devices, which exist or are constructed as part of the development of the Property, or which are referred to in the Plat or otherwise described in this Declaration or any other duly recorded instrument. Each Unit, and the rights of the Owners and Occupants thereof, shall also be subject to a non-exclusive, appurtenant easement in favor of the other Units for all such utilities and services; provided that the utilities and services shall be installed, used, maintained and repaired so as not to interfere with the use and quiet enjoyment of the Units by the Owners and Occupants, and so as not to affect the structural or architectural integrity of the Units or Dwellings.

14.4 Roadway Access Easements. The Common Elements shall be subject to an appurtenant easement for roadway access in favor of the owners and occupants over those parts of the Common Elements which are paved and dedicated to use as connecting streets.

14.5 Reservation of Easements. The Association hereby reserves the right to exercise the following rights and create the following perpetual, non-exclusive easements appurtenant to the Common Elements, all in accordance with the following authority and conditions:

- a. To connect any improvements constructed on the Property to any natural gas, storm sewer, sanitary sewer, electrical, telephone or other utility line, cable TV line, pipe, wire or other facilities which are or may be located within or serve the Property.
- b. Cable TV and other utility services from, and to discharge storm and sanitary waste into, all such lines, pipes, wires or other common utility facilities which are or may be located within or serve the Property.
- c. To install, repair, maintain, operate and replace all such natural gas, storm sewer, water, sanitary sewer, electrical, telephone or other utility lines, pipes, wires or other facilities which are or may be located within or serve the Property.
- d. To do such other acts as are necessary in order to connect into and/or to utilize such utility facilities to serve any improvement constructed or to be constructed on the Property.

14.6 Continuation and Scope of Easements. Notwithstanding anything in this Declaration to the contrary, in no event shall an Owner or Occupant be denied reasonable access to his or her Unit or the right to utility services thereto. The easements set forth in this Section 14 shall supplement and not limit any easements described elsewhere in this Declaration or recorded, and shall include reasonable access to the easement areas through the Units and the Common Elements for purposes of maintenance, repair, replacement and reconstruction. All easement rights shall include a right of reasonable access to maintain, repair and replace the utility lines and related equipment.

SECTION 15 COMPLIANCE AND REMEDIES

Each Owner and Occupant, and any other Person owning or acquiring any interest in the Property, shall be governed by and comply with the provisions of the Governing Documents, the Rules and Regulations, and such amendments thereto as may be made from time to time, and the decisions of the Association. A failure to comply shall entitle the Association to the relief set forth in this Section 15, in addition to the rights and remedies authorized elsewhere by the Governing Documents and Minnesota law.

15.1 Entitlement to Relief. The Association may commence legal action to recover sums due, for damages, for injunctive relief or to foreclose a lien owned by it, or any combination thereof, or for any other relief authorized by the Governing Documents or available at law or in equity. Legal relief may be sought by the Association against any Owner to enforce compliance with the Governing Documents, the Rules and Regulations, Minnesota law or the decisions of the Association. Owners may also enforce compliance with the Governing Documents, the Rules and Regulations, by a private legal action, independent of this Section. No

Owner may withhold any Assessments payable to the Association, or take or omit other action in violation of the Governing Documents, the Rules and Regulations as a measure to enforce such Owner's position, or for any other reason.

15.2 Sanctions and Remedies. In addition to any other remedies or sanctions, express or implied, administrative or legal, the Association shall have the right, but not the obligation, to implement any one or more of the following actions against Owners and Occupants and/or their guests, who violate the provisions of the Governing Documents or the Rules and Regulations:

- a. Commence legal action for damages or equitable relief in any court of competent jurisdiction.
- b. Impose late charges in such amounts as determined appropriate by the Board of Directors, from time to time, for each past due Assessment or installment thereof and each fine, penalty or other charge, and impose interest at the highest rate permitted by law accruing beginning on the first day of the month after the Assessment or installment was due.
- c. In the event of default of more than thirty (30) days in the payment of any Assessment or installment thereof, all remaining installments of Assessments assessed against the Unit owned by the defaulting Owner may be accelerated. All monies due shall then be payable in full if all delinquent Assessments or installments together with all attorneys' fees, costs of collection, and late charges, are not paid in full prior to the effective date of the acceleration. Not less than ten (10) days' advance written notice of the effective date of the acceleration shall be given to the defaulting Owner.
- d. Impose reasonable fines, penalties or charges for each violation of the Governing Documents or the Rules and Regulations of the Association.
- e. Restore any portions of the Common Elements or Units damaged or altered, or allowed to be damaged or altered, by any Owner or Occupant or their guests in violation of the Governing Documents, and to assess the cost of such restoration against the responsible Owners and their Units.
- f. Foreclose any lien arising under the provisions of the Governing Documents or under law, in the manner provided by the Governing Documents and Minnesota law.

15.3 Rights to Hearing. Before the imposition of any of the remedies authorized by Section 15.2 (d) through (g), the Board shall, upon written request of the offender, grant to the offender an opportunity for a fair and equitable hearing. The offender shall be given notice of the nature of the violation and the right to a hearing, and at least ten (10) days within which to

request a hearing. The hearing shall be scheduled by the Board and held within thirty (30) days of receipt of the hearing request by the Board, and with at least ten (10) days' prior written notice to the offender. If the offender fails to timely request a hearing or to appear at the hearing, then the right to a hearing shall be deemed waived and the Board may take such action, as it deems appropriate. The decision of the Board and the rules for the conduct of hearings established by the Board shall be final and binding on all parties. The Board's decision shall be delivered in writing to the offender within ten (10) days following the hearing, if not delivered to the offender at the hearing. The Board may delegate the foregoing hearing authority to a committee of three or more disinterested Owners, who shall conduct the hearing and make a recommendation to the Board regarding the disposition of the matter.

15.4 Lien for Charges, Penalties, Etc. Any Assessments, charges, fines, expenses, penalties or interest imposed under this Section shall be a lien against the Unit of the Owner or Occupant against whom the same are imposed and the personal obligation of such Owner in the same manner and with the same priority and effect as Assessments under Section 6. The lien shall attach as of the date of imposition of the remedy, but shall not be final as to violations for which a hearing is held until the Board makes a written decision at or following the hearing. All remedies shall be cumulative, and the exercise of, or failure to exercise, any remedy shall not be deemed a waiver of the Association's right to pursue any others.

15.5 Costs of Proceeding and Attorneys' Fees. With respect to any collection measures, or any measures or action, legal, administrative, or otherwise, which the Association takes to enforce the provisions of the Governing Documents or Rules and Regulations, whether or not finally determined by a court or arbitrator, the Association may assess the violator and his or her Unit with any expenses incurred in connection with such enforcement, including without limitation fines or charges previously imposed by the Association, reasonable attorneys' fees, and interest (at the highest rate allowed by law) on the delinquent amounts owed to the Association. Such expenses shall also include any collection or contingency fees or costs charged to the Association by a collection agency or other Person acting on behalf of the Association in collecting any delinquent amounts owed to the Association by an Owner or Occupant. Such collection or contingency fees or costs shall be the personal obligation of such Owner and shall be a lien against such Owner's Unit.

15.6 Liability for Owners' and Occupants' Acts. An Owner shall be liable for the expense of any maintenance, repair or replacement of the Property rendered necessary by such Owner's acts or omissions, or by that of Occupants or guests in the Owner's Unit, to the extent that such expense is not covered by the proceeds of insurance carried by the Association or such Owner or Occupant. Any insurance deductible amount, and/or any increase in insurance rates, resulting from the Owner's acts or omissions may be assessed against the Owner responsible for the condition and against his or her Unit.

15.7 Enforcement by Owners. The provisions of this Section shall not limit or impair the independent rights of other Owners to enforce the provisions of the Governing Documents or the Rules and Regulations.

SECTION 16
AMENDMENTS

16.1 Approval Requirements. This Declaration may be amended only by the approval of:

- a. Owners of Units to which are allocated at least sixty-seven percent (67%) of the total votes in the Association.
- b. The percentage of Eligible Mortgagees (based upon one (1) vote per Unit financed) required by Section 17 as to matters prescribed by said Section.

16.2 Procedures. Approval of the Owners may be obtained in writing or at a meeting of the Association duly held in accordance with the Bylaws. Consents of eligible Mortgagees shall be in writing. Any amendment shall be subject to any greater approval requirements imposed by Minnesota law. The amendment shall be effective when recorded. An affidavit by the Secretary of the Association as to the outcome of the vote, or the execution of the foregoing agreements or consents, shall be adequate evidence thereof for all purposes, including without limitation, the recording of the amendment.

SECTION 17
RIGHTS OF ELIGIBLE MORTGAGEES

Notwithstanding anything to the contrary in the Governing Documents, and subject to any greater requirements of Minnesota laws, Eligible Mortgagees shall have the following rights and protections:

17.1 Consent to Certain Amendments. The written consent of Eligible Mortgagees representing at least fifty-one percent (51%) of the Units that are subject to first mortgages held by Eligible Mortgagees (based upon one (1) vote per Unit financed) shall be required for any amendment to the Governing Documents which causes any change in provisions including the following: (i) voting rights; (ii) annual increases in Assessments over twenty-five percent (25%), Assessment liens, or priority of Assessment liens; (iii) reductions in reserves for maintenance, repair and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Elements, or rights to their use; (vi) redefinition of any Unit boundaries; (vii) convertibility of Units into Common Elements or vice versa; (viii) expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the Property; (ix) hazard or fidelity insurance requirements; (x) imposition of additional restrictions on the leasing of Units; (xi) imposition of any restrictions of an Owner's right to sell or transfer his or her Unit; (xii) a decision by the Association (if the project involves fifty (50) or more Units) to establish self management when professional management is in effect as required previously by the Governing Documents or an Eligible Mortgagee; (xiii) restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that

specified in the Governing Documents; (xiv) any action to terminate the legal status of the common interest community after substantial destruction or condemnation occurs; or (xv) any provisions that expressly benefit Eligible Mortgagees, or insurers or guarantors of mortgages.

17.2 Consent to Certain Actions. The written consent of Eligible Mortgagees representing at least sixty-seven percent (67%) of the Units that are subject to first mortgages held by Eligible Mortgagees (based upon (1) one vote per Unit financed) shall be required to (i) abandon or terminate the common interest community; (ii) change the allocations of voting rights, Common Expense obligations or interests in the Common Elements; (iii) partition or subdivide a Unit except as permitted by statute; (iv) abandon, partition, subdivide, encumber or sell the Common Elements; or (v) use hazard insurance proceeds for other than the repair, replacement or reconstruction of the Property, except as otherwise provided by law.

17.3 Consent to Subdivision. No Unit may be partitioned or subdivided without the prior written approval of the Owner and Eligible Mortgagee thereof, and a majority of the Owners in the Association.

17.4 No Right of First Refusal. The right of an Owner to sell, transfer, or otherwise convey his or her Unit, shall not be subject to any right of first refusal or similar restrictions.

17.5 Priority of Lien. Any holder of a first mortgage on a Unit or any purchaser of a first mortgage at a foreclosure sale, that comes into possession of a Unit by foreclosure of the first mortgage or by deed or assignment in lieu of foreclosure, takes the Unit free of any claims for unpaid Assessments or any other charges or liens imposed against the Unit by the Association which have accrued against such Unit prior to the acquisition of possession of the Unit by said first mortgage holder or purchaser (i) except as provided in Section 6.1, and (ii) except that any unreimbursed Assessments or charges may be reallocated among all Units in accordance with their interests in the Common Elements.

17.6 Priority of Taxes and Other Charges. All taxes, Assessments and charges which may become liens prior to the first mortgage under state law shall relate only to the individual Units and not to the Property as a whole.

17.7 Priority for Condemnation Awards. No provision of the Governing Documents shall give an Owner, or any other party, priority over any rights of the Eligible Mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Unit and/or the Common Elements. The Association shall give written notice to all Eligible Mortgagees of any condemnation or eminent domain proceeding affecting the Property promptly upon receipt of notice from the condemning authority.

17.8 Requirements for Management Agreements. The term of any agreement for professional management of the Property may not exceed three (3) years.

17.9 Access to Books and Records/Audit. Eligible Mortgagees shall have the right to examine the books and records of the Association upon reasonable notice during normal business hours, and to receive free of charge, upon written request, copies of the Association's annual reports and other financial statements. Financial statements, including those which are audited, shall be available within one hundred twenty (120) days of the end of the Association's fiscal year.

17.10 Notice Requirements. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a mortgage on a Unit, and the Unit number or address, the holder, insurer or guarantor shall be entitled to timely written notice of:

- a. A condemnation loss or any casualty loss which affects a material portion of the Property or the Unit securing the mortgage;
- b. A sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of a Unit on which it holds a mortgage;
- c. A lapse, cancellation or material modification of any insurance policy maintained by the Association; and
- d. A proposed action which requires the consent of a specified percentage of Eligible Mortgagees.

SECTION 18 MISCELLANEOUS

18.1 Severability. If any term, covenant, or provision of this instrument or any exhibit attached hereto is held to be invalid or unenforceable for any reason whatsoever, such determination shall not be deemed to alter, affect or impair in any manner whatsoever any other portion of this Declaration or exhibits attached hereto.

18.2 Construction. Where applicable the masculine gender of any word used herein shall mean the feminine or neutral gender, or vice versa, and the singular of any word used herein shall mean the plural, or vice versa. References to any Minnesota law, or any section thereof, shall be deemed to include any statutes amending or replacing the laws, and the comparable sections thereof.

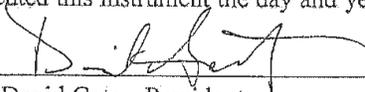
18.3 Notices. Unless specifically provided otherwise in the Bylaws, all notices required to be given by or to the Association, the Board, the Association officers or the Owners or Occupants shall be in writing and shall be effective upon hand delivery, or mailing if properly addressed with postage prepaid and deposited in the United States mail.

18.4 Conflicts Among Documents. In the event of any conflict among the provisions of the Declaration, the Bylaws or any Rules or Regulations approved by the Association, as among

the Declaration, Bylaws and Rules and Regulations, the Declaration shall control, and as between the Bylaws and the Rules and Regulations, the Bylaws shall control.

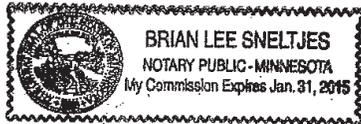
18.5 Duration of Covenants. The covenants, conditions, restrictions, easements, liens and charges contained in this Declaration shall be perpetual, subject only to termination as provided in this Declaration.

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

By: 
David Gates, President

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 14 day of March, 2012, by David Gates, the President of Sungate West Townhomes, Inc., a Minnesota nonprofit corporation, on behalf of the Corporation.




Notary Public

THIS INSTRUMENT DRAFTED BY:
Bernick Lifson, PA
5500 Wayzata Blvd. Ste. 1200
Minneapolis, MN 55416

THIS INSTRUMENT DRAFTED BY:
Bernick Lifson, PA
5500 Wayzata Blvd. Ste. 1200
Minneapolis, MN 55416

Receipt

4/12/2012 11:00 AM

County Recorder/Registrar of Titles
Auditor/Treasurer
Hennepin County

Package ID: 793073

<u>Doc #</u>	<u>Document Name</u>	<u>Fee</u>
T4944643	Common Interest Community Certificate of Title	\$40.00
T4944644	CIC Declaration	\$48.00
Total		\$88.00

Tender Amounts

Check	Check No: 10203	\$88.00
Total		\$88.00

Existing Certs

New Certs

1000402
791537
863584
838338
826633
1013933
813239
815571
803997
801374
777383
767796
774067
738601
720998
1025325
657255
645541
1037965
655229
619805

1349102



1039272
620173
1067268
1073206
1070295
1087063
1107315
1112521
1127327
1135361
1140582
1147139
1150351
1161935
1178264
1179433
1189434
1188034
1199749
1204830
1221034
1221493
711569
1303095
1310795
1314302
1318128
1318133
1334035
1338665
1349102

Sungate West HOA

Operating Statement/Balance Sheet



Sungate West Homeowners Association, Inc.

Balance Sheet as of 3/31/2023

Assets	Operating	Reserve	Total
Operating Funds			
01005 - CAB Checking	\$2,523.63		\$2,523.63
01020 - CAB Operating Savings	\$51,637.07		\$51,637.07
Total Operating Funds	\$54,160.70		\$54,160.70
Reserve Funds			
01031 - CAB Reserve Savings		\$187,668.08	\$187,668.08
Total Reserve Funds		\$187,668.08	\$187,668.08
Other Assets			
01100 - Assessments Receivable	\$400.00		\$400.00
01300 - Prepaid Insurance	\$1,054.92		\$1,054.92
Total Other Assets	\$1,454.92		\$1,454.92
Total Assets	\$55,615.62	\$187,668.08	\$243,283.70
Liabilities / Equity			
Liabilities			
02100 - Prepaid Owner Assessments	\$2,899.20		\$2,899.20
Total Liabilities	\$2,899.20		\$2,899.20
Equity			
03100 - Reserve Fund Balance		\$183,331.64	\$183,331.64
03110 - Investment Results		\$153.44	\$153.44
03200 - Reserve Contribution		\$20,955.00	\$20,955.00
03502 - Operating Fund Balance	\$96,331.53		\$96,331.53
03510 - Net Income	(\$43,615.11)	(\$16,772.00)	(\$60,387.11)
Total Equity	\$52,716.42	\$187,668.08	\$240,384.50
Total Liabilities / Equity	\$55,615.62	\$187,668.08	\$243,283.70

Sungate West Homeowners Association, Inc.

Statement of Revenues and Expenses 3/1/2023 - 3/31/2023

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Income							
Income							
04000 - Operating Assessments	19,200.00	19,200.00	-	57,600.00	57,600.00	-	230,400.00
04100 - Late Charges	-	-	-	30.00	-	30.00	-
04150 - Move In/Out Fees	-	-	-	400.00	-	400.00	-
04500 - Operating Interest	13.99	-	13.99	48.79	-	48.79	-
04700 - Owner Chargeable Expense	-	-	-	25.00	-	25.00	-
04730 - Violations Income	75.00	-	75.00	100.00	-	100.00	-
Total Income	19,288.99	19,200.00	88.99	58,203.79	57,600.00	603.79	230,400.00
Total Income	19,288.99	19,200.00	88.99	58,203.79	57,600.00	603.79	230,400.00

Operating Expense

Professional Fees							
05010 - Management Fees	1,100.00	1,260.00	160.00	3,300.00	3,780.00	480.00	15,120.00
05012 - Legal Fees	662.50	83.33	(579.17)	2,862.00	249.99	(2,612.01)	1,000.00
05013 - Audit/Review/Tax Prep	1,490.00	1,500.00	10.00	1,490.00	1,500.00	10.00	1,500.00
Total Professional Fees	3,252.50	2,843.33	(409.17)	7,652.00	5,529.99	(2,122.01)	17,620.00

Insurance & Income Tax

05020 - Property & Liability Insurance	-	2,000.00	2,000.00	27,110.20	6,000.00	(21,110.20)	24,000.00
05025 - Insurance Deductible	-	279.17	279.17	-	837.51	837.51	3,350.00
Total Insurance & Income Tax	-	2,279.17	2,279.17	27,110.20	6,837.51	(20,272.69)	27,350.00

Utilities

05100 - Electricity	354.62	191.67	(162.95)	747.08	575.01	(172.07)	2,300.00
05130 - Trash Removal	2,977.06	1,375.00	(1,602.06)	6,000.81	4,125.00	(1,875.81)	16,500.00
05131 - Bulk Trash Removal	-	250.00	250.00	-	750.00	750.00	3,000.00
05140 - Water and Sewer	4,933.00	1,833.33	(3,099.67)	4,933.00	5,499.99	566.99	22,000.00
Total Utilities	8,264.68	3,650.00	(4,614.68)	11,680.89	10,950.00	(730.89)	43,800.00

Grounds Maintenance

05300 - Grounds Contract	2,127.22	2,000.00	(127.22)	4,217.04	6,000.00	1,782.96	24,000.00
05321 - Salt & Sand Walks & Drives	-	83.33	83.33	-	249.99	249.99	1,000.00
05325 - Grounds Maint - Extras	-	125.00	125.00	485.00	375.00	(110.00)	1,500.00
05350 - Landscaping	-	125.00	125.00	-	375.00	375.00	1,500.00
05358 - Tree/Plant Trimming	-	-	-	-	-	-	4,000.00
Total Grounds Maintenance	2,127.22	2,333.33	206.11	4,702.04	6,999.99	2,297.95	32,000.00

Building Maintenance

05512 - Snow/Ice Dam Removal	13,010.00	2,400.00	(10,610.00)	25,545.00	7,200.00	(18,345.00)	12,000.00
05514 - Dryer Vent Cleaning	-	110.00	110.00	-	330.00	330.00	1,320.00
05564 - Building Repair	(11,273.50)	1,000.00	12,273.50	3,806.94	3,000.00	(806.94)	12,000.00
05570 - Misc Supplies	-	12.50	12.50	215.00	37.50	(177.50)	150.00
Total Building Maintenance	1,736.50	3,522.50	1,786.00	29,566.94	10,567.50	(18,999.44)	25,470.00

Sungate West Homeowners Association, Inc.

Statement of Revenues and Expenses 3/1/2023 - 3/31/2023

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Expense							
Office & Administrative							
05800 - Office Supplies	1.50	4.17	2.67	2.70	12.51	9.81	50.00
05810 - Postage	5.40	8.33	2.93	12.68	24.99	12.31	100.00
05820 - Copies	9.90	16.67	6.77	47.45	50.01	2.56	200.00
05830 - Outsource Mailing	9.00	-	(9.00)	14.00	-	(14.00)	-
05950 - Operating Contingency	50.00	-	(50.00)	50.00	-	(50.00)	-
05955 - Misc Office & Administrative	-	-	-	25.00	-	(25.00)	-
05999 - Reserve Contribution	6,985.00	6,984.17	(.83)	20,955.00	20,952.51	(2.49)	83,810.00
Total Office & Administrative	7,060.80	7,013.34	(47.46)	21,106.83	21,040.02	(66.81)	84,160.00
Total Expense	22,441.70	21,641.67	(800.03)	101,818.90	61,925.01	(39,893.89)	230,400.00
Operating Net Total	(3,152.71)	(2,441.67)	(711.04)	(43,615.11)	(4,325.01)	(39,290.10)	-

Sungate West Homeowners Association, Inc.

Statement of Revenues and Expenses 3/1/2023 - 3/31/2023

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Reserve Expense							
Reserve Expenses							
09140 - Driveway or Asphalt Work	-	-	-	16,772.00	-	(16,772.00)	-
Total Reserve Expenses	-	-	-	16,772.00	-	(16,772.00)	-
Total Expense	-	-	-	16,772.00	-	(16,772.00)	-
Reserve Net Total	-	-	-	(16,772.00)	-	(16,772.00)	-
Net Total	(3,152.71)	(2,441.67)	(711.04)	(60,387.11)	(4,325.01)	(56,062.10)	-

Sungate West HOA

Rules and Regulations



ncm
NEW CONCEPTS
MANAGEMENT

SUNGATE WEST

Homeowners Association, Inc.

RULES & REGULATIONS

May 18, 2012

Sungate West Homeowners Association, Inc. – Rules & Regulations

INDEX

Section #	Topic
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2	Architectural
3	Garages
4	Parking
5	Pets
6	Rental Regulations
7	Garbage & Recycling
8	Landscaping & Gardens
9	Snow & Ice Removal
10	Noise & Nuisance Policy
11	Humidity Control & Furnaces
12	Signs
13	Homeowner Maintenance Responsibilities
14	Homeowner Insurance
15	Selling
16	Association Dues

Sungate West Homeowners Association, Inc. – Rules & Regulations

The Board has the responsibility and full authority to administer the Association rules and regulations. The Board responsibility includes:

- **Adopting rules and regulations that are aligned with the Governing Documents**
- **Enforcing rules and regulations, fairly and equitably**
- **Amending rules and regulations, when needed**
- **Revoking regulations, as appropriate**

1. General

- 1.1 Units shall be used by Owners and Occupants exclusively as private, single family, residential dwellings. No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted in any Unit or the Common Elements except an Owner or Occupant residing in a Unit may maintain a home occupation by telecommunications and correspondence therefrom; provided such uses are incidental to the residential use and do not involve physical alteration of the Unit or any observable business activity such as signs, advertising displays, regular deliveries, or increased traffic to and from the Unit by customers or employees.
- 1.2 No use shall be made of the property or any Unit which would violate any existing municipal codes or ordinances, state or federal laws, including but not limited to laws governing nuisance, noise and littering ordinances. Any activity which could cause waste to the property or Unit, cause an increase in insurance rates on the property or any Unit or neighboring Unit, or otherwise cause any liability, health or safety risk, or expense for the Association is strictly prohibited.
- 1.3 Owners are responsible for the behavior, conduct, safety and welfare of their Occupants, guests, children and animals. Any damage or injury caused by any of the aforementioned will be the sole responsibility of the Owner.
- 1.4 In case of emergency, all Units are subject to entry, after an attempt to notify the Owner has been made, by an Association officer or Board member, by the Association's management agents, or by any public safety personnel.

2. Architectural

- 2.1 Exteriors of Units must be kept architecturally attractive and uniform in appearance. The Board or a committee appointed by the Board shall have sole authority and discretion to review and approve any proposed alterations to exteriors, Units, Common Elements, or to any Unit or area which is visible from the exterior of the Unit.
- 2.2 No buildings, fences, or other structures, permanent or temporary shall be constructed upon the Common Elements by or on behalf of any Owner or Occupants.

Sungate West Homeowners Association, Inc. – Rules & Regulations

- 2.3 No alterations to any deck, patio, fence, exterior wall, enclosure, window, exterior door, sign, display, color change, or any other exterior improvements to or alteration of any Unit or any other part of a Unit which affects the Common Elements or another Unit, or which is visible from the exterior of a Unit shall be commenced without the written consent of the Board.
- 2.4 Affixing anything to the outside of the Unit structure, or modifying it in any way is not allowed without prior written consent of the Board.
- 2.5 No exterior wiring shall be installed nor shall there be penetration of the walls, window frames or roofs of the exterior of the building, except as authorized by prior written consent of the Board.
- 2.6 The following procedures shall govern requests for alterations:
- a. Detailed plans, specifications and related information regarding any proposed alterations, in form and content acceptable to the Board, shall be submitted to the Board at least sixty (60) days prior to the projected commencement of construction. No alterations shall be commenced prior to approval.
 - b. The Board shall give the Owner written notice of approval or disapproval within sixty (60) days after receipt of said plans and specifications and all other information requested by the Board. If the Board fails to approve or disapprove within sixty (60) days after receipt of said plans and specifications, then approval shall be deemed to be granted; provided that the alterations are done in accordance with the plans, specifications and related information which were submitted.
 - c. If no request for approval is submitted, approval shall be deemed to be denied.
- 2.7 If any violation of these architectural standards occur, the Board may undertake any measures, legal or administrative, to enforce compliance, including but not limited to, directing the Owner to return the alteration to its original state at their own expense, or restoring the alteration and assessing the cost of the restoration against the Owners Unit.
- 2.8 Homeowners need to contact the Board before installing a direct broadcast/satellite service. The Board shall provide written information to the homeowner that outlines the responsibilities of the homeowner and recommendations for placement of the satellite dish. The installation of an antenna one (1) meter or less in diameter, for the purpose of receiving direct broadcast/satellite service or video programming services, or any antenna for receiving television broadcast signals, may be installed on a Unit, as permitted by applicable federal law and subject to any requirements consistent with the law imposed by the Board.

Sungate West Homeowners Association, Inc. – Rules & Regulations

3. Garages

- 3.1 Unit Owner and Occupants are prohibited from using or storing any of the following items in garages:
- a) Flammable, combustible, or explosive materials and liquids, except in Government approved containers.
 - b) Materials identified with hazardous labels.
 - c) Compressed gases.
- 3.2 Owners and Occupants shall not attempt to re-wire or alter any of the electrical wiring within the garages. Please contact the Association's management company should any problems or questions arise.

4. Parking

- 4.1 Parking is allowed in designated parking spaces for Owners, Occupants and guests on a temporary basis only. Except for intermittent parking in the parking spaces, Owners and Occupants shall park vehicles in their garages or on the street.
- 4.2 No long-term parking or storage of any vehicle(s), including motorcycles, campers, boats, trailers, recreational vehicles, snowmobiles, or anything similar in nature to the aforementioned items is permitted in the parking spaces or driveways.
- 4.3 Parking is prohibited on either side of the driveway entrances or in front of any garage. Overflow parking is available on Alabama Avenue.
- 4.4 In the event of a snowfall greater than 1.5 inches, parking is not permitted anywhere on the Association's grounds until the snow has ceased falling and the snow has been removed/plowed. This includes both the driveway and parking areas. Vehicles violating this policy will be towed, without notice, at the expense of the vehicle owner.
- 4.5 Abandoned motor vehicles located on the streets or driveways of the property shall be towed, without notice, at the expense of the vehicle owner.
- 4.6 No truck with a gross weight in excess of five (5) tons shall operate or travel on a regular basis upon any street or driveway of the Association.
- 4.7 Failure to comply with any of the aforementioned parking rules may result in fines and/or towing of vehicles, without notice, at the expense of the vehicle owner.

5. Pets

- 5.1 Only domestic household pets are permitted to be kept by any Owner or Occupant living in a Unit. This includes pets such as dogs, cats, birds, and fish. No other type

Sungate West Homeowners Association, Inc. – Rules & Regulations

of animal, pet or creature of any kind is permitted without written consent of the Board.

- 5.2 Pet owners shall be responsible for immediately cleaning up after their pets every time the pets are outside their owners' homes. The owner of any dog, or any person having custody or control of any dog, shall be responsible for immediately cleaning up any feces of the animal and disposing of such feces in a clean and sanitary manner.
- 5.3 Owners or Occupants with pets shall be responsible for caring for their pets in such a way as to keep them from becoming a nuisance to other Owners and Occupants. Behavior of animals, such as dog barking on the property, is to be strictly controlled by the dogs' owners.
- 5.4 In the event a pet has become a nuisance, the pet owner has acted in a negligent manner regarding the pet, the pet owner is not in compliance with applicable city or state codes and ordinances governing the type of pet or if complaints have been received regarding the pet, the Board may require the homeowner to remove the pet from their Unit.
- 5.5 Pet owners shall be responsible for repairing any property (Common or Unit) that is damaged by a pet.
- 5.6 Owners and Occupants are responsible for any animals on the property that are owned by their guests.
- 5.7 Pets must be quartered inside the Unit Owner's home. Other quarters such as dog runs or doghouses outside of the homes are not permitted.
- 5.8 Dogs must remain on leashes and be controlled by a person capable of controlling the pet any time they are on the Association property. No dogs shall be left tethered to any part of the property.
- 5.9 No animals or pets of any kind shall be kept for any commercial purposes, including but not limited to breeding and selling the offspring.

6. Rental Regulations

- 6.1 The number of Units able to be rented within the Association shall at all times be limited to the percentage allowed by FHA and HUD guidelines for certification.
- 6.2 Unless approved in writing by the Board, each Owner must occupy his/her Unit and no Owners may lease or rent his/her Unit.
- 6.3 If an Owner who has been approved to lease or rent a Unit sells or transfers ownership of such Unit, the authority to lease or rent such Unit shall automatically be terminated.

Sungate West Homeowners Association, Inc. – Rules & Regulations

- 6.4 Subleases and subtenants are prohibited and Owners are prohibited from entering into separate leases for multiple tenants whereby the tenants are not jointly and severally liable for all lease obligations to the Owner.
- 6.5 All leases must be made expressly subject to the terms of the Association Declaration and these Rules and Regulations. The Owner of the Unit is responsible for ensuring that their tenant(s) follow the terms of both. A copy of each must be attached to the lease and made a part of any rental agreement. Additionally, any lease must further provide that any failure of a tenant or lessee to comply with the terms of the Association Declaration, these Rules and Regulations, or other governing document of the Association shall be a default under the lease. The Owner needs to take appropriate action when their tenant defaults on their lease.
- 6.6 Any Owner who leases a Unit must advise the Association in writing of
- His/her own current residence address, phone contact information, and any changes thereto and the
 - Names of all tenants or lessees of the Unit as well as phone contact information and emergency information.

7. Garbage & Recycling

- 7.1 Residents are responsible for notifying any contractors or workers hired on their behalf that they cannot use the dumpsters. All contractors are responsible for taking away any and all materials or appliances.
- 7.2 When moving in or out (or cleaning house), contact the Association management company to arrange for pickup of any furniture items and/or additional trash pickup if you have filled up the dumpster. Any fee for the additional pickups must be paid by the homeowner.

8. Landscaping & Gardens

- 8.1 Any planting of shrubbery, trees, or other type of landscaping modification must be presented in writing to the Board for approval 60 days prior to planting or commencement of a landscape project. The Board shall approve or reject each submission in writing prior to the commencement date.
- a. The request should include a design layout that shows the size and location of the landscaping, a description of the shrubbery, trees, and plants, and the addition of any permanent structures such as decorative flower boxes, retainer walls, etc.,
 - b. If approved by the Board, all costs associated with landscaping
- 8.2 Owners and Occupants, family, and guests shall be held responsible for damage they cause to any trees, shrubs, or plants on the Common Elements. They will be charged the cost to remove and replace the damaged trees, shrubs, or plants.

Sungate West Homeowners Association, Inc. – Rules & Regulations

9. Snow & Ice Removal

- 9.1 The Association provides a sand and salt mixture for sprinkling on slippery sidewalks and patios. The mixture is located in barrels within each garbage garage. Homeowners are responsible for sprinkling the mixture if their sidewalks or patios are slippery.
- 9.2 In the event of an ice storm, the Board will authorize the snow removal vendor to put a mix of sand/salt on the driveways and all common sidewalks.
- 9.3 During winter months homeowners are advised to remove personal property from their patio, grass/garden area, and items placed on their fence. The Association contracts with vendors to remove snow and ice dams from the roofs which could damage property left in these areas. Homeowners will be responsible for any damage which occurs to personal property caused during the removal of snow or ice from the roofs.

10. Noise & Nuisance Policy

- 10.1 Homeowners must refrain from making loud noises from the hours of 10:00 pm to 8:00 am.
- 10.2 No Unit or area within the property of the Association shall be used or occupied in such a manner as will cause a nuisance, or unduly restrict, interfere with or impede the use and quiet enjoyment of the property by other Owners and Occupants and their guests.
- 10.3 The Board shall have full and complete authority to determine what constitutes a nuisance and may take any actions deemed appropriate to obtain compliance with this policy, including but not limited to, the levying of significant amounts of fines to cause the Owners or Occupants to cease the nuisance causing behavior.

11. Humidity Control & Furnaces

- 11.1 Homeowners are responsible for maintaining the humidity level within a Unit. Service calls related to excess humidity in the home, including but not limited to ice crystals forming in the attic, water leaking from the attic, damage to windowsills and rotting rafters will be the responsibility of the homeowner.
- 11.2 If a roof leak is reported, and it is found not to be a roof leak but a humidity problem, the homeowner will be charged for the service call.
- 11.3 The Association is not responsible for any owner operation errors of furnace air ducts, vents, or humidification devices which cause damage to any Unit.

Sungate West Homeowners Association, Inc. – Rules & Regulations

12. Signs

- 12.1 The Board shall have sole authority to determine the type and size of signs which may be placed on the Unit or Common Elements, if any, in its sole discretion.
- 12.2 Prior to placing any sign on the Unit or Common Elements of the Association property, homeowners must receive written consent from the Board.
- 12.3 Yard signs, banners or posters of a political nature of any kind, whether displayed outside a Unit or within a Unit visible from the exterior of a Unit are strictly prohibited.
- 12.4 Any signs or other displays violating the above policy or not authorized by the Board may be removed and disposed of at the Board's discretion without prior notice to the Owner.

13. Homeowner Maintenance Responsibilities

- 13.1 Owners are responsible for all maintenance of their Units.
- 13.2 If an Owner fails to undertake any exterior maintenance which is their responsibility, the Association may undertake such maintenance and charge and assess the Unit for the cost thereof. Such cost shall be a personal obligation of the Owner and a lien against the Owner's Unit.
- 13.3 The area behind the privacy fences surrounding the air conditioners shall not be used for storing items.
- 13.4 Owner's must maintain the inside temperature of their Unit at a minimum of 55 degrees Fahrenheit. Any repairs for damages caused by frozen pipes, condensation, or frost in the attic, is the responsibility of the Owner.
- 13.5 Exterior water faucets should be drained before it freezes outside. Homeowners must turn off the water to your outdoor faucet from the inside of your home (located in your furnace closet) and leave outside the faucet in the open position in order to prevent pipes from cracking and bursting. Any damage caused by frozen water pipes will be the responsibility of the homeowner.
- 13.6 Homeowners are responsible for detection and immediate repair of all problems related to water leakage from pipes, faucets, toilets, showers and any other means.
- 13.7 Homeowners are responsible for detection and immediate repair of any and all electrical problems such as flickering lights, outlets shortening out, circuit breakers flipping, uncovered closet bulbs, worn/frayed wiring and any type of appliance or interior cord which could be a fire hazard.
- 13.8 If in the judgment of the Association, the need for maintenance of any part of the property is caused by the willful or negligent act or omission of an Owner or

Sungate West Homeowners Association, Inc. – Rules & Regulations

Occupant, or their guests, or by a condition in the Unit which the Owner or Occupant has willfully or negligently allowed to exist, the Association may cause such damage or condition to be repaired or corrected (and enter the yard area of any Unit to do so). The cost will be assessed against the Unit of the responsible Owner.

14. Homeowner Insurance

- 14.1 Each Owner must obtain HO-6 personal insurance coverage at his or her own expense covering fire and other casualty to the Unit and personal property.
- 14.2 All HO-6 insurance policies shall be in sufficient amounts to cover the master policy deductible in place as it may change from time to time.

15. Selling

- 15.1 Prior to the listing of their Unit for sale, Owners must notify the Association.
- 15.2 An Owner will be allowed to display one (1) lawn sign on the grass area adjacent to his/her Unit during the open house only. It must not exceed 30 inches by 40 inches and be mounted in wire stakes that will not damage the lawn. Post-mounted signs are prohibited on the grounds and the boulevard. Any damage caused due to improper sign placement by or for the Owner not heeding the Board's sign location placement instructions will be the liability of the Owner.
- 15.3 An Owner will be allowed to display two (2) "open house" or other direction aid signs on the common property not adjacent to his/her Unit. The sign may only be displayed on days when the Unit is open for inspection. Any damage caused as a result of sign placement or display is the liability of the Owner.
- 15.4 Any signs or other display advertising the sale of a Unit not in accordance with the above procedure or authorized by the Board may be removed and disposed of at the Board's discretion without prior notice to the Owner.
- 15.5 Lock boxes may only be located on the front door of the respective Unit for sale. Lock boxes must be coated with a protective soft covering to prevent damage to the building.
- 15.6 Purchasers must provide the Association's Management Company with the following within thirty (30) days after purchasing the Unit:
 - a. Names of all occupants and Owners at the residence address and the address at which the Owner desires to receive notices.
 - b. Business, cell, and home telephone numbers. Include phone contact information for emergencies.

Sungate West Homeowners Association, Inc. – Rules & Regulations

16. Association Dues

- 16.1 Monthly Association dues are owed the first of each month. Monthly statements are mailed to each homeowner by the management company. Make checks payable to Sungate West Homeowner Association.
- 16.2 There is a 15-day grace period. Homeowners are charged a late fee of \$15 for any payment received after the 15th of the month.
- 16.3 If a check is returned to the homeowner by the management company for any reason (i.e. cannot read, torn check, did not sign the check, etc.,) and this makes the payment late, a late fee of \$15 will be charged to the homeowner.
- 16.4 If a check is returned by the bank for nonsufficient funds (NSF), the homeowner will be charged a \$15 late fee and a NSF penalty fee. The amount of the NSF penalty fee is established by the Association's bank. Whatever the Association is charged for the NSF check will be charged to the homeowner.



Sungate West Homeowners Association St. Louis Park, Minnesota

Dear New Homeowner:

Congratulations on the purchase of your new home and welcome to the Sungate West Homeowner's Association!

Sungate West is a community and all homeowners are encouraged to volunteer some of their time and expertise to the Association so that the Sungate West Homeowners Association remains a strong, vital, and attractive community. Please contact your Property Manager if you are interested in joining a committee or attending a Board meeting.

In effort to aid you in getting familiar with your Association as easily and quickly as possible we have outlined some information about your Association on the following pages.

You should have received a copy of the following documents from the seller of your home.

1. **Bylaws:** a set of rules that govern and guide the Board in conducting the business affairs of the Association. The bylaws outline membership of the Association, Board Member duties, all voting procedures, meeting requirements for both the Board and Association meetings, annual and special assessment requirements, financial requirements, etc.
2. **Declaration of Covenants, Conditions, Restrictions, and Easements:** is a set of covenants (agreements), conditions, and restrictions which all homeowners who buy into the Association are legally bound to abide by. This document outlines all the rights and responsibilities of all members of the Association.
3. **Rules & Regulations:** contains policies and rules clarified that will be regulated and enforced.

Please be sure to read each of the documents; the documents cover day-to-day operational elements of your Association as well as outline the homeowner's responsibilities. Acquainting yourself with these documents will make the transition to the Sungate West Homeowners Association much easier.

If you did not receive these documents, electronic copies are available through New Concepts Management by contacting (952)922-2500. If you would like paper copies, they can be ordered for a fee on the New Concepts Management website at www.newconceptsgroup.com/resales

ADMINISTRATION OF YOUR ASSOCIATION

A five-member Board of Directors governs the Sungate West Homeowners Association. All Board members are volunteer homeowners in the HOA:

President	Meredith Paul
Vice President	Kari Gerstner
Secretary	Paulette Henderson
Treasurer	Scott Walsh
Member at Large	Vacant

Your Board generally meets monthly and they are responsible for policy-making as well as the overall operation of your Association. Check with New Concepts for the date, time, and location should you wish to attend a Board meeting.

Your Board delegates many administrative functions, as allowed by your Governing Documents, to New Concepts Management (a company that specializes in Association Management). New Concepts is responsible for assessment collection, association operations, and direct consulting with your Board. Homeowners with questions or concerns should contact New Concepts for matters related to the Association.

NEW CONCEPTS PROPERTY MANAGEMENT CONTACT

Should you need any assistance or have any questions regarding your Association or your property, please contact:

your Property Manager: Heather Hanson at 952-259-1209 and/or heather@ncmgi.com
your Asst. Property Manager: Seng Vang at 952-224-2655 and/or seng@ncmgi.com

For after-hour maintenance emergencies, please call 952-259-1230

SERVICES PROVIDED BY THE HOMEOWNERS ASSOCIATION

The Sungate West Homeowners Association provides a variety of services for Association members/homeowners.

- **Garbage & Recycling Collection:** Garbage and recycling is picked up weekly. There are three garages in your community that contain garbage areas.
- **Water:** All water billing is through the city via your HOA and covered by the annual assessment.
- **Lawn Care & Snow Removal:** Your community is visited weekly during the growing season for grass cutting. Fertilization, shrub maintenance, etc. is also provided as needed. During the winter, snow is plowed after 1.5 inches of snow has fallen. Please see your snow services summary for more details regarding winter services.
- **Repairs Maintenance:** Your Association is responsible for maintaining and/or replacing various items. Please see the maintenance matrix for specifics. All repair requests should be submitted to New Concepts Management. In the event of emergency maintenance after regular office hours (8:30 a.m. to 5:00 p.m.), please call the 24-hour emergency line at 952-259-1230.

ASSOCIATION ASSESSMENTS

Every fall your Board of Directors creates and reviews a budget for the following calendar year.

Association assessments are owed the first of each month. There is a 15-day grace period; if your assessments are not paid by the 15th of the month, a late fee is assessed. See the Rules and Regulations and Collection Policy for further details.

Additional options available:

- (ACH) Automatic withdrawal from your bank account to pay your monthly dues. See the enclosed application for further details.
- Receipt of your monthly dues statement via email.
If you wish to receive your monthly statement electronically, please email your Property Manager with your authorization.

INSURANCE

Please contact Steve Antolak with all of your insurance questions at 651-777-0054. Your Association's policy has a \$10,000.00 deductible. It is the responsibility of each homeowner to obtain their own individual HO6 policy for the interior of their home. Refer to the Rules and Regulations for more information.

EXTERIOR CHANGES

Board approval is required for any additions, alterations, improvements, or modifications you wish to make to the exterior elements. Please consult the Rules and Regulations for further clarifications. Please contact your management company to make any requests or if you have questions.

CONTACT INFORMATION

There are times when New Concepts Management Group, Inc. and/or your Board will need to contact you, so it is imperative that the contact sheet on the following page is completed and returned to New Concepts.

Sungate West HOA
c/o New Concepts Management
5707 Excelsior Boulevard
St. Louis Park, MN 55416
heather@ncmgi.com

SUMMARY

Welcome, again. We look forward to serving your community. The advantages of Association living are best experienced when your community works together. As your Property Manager at New Concepts Management, I would be happy to answer any questions you have as you adjust to your new home and welcome your call or email anytime.

Sincerely,

Heather Hanson
Property Manager
New Concepts Management
As Agent for the Sungate West HOA

on behalf of the Sungate West Board of Directors

CONTACT INFORMATION

Date: _____

Contact Information for: _____
(Homeowner Name)

Mailing Address: _____

Email Address: Your Board prefers to communicate Board Meeting minutes, Annual Homeowner Meeting minutes, and notices to homeowners via email because it is easier, quicker, and saves the HOA from additional expenses. Please provide us with an email address for those purposes.

Homeowner Email Address: _____

In our continued effort to provide our clients with the best possible customer service, we offer the option of sending monthly statements, letters and notices, and general mailings by email rather than by the US Postal Service.

Would you like to receive your statements and correspondence via e-mail?

_____ yes _____ no

Phone Numbers for the primary homeowner and other occupants.

Home Phone: _____ (Please check if primary) ____

Cell Phone: _____ (Please check if primary) ____

Cell Phone: _____ (Please check if primary) ____

Work Phone: _____ (optional)

Emergency Contact: We protect this information. It would only be made available to the Board, Property Manager, and Assistant Property Manager. If you are not around when something like a fire or flood impacts your unit and you cannot be reached by cell phone, it enables the Board and/or New Concepts to contact someone of your choice to provide information or direction. **OPTIONAL.**

Name: _____

Phone #: _____

Relationship: _____

(This helps us understand who we are contacting.)

New Concepts Management Group, Inc.

ACH (Automatic Clearing House) Payment Instructions

Enclosed is the ACH sign-up form for automatic withdrawal of your monthly association payment directly from your checking or savings account. Please note:

1. New Concepts is only authorized to withdraw the amount of your regular monthly payment from your account. Any charges to your account other than the regular monthly payment must be submitted separately. This can be done by mailing in or dropping off the payment to New Concepts Management Group, Inc., 5707 Excelsior Blvd., St. Louis Park, MN 55416. When making these payments, please be sure that your check or money order is made out to your association and that your association account number is indicated. An alternate option would be to contact the Accounting Dept. at 952-922-2500 or accounting@ncmgi.com and request the additional charges be withdrawn with your next scheduled withdrawal.
2. If you are enrolled in ACH, you will still receive a monthly statement. The statement will list any charges that are posted to your account for the next month, as well as any charges that are still outstanding.
3. At the fiscal year, if there is a change in amount to the regular monthly assessment your ACH will automatically be adjusted.
4. Should you want to stop the ACH withdrawal or if you sell your home, New Concepts **must** receive notice in writing to request your ACH be cancelled. To stop ACH, notify the Accounting Dept. at 952-922-2500 to request a cancellation form or send your request in writing to New Concepts. You can also email your request for cancellation to accounting@ncmgi.com. Please be sure to indicate your association account number, your name, and the date you want withdrawals to stop. **Your request to cancel your ACH must be received in New Concept's office no later than 5 business days before the scheduled withdrawal date to have time to process the cancellation.**
5. Any change to your ACH (cancellation, amount, account change) must be received in New Concept's office no later than 5 business days before the scheduled withdrawal date to have time to process the change.
6. Three consecutive NSF payments will result in the cancellation of your ACH.
7. Placing a Stop Payment on your ACH will result in the cancellation of your ACH.

Please complete the enclosed ACH form to sign up for automatic withdrawal of your monthly association payment from your checking or savings account. Be sure to indicate the month you would like withdrawals to start, and attach a voided check to the form as well. Once the form is received and processed by New Concepts, a confirmation letter will be mailed to you indicating the start of ACH on your account. If you have any questions, please call the Accounting Dept. at 952-922-2500.

Thank you!
New Concepts Management
Accounting

SUNGATE WEST
c/o New Concepts Management
5707 Excelsior Blvd., St. Louis Park, MN 55416
Phone: 952-922-2500 Fax: 952-922-5400

ARCHITECTURAL CONTROL FORM

DATE: _____

NAME: _____

ADDRESS: _____

DESCRIPTION OF ADDITION, ALTERATION, AND LOCATION:

MATERIAL OR PRODUCT TO BE USED (PLEASE PROVIDE A PICTURE)

CONTRACTOR/BUILDER _____

(PLEASE PROVIDE YOUR CONTRACTOR'S CERTIFICATE OF INSURANCE)

DIAGRAM YOUR CHANGES. INCLUDE DIMENSIONS IF APPLICABLE.

Please submit your application to the address above before any work is started. Your Board will review and respond to the application accordingly.

DO NOT WRITE BELOW THIS LINE

DATE REC'D: _____ DATE APPRVD: _____

APPROVED BY _____

SUNGATE WEST
c/o New Concepts Management
5707 Excelsior Blvd., St. Louis Park, MN 55416
Phone: 952-922-2500 Fax: 952-922-5400

RENTAL UNIT REGISTRATION FORM

Rental Unit Address: _____

OWNER INFORMATION:

Name(s): _____

Mailing Address: _____

Home Phone: _____

Work Phone: _____

Alternative Phone: _____

E-mail: _____

RENTER INFORMATION:

Renter #1

Name: _____

Home Phone: _____

Alternative Phone: _____

E-mail: _____

Renter #2

Name: _____

Home Phone: _____

Alternative Phone: _____

E-mail: _____

Sungate West Homeowner:

1. Renters have been given a copy of the Rules and Regulations of Sungate West Homeowners Association.
2. A copy of my City of St. Louis Park Rental License is attached.

Owner's Signature: _____ Date: _____

BOARD USE ONLY -----

Received on: _____ By: _____

Registration renewal date: _____

Mail to: Sungate West HOA, c/o NCMGI, 5707 Excelsior Blvd, St. Louis Park, MN 55416
E-mail to: seng@ncmgi.com.

Sungate West HOA

Welcome Guide



NEW CONCEPTS
MANAGEMENT

**SUNGATE WEST HOMEOWNERS ASSOCIATION, INC.
AMENDED AND RESTATED BYLAWS**

6.9 Removal. A director may be removed from the Board of Directors, with or without cause, by a majority vote of the Owners at any annual or special meeting provided:

- (i) That the meeting notice states such purpose;
- (ii) That the director to be removed has a right to be heard at the meeting; and
- (iii) That a new director is elected at the meeting by the owners to fill the vacant position caused by the removal.

A director may also be removed by the Board of Directors if such director:

- (i) Has more than two (2) unexcused absences from Board meetings and/or Owners meetings during any twelve (12) month period; or
- (ii) Is more than thirty (30) days past due with respect to Assessments on the director's Unit. Such vacancies shall be filled by the vote of the Owners as previously provided in this Section.

6.10 Compensation. The directors of the Association shall receive no compensation for their services in such capacity. A director may, or other Owner or Occupant may, upon approval by the Board of Directors, be retained by the Association and reasonably compensated for goods and services furnished to the Association in an individual capacity. Directors may be reimbursed for out-of-pocket expenses incurred in the performance of their duties.

6.11 Fidelity Bond. Fidelity bonds or insurance coverage for unlawful taking of Association funds shall be obtained and maintained as provided in the Declaration on all directors and officers authorized to handle the Association's funds and other monetary assets.

SECTION 7

OFFICERS

7.1 Principal Officers. The Board of Directors shall elect the principal officers of the Association, as in their judgment may be necessary to manage the affairs of the Association. These positions shall be the President, a Vice President, a Secretary, and a Treasurer. The Board of Directors may from time to time elect such officers and designate their duties. A person may hold more than one office simultaneously, except those of President and Vice President. Only the President, Vice President, and Treasurer must be members of the Board of Directors.

7.2 Election. The officers of the Association shall be elected annually by the Board of Directors and shall hold office at the pleasure of the Board.

7.3 Removal. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, with or without cause, and a successor elected, at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for that purpose.