

ORCHARD  
MEADOWS  
ASSOCIATION,  
INC.

ASSOCIATION  
DOCUMENTS

Arbor Pointe

ORCHARD MEADOWS ASSOCIATION, INC.

HOMEOWNER'S DOCUMENTS

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DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS

ORCHARD MEADOWS

THIS DECLARATION, made on the date hereinafter set forth by THE ROTTLUND COMPANY, INC., a Minnesota corporation, hereinafter referred to as "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Inver Grove Heights, County of Dakota, State of Minnesota, which is more particularly described as:

See Exhibit A Attached hereto

(the "Property" or "Properties"), which Declarant intends to develop for residential uses; and

WHEREAS, Declarant desires that all of the Property shall be subject to certain uniform covenants, conditions, easements and restrictions.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.  
DEFINITIONS

Section 1. "Association" shall mean and refer to Orchard Meadows Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Where any such Lot is being sold by the fee owner to a contract vendee who is entitled to possession of the Lot, the contract vendee shall be considered to be the owner of the Lot if: (1) the rights of the contract vendor hereunder are delegated to the vendee under such

Transfer Entered This 20th  
day of May, 1994  
Norma Marsh  
County Auditor, Dakota Co WR



contract for deed; and (2) the vendee shall furnish proof of such delegation to the Association.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any separately identified plot of land shown upon any recorded subdivision map or plat of the Properties which is intended to be sold to the ultimate buyer as a separate property.

Section 5. "Declarant" shall mean and refer to The Rottlund Company, Inc., a Minnesota corporation, its successors and assigns.

Section 6. "Common Area" shall mean and refer to the following described real property in Dakota County, Minnesota:

Outlots D, E and F, Orchard Meadows

"Common Area" shall also include any other lots, outlots or Common Area(s) conveyed to the Association after the date hereof.

Section 7. "Public Rights-of-Way" shall mean and refer to the right-of-way of the following described streets, boulevards and roadways:

Bechtel Court  
Bradford Court  
85th Street East  
Bechtel Avenue

located within the duly recorded plat. of Orchard Meadows, Dakota County, Minnesota.

Section 8. "Street Lighting or Decorative Lighting" shall mean and refer to those lights, electronic and otherwise, located within Public Rights-of-Way and Common Areas.

## ARTICLE II MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Members with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall the vote of the owners be split as to any Lot. If the owners of any Lot fail to determine how to cast any vote, then no vote shall be cast as to such Lot.

Class B. The Class B members shall be the Declarant and shall be entitled to 3 votes for each 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 of Members outstanding in the Class A membership equal the total votes outstanding in favor of Declarant in the Class B membership; or
- (b) on March 31, 1999.

### ARTICLE III.

#### COVENANT FOR MAINTENANCE AND INSURANCE PREMIUM ASSESSMENTS

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

- (1) general annual assessments or charges,
- (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The general annual, master insurance premiums and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the purposes of the Association as set forth in Article IV hereof and for the payment of any dues or assessments due and payable to Arbor Pointe Association, Inc., a master association.

Section 3. Limitation on Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment to an Owner Member or Association Member shall be \$120.00 per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 25% above the maximum assessment for the previous year without a vote of the membership of the Association.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 25% by a vote of 2/3 of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum, and the Board of Directors of the Association may modify the annual assessment upward or downward from time to time, but in no event upward beyond the maximum permitted by this Section. Written notice of any modification of the annual assessment shall be sent to every Owner Member or Association Member subject hereto.

Section 4. Special Assessment for Capital Improvements. In addition to the general annual assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3 of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all Members not less than 21 days nor more than 30 days in advance of an annual meeting or not less than 7 days nor more than 30 days in advance of a special meeting. At

the first such meeting called, the presence of members or of proxies entitled to cast more than 50% of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be 1/2 of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment; Alternative Assessment Program. Both general annual and special assessments on all Lots must be fixed at a uniform rate, except vacant Lots which shall be assessed at 25% of the established assessment rate except:

a. no assessments shall be made against any Lot which is a parcel of real estate which is not intended for separate ownership or occupancy.

b. any Lot owned by Declarant and which is not exempt from assessment by Section 6(a) shall be assessed at 25% of the established assessment rate, until the first day of the month following the issuance of a certificate of occupancy by the City of Inver Grove Heights, Minnesota.

c. This alternative assessment program shall have no effect on the level of services for items set forth in the Association's budget.

Annual and/or special assessments may be collected on a monthly basis.

Section 7. Date of Commencement of Assessments; Due Dates. The general annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance by the Declarant of a Lot. Notwithstanding the foregoing to the contrary, any Lot owned by Declarant shall be assessed pursuant to the alternative assessment program set forth in Section 6.

The first general annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of such assessments against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of such assessments shall be sent to every Association Member and Owner Member subject thereto. The due dates shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an authorized representative of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the

Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment to any Member not paid within 30 days after the due date shall bear interest from the due date at a rate of 8% per annum. The Association may bring an action at law against the Member personally obligated to pay the same or foreclose the Lien against the property. Such Lien may be foreclosed in the same manner as a mortgage pursuant to Minnesota Statutes 1978, Chapters 580, 581 or 582, as amended, and the Association shall be entitled to recover interest at the rate of 8% per annum and its costs, expenses and disbursements, including reasonable attorney's fees, incurred in such foreclosure. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. In the event that the holder of a first mortgage forecloses the first mortgage or receives a transfer of the Lot in lieu of the foreclosure, the lien for unpaid assessments shall be extinguished as of the date of foreclosure or transfer in lieu of foreclosure. Any assessments so extinguished shall become a common expense of the Association.

#### ARTICLE IV. ASSOCIATION DUTIES

##### Section 1. Association Duties.

a. With respect to any Common Area listed in Article I, Section 6, the Association shall:

1. Establish, repair, replace and maintain all landscaping and irrigation located within a Common Area as required by any contract between the City of Inver Grove Heights and the Association, including maintenance of all turf, trees and other vegetation located within a Common Area.

b. With respect to any Public Rights-of-Way listed in Article I, Section 7, the Association shall:

1. Establish, repair, replace and maintain all trees and irrigation located within the Public Rights-



of-Way as required by any contract between the City of Inver Grove Heights and the Association.

c. With respect to any Street Lighting or Decorative Lighting, the Association shall:

1. Establish, repair, replace and maintain in an operable condition all Street Lighting or Decorative Lighting, as required by any contract between the City of Inver Grove Heights and the Association, including the payment of all energy costs to service and properly maintain the Street Lighting or Decorative Lighting as well as all costs of persons furnishing skills, tools, machinery or materials, or equipment or supplies to service and properly maintain the Street Lighting or Decorative Lighting.

d. The Association shall enforce the covenants, conditions and restrictions set forth herein and any amendments hereto and any rules and regulations adopted by the Association or any Member Association for which it has assumed the responsibilities, obligations and duties.

e. The Association shall undertake, at its discretion, such further duties as determined by the Board of Directors.

The obligations and duties of the Association shall include irrigation of the Common Areas and Public Rights-of-Way, and the architectural control of the Properties.

In the event that the need for maintenance or repair of any landscaping or other amenity is caused through the willful or negligent acts of the family, guests, employees, agents or invitees of any Owner, the cost of such maintenance or repair shall be added to and become a part of the assessment against such Owner and any Lot owned by such Owner.

Section 2.      Master Association. The Association shall be a member of Arbor Pointe Association, Inc., pursuant to the Declaration of Covenants, Conditions, Easements and Restrictions of Arbor Pointe.

In the event of the dissolution of the Association, Arbor Pointe Association, Inc., shall assume and perform all of the duties of the Association, including architectural controls, and shall assess the members of the Association for the expenses related to the performance of such duties.

ARTICLE V.  
ARCHITECTURAL CONTROL

Section 1. Structures. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Any decisions pursuant to this Article shall conform to the Design Manuals as adopted by Declarant which are incorporated herein by reference and which are available in the corporate offices of the Declarant or in the offices of the City of Inver Grove Heights, Minnesota.

Section 2. Approval. In the event said Board of Directors, or its designated architectural committee fails to approve or disapprove such design and location, or planting, of any item within 30 days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VI.

#### ADDITIONAL RESTRICTIONS; RULES AND REGULATIONS

##### Section 1. Additional Restrictions

A. No lot shall be used except for residential purposes, except that Declarant shall be entitled to maintain model homes and other sales facilities upon the Lots.

B. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale, except that Declarant shall be permitted to erect and maintain upon the Property such signs as it deems appropriate to advertising the Property until the Declarant conveys the last Lot.

C. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. No more than two (2) adult cats or two (2) adult dogs or one adult cat and one adult dog shall be kept at any one time. No fenced dog runs or dog house shall be allowed on any lot.

D. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Garbage, rubbish and trash shall not be kept on said premises except in sanitary containers. All incinerators or other equipment used or kept for the storage or disposal of such material shall be kept in a clean and sanitary condition.

E. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

F. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any Lot at any time as a residence, either temporarily or permanently.

G. No structure shall be erected, altered, placed or permitted to remain on any lot other than one single-family detached dwelling, not to exceed two stories in height as measured from the street abutting the front of the Lot. All dwellings shall have a minimum of a two (2) car attached garage for each dwelling unit. All buildings must be in accordance with the ordinances of Inver Grove Heights.

H. No trailers, boats, buses, motor homes, campers, snowmobiles or other types of recreational vehicles shall be parked on any lot for more than 48 consecutive hours unless such vehicle is parked within a garage or storage shed located on such lot.

I. No aerial, antenna or satellite dish over four feet in height, as measured from the point on the ground or on any structure to which the aerial, antenna or satellite dish is affixed, shall be permitted on any lot without the written permission of the owners of a majority of the adjoining lots within the Association. If such permission shall exist as of the time of the visible commencement of the installation of the aerial, antenna or satellite dish, no subsequent change in ownership of the adjoining lots shall effect such permission.

J. All structures located upon a lot shall have a minimum roof pitch of 6/12.

Section 2. Rules and Regulations. The Association may adopt, amend and revoke rules and regulations not inconsistent with the Articles of Incorporation, Bylaws or Declarations of the Association, or the Articles of Incorporation, Bylaws,

Declarations, rules or regulations of the Master Association, as follows: (a) regulating the use of the common areas; (b) regulating the use of units and the conduct of unit occupants, which may jeopardize the health, safety and welfare of other occupants, which involve noise or other disturbing activity, or which may damage the common elements or other units; (c) regulating or prohibiting animals; (d) regulating changes in the appearance of the common elements and conduct which may damage the common interest community; (e) regulating the exterior appearance of the common interest community, including, by way of illustration and not limitation, balconies and patios, window treatments, and signs and other displays, regardless of whether inside a unit; (f) implementing the Articles of Incorporation, Bylaws or Declarations of the Association; and (g) other rules facilitating the operation of the common interest community. After notice and an opportunity, the Association may impose reasonable sanctions, including the levying of reasonable fines, for violations of the Declaration, Bylaws and rules and regulations of the Association.

#### ARTICLE VII. EASEMENTS

Section 1. In addition to the easements, covenants, restrictions and conditions herein, all Lots shall be subject to easements and covenants hereinafter specifically described for the benefit of the Properties or for the limited benefit of specified adjoining Lots, all as more fully set forth hereinafter in this Article.

Section 2. Trail Easements. Declarant has, or will by separate Declaration, establish certain trail easements. The use of such easements shall be in all cases restricted to appropriate trail way easements in favor of the Owners and the public.

Section 3. Utility Easements. The Declarant has, or will by separate declaration, provide easements for utility purposes to and from all Lots in the Properties. In addition, each Lot over which a utility is in fact installed or constructed as part of the original utility system shall be subject to easement for utility purposes over the portion of the Lot upon which such utility system is constructed. The Association or its proper representatives shall have the right of free access to any Lot or living unit for the purpose of maintaining any utility service to any Lot on the Properties.

Section 4. Easements for Encroachment. In the event that any buildings, structures, including but not limited to monuments, landscaping and fences, and utilities originally constructed by the Declarant or constructed or erected thereafter on any Lot in accordance with the this document encroaches upon any other Lot, or, if any such encroachment shall hereafter arise

because of settling or shifting of the building or other cause, an exclusive easement appurtenant to said encroaching Lot for such encroachment and the maintenance thereof shall exist.

Section 5. Easement for Maintenance. Declarant hereby grants an easement in favor of the Association over and across each Lot for the purposes of the Association performing its duties under Article IV hereof or the performance of any duty of Arbor Pointe Association, Inc., which becomes a duty of the Association upon the dissolution of Arbor Pointe Association, Inc.

ARTICLE VIII.  
INSURANCE AND RECONSTRUCTION

Section 1. Liability Insurance; Fidelity Bonds. The Board of Directors of the Association, or its duly authorized agent, shall obtain a broad form of public liability insurance insuring the Association, with such limits of liabilities as the Association shall determine to be necessary, against all acts, omissions to act and negligence of the Association, its employees and agents. To the extent available, the Association's Board of Directors shall also provide fidelity bonds providing protection to the Association against loss by reason of acts of fraud or dishonesty on the part of the Association's Directors, managers, officers, employees or volunteers who are responsible for the handling of funds of the Association in an amount sufficient to provide no less protection than 110% times the estimated annual operating expenses and reserves of the Association.

ARTICLE IX.  
FLEXIBLE ASSOCIATION

Section 1. Flexible Association. This association is a flexible common interest community. Declarant may add additional real estate to the Association at any time.

Section 2. Additional Real Estate. Declarant may add to the Association all or any part of the real estate described in Exhibit C attached hereto, at any time or times within ten years after the recording of this Declaration. All units to be added to the Association shall be restricted to residential uses. The total number of units to be added to the Association shall not be more than 51. All restrictions contained in the Declaration relating to the use, occupancy and alienation of units shall be applicable to the units added to the Association. Such restriction shall not apply to any additional real estate which is not added to the Association. Any buildings and units erected upon the additional real estate, when and if added, shall be compatible with the other buildings and units in the Association in terms of architectural style, quality of construction, principal materials employed in construction and size.



ARTICLE X.  
TRASH REMOVAL

Section 1. Master Contract. At its option, the Association may contract with a single provider for the removal and disposal of garbage, trash and other solid waste from all Lots in accordance with this Declaration. Each Owner shall be obligated to purchase such services from the provider designated by the Association upon the terms, conditions and rates negotiated by the Association.

Section 2. Charges. Any charges imposed by the provider designated by the Association shall be paid by the Owner of each Lot. In the event that any Owner fails to timely pay such charges, the Association may, but is not obligated, to pay such charges. In the event that the Association pays such charges, the amount of such charges, plus all relating costs, including interest, attorney fees and administrative charges of the Association, shall be a lien against the Lot and shall be immediately due and payable by the Owner to the Association. Any charge, lien or claim pursuant to this Article shall not be subject to any maximum increase in general assessments.

ARTICLE XI.  
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding by law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and to the extent permitted by the laws of the State of Minnesota shall be perpetual. If a perpetual term is not permitted by the laws of the State of Minnesota, these covenants and restrictions shall be for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended by an instrument signed by the Owners representing Lots to which not less than 67% of votes have been allocated. Any amendment must be recorded. No amendment which would reduce the duties of the Association under Article IV or which would reduce the term of the covenants and restrictions shall be effective



EXHIBIT A

Legal Description

Lots 1 through 29, inclusive, Block 1  
Lots 1 through 18, inclusive, Block 2  
Outlots B through F, inclusive  
all in Orchard Meadows, according to the plat thereof on  
file and of record in the Office of the County Recorder,  
Dakota County, Minnesota

EXHIBIT B

Maintenance Duties

Outlots D, E and F, Orchard Meadows, according to the plat thereof on file and of record in the office of the County Recorder, Dakota County, Minnesota

## EXHIBIT C

### Additional Real Estate

#### Legal Description:

That part of Outlot A, Arbor Pointe, Dakota County, Minnesota, described as follows: Commencing at the northwest corner of said outlot; thence on an assumed bearing of North 84 degrees 56 minutes 54 seconds East, along the north line of said outlot, 371.72 feet to the actual point of beginning; thence South 18 degrees 09 minutes 02 seconds East 539.92 feet; thence South 27 degrees 29 minutes 30 seconds East, 263.78 feet; thence South 15 degrees 53 minutes 07 seconds East, 203.71 feet to the south line of said outlot; thence easterly, along said south line on a non-tangential curve concave to the south for a distance of 249.47 feet, radius of said curve is 479.38 feet; thence continue along said south line South 89 degrees 42 minutes 47 seconds East, 10.24 feet; thence continue along said south line on a tangential curve to the left for a distance of 167.10 feet, radius of said curve is 950.00 feet; thence North 18 degrees 57 minutes 11 seconds West, not tangent to the last described curve, 480.65 feet; thence North 0 degrees 21 minutes 42 seconds East, 50.00 feet; then South 89 degrees 38 minutes 18 seconds East, 10.00 feet; thence on a tangential curve to the left for a distance of 64.34 feet, radius of said curve is 214.99 feet; thence North 73 degrees 12 minutes 52 seconds East, tangent to the last described curve, 142.35 feet; thence on a tangential curve to the right for a distance of 121.52 feet, radius of said curve is 398.04 feet; thence South 89 degrees 17 minutes 36 seconds East, tangent to the last described curve, 9.41 feet; thence North 4 degrees 55 minutes 39 seconds West, 216.81 feet; thence North 4 degrees 09 minutes 19 seconds East, 162.61 feet to the north line of said outlot; thence South 84 degrees 56 minutes 54 seconds West, along said north line, 330.81 feet; thence South 0 degrees 21 minutes 42 seconds West, 386.08 feet; thence South 89 degrees 48 minutes 19 seconds West, 210.01 feet; thence North 0 degrees 21 minutes 42 seconds East, 368.22 feet; thence South 84 degrees 56 minutes 54 seconds West, 399.20 feet to the actual point of beginning. Subject to easements, if any.

That part of Outlot A, Arbor Pointe, Dakota County, Minnesota, described as follows: Commencing at the northwest corner of said outlot; thence on an assumed bearing of North 84 degrees 56 minutes 54 seconds East, along the north line of said Outlot A, 371.72 feet to the actual point of beginning; thence South 18 degrees 09 minutes 02 seconds East, 539.92 feet; thence South 27 degrees 29 minutes 30 seconds East, 263.78 feet; thence South 15 degrees 53 minutes 07 second East, 203.71 feet to the south line of said Outlot A; thence North 18 degrees 55 minutes 57 seconds West, a distance of 203.68 feet; thence North 29 degrees 17 minutes 29 seconds West, a distance of 275.94 feet; thence North 18 degrees 09 minutes 02 seconds West, a distance of 534.31 feet to the north line of said Outlot A; thence North 84 degrees 56 minutes 54 seconds East, along said north line a distance of 21.90 feet to the point of beginning.

The East 553 feet of Lot 16, State Subdivision of the Northeast Quarter of Section 16, Township 27, Range 22, Dakota County, Minnesota, lying south of State Aid Road 75, except the east 343 feet thereof.



### CONSENT OF MORTGAGEE

First Bank National Association, a national banking association under the laws of the United States of America and mortgagee of the Real Estate described in the within instrument pursuant to certain mortgages dated September 27, 1993, recorded as Document Nos. 1155257 and 287447, respectively, in the office of the County Recorder and the Registrar of Titles, Dakota County, Minnesota, hereby joins in and consents to, all of the terms, provisions, covenants, conditions, restrictions and easements contained in the within Declaration of Covenants, Conditions and Restrictions of Orchard Meadows and agrees that its interest in the Real Estate covered by and pursuant to said mortgages, is subject to said Declaration and to all of the terms, provisions, covenants, conditions, restrictions and easements therein contained.

Dated: April 29 1994

FIRST BANK/NATIONAL ASSOCIATION

By:

Its:

STATE OF MINNESOTA)

COUNTY OF Dennison ) ss.

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of April, 1994, by Ryle M. Denson, the Vice President of the First Bank National Association, a national banking association under the laws of the United States of American, upon the behalf of said national banking association.

Karen Ann Olson  
Notary Public



1218092

OFFICE OF THE COUNTY RECORDER  
DAKOTA COUNTY, MINNESOTA  
CERTIFIED THAT THE WITHIN INSTRUMENT  
WAS RECORDED IN THIS OFFICE ON AND AT

MAY 23 8 57 AM '94

DOC. NO. 1218092

JAMES N. DOLAN, COUNTY RECORDER

BY: [Signature] Deputy  
FEE 17.00 SURCHARGE 4.50

CASH ☐ CHECK ☐ ESCROW ☒

WELL ☐ CHARGE ☐

CHARGE TO: \_\_\_\_\_

REFUND \_\_\_\_\_

DO NOT REMOVE

②2

BYLAWS  
OF  
ORCHARD MEADOWS ASSOCIATION, INC.

ARTICLE I  
NAME AND LOCATION

The name of the corporation is Orchard Meadows Association, Inc., hereinafter referred to as "Association". The principal office of Association shall be located at 2681 Long Lake Road Roseville, Ramsey County, Minnesota 55113, but meetings of members and Directors may be held at such places within the State of Minnesota, as may be designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

Section 1.

"Association" shall mean and refer to Orchard Meadows Association, Inc., a Minnesota not-for-profit corporation, its successors and assigns.

Section 2.

"Easements" shall mean and refer to the easements contained in the Declaration of Covenants, Conditions, Easements and Restrictions applicable to the Properties recorded in the office of the County Recorder, Dakota County, Minnesota.

Section 3.

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties which is intended to be sold to the ultimate buyer as a separate property.

Section 4.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Where any such Lot is being sold by the fee owner to a contract vendee who is entitled to possession of the Lot, the contract vendee shall be considered to be the owner of the Lot if: (1) the rights of the contract vendor hereunder are delegated to the vendee under such contract for deed; and (2) the vendee shall furnish proof of such delegation to the Association.

Section 5.

"Declarant" shall mean and refer to The Rottlund Company, Inc., a Minnesota corporation.

Section 6.

"Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Easements and Restrictions of Orchard Meadows recorded in the office of the county recorder in Dakota County, Minnesota.

Section 7.

"Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 8.

"Properties" shall mean and refer to the property described in Exhibit A attached hereto and any annexations thereto as provided in the Declaration.

Section 9.

Any other terms used in these Bylaws shall have the definition set forth in the Declaration.

ARTICLE III  
MEETING OF MEMBERS

Section 1. Annual Meetings.

The first annual meeting of the members shall be held within one (1) year from the date of incorporation of Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock p.m. or at such other date and time as determined by the Association. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

An annual report shall be prepared by the association and shall be provided to each member at or prior to the annual meeting. The annual report shall include:

- a. a statement of any capital expenditures in excess of two percent (2.0%) of the current budget, or \$5,000, whichever is greater, approved by the Association for the current fiscal year or succeeding two fiscal years;
- b. a statement of the balance in any reserve or replacement fund;
- 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 statement of the insurance coverage provided by the association;
- f. a statement of the total past due assessments on all units, current as of not more than 60 days prior to the date of the meeting.

#### Section 2. Special Meetings.

Special meetings of the members may be called at anytime by the president or by the Board of Directors, or upon written request of the members who are entitled to vote twenty percent (20%) of all of the votes of the Association.

#### Section 3. Notice of Meetings.

Except as provided in the Declaration, written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than 21 days nor more than 30 days before each annual meeting and not less than 7 days nor more than 30 days before each special meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of Association, or supplied by such member to Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

#### Section 4. Quorum.

The presence at the meeting of members entitled to cast, or of proxies entitled to cast ten percent (10%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

#### Section 5. Proxies.

At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

### ARTICLE IV VOTING RIGHTS

#### Section 1. Classes of Membership.

Association shall have two classes of voting membership:



Class A. Class A members shall be all Members with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall the votes of the owners be split as to any Lot. If the members cannot determine how to cast the vote for any Lot, then no vote shall be cast.

Class B. The Class B members shall be the Declarant and shall be entitled to 3 votes for each 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) sixty (60) days after Declarant has conveyed 75% of the total of all Lots which are part of the Association: or

(b) on March 31, 1999.

Section 2. Cumulative Voting.

Cumulative voting shall not be allowed.

ARTICLE V

SELECTION OF BOARD OF DIRECTORS AND TERM OF OFFICE

Section 1. Number.

The affairs of Association shall be managed by a Board of three (3) Directors, who need not be members of Association, until sixty (60) days after Declarant has conveyed 75% of the total of all Lots which are part of the Association, at which time a special meeting will be held and a Board of five (5) Directors shall be elected, according to the procedures outlined in Section 2 of this Article.

Section 2. Term of Office.

At the special meeting to be held pursuant to Section 1, the members shall elect one (1) Directors for a term of one (1) year, two (2) Directors for a term of two (2) years, and two (2) Directors for a term of three (3) years; at each annual meeting thereafter the members shall elect Directors for a term of three (3) years. At such time, all Directors shall be Owners.

Section 3. Removal.

Any Director may be removed from the Board, with or without cause, by a majority vote of each class of members of Association. In the event of death, resignation or removal of a Director, a successor shall be selected by the remaining members

of the Board and shall serve for the unexpired term of the predecessor.

Section 4. Compensation.

No Director shall receive compensation for any service rendered to Association. However, any Director may be reimbursed for actual expenses incurred in the performance of the Director's duties.

Section 5. Action Taken Without a Meeting.

The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VI  
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination.

Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of Association or members of the Board of Directors. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election.

Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII  
MEETINGS OF DIRECTORS

Section 1. Regular Meetings.

Regular meetings of the Board of Directors shall be held at least quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board of Directors. Should such meeting fall upon a legal holiday, then that meeting

shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings.

Special meetings of the Board of Directors shall be held when called by the president of Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum.

A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers.

The Board of Directors shall have power to:

- (a) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any levied assessment. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (b) exercise for all powers, duties and authority vested in or delegated to the Board of Directors and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- (e) maintain easements in favor of the Association;
- (f) perform such other duties as are set forth in the Declaration;
- (g) adopt, amend and revoke rules and regulations and, after notice and an opportunity to be heard, impose sanctions, including reasonable fines, for violations

of rules and regulations, the Articles of Incorporation, the Declaration and these Bylaws.

Section 2. Duties.

It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
  - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
  - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and,
  - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) issue, or to cause an authorized representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by Association;
- (f) cause all officers or employees having fiscal responsibility to be bonded, as it may deem appropriate.

ARTICLE IX  
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers.

The officers of Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, who need not be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers.

The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term.

The officers of Association shall be elected annually by the Board and each shall hold office for one (1) year unless the officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments.

The Board may elect such other officers as the affairs of Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal.

Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President and the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies.

A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced.

Section 7. Multiple Offices.

The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this article.

Section 8. Duties.

The duties of the officers are as follows:



### President

The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

### Vice President

The Vice President shall act in the place of the President in the event of the absence of the President or the President's inability or refusal to act, and shall exercise and discharge such other duties as may be required of the Vice President by the Board.

### Secretary

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

### Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts all monies of Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of Association; keep proper books of account; cause an annual review of Association's books to be made by a public accountant at the completion of each year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the members.

## ARTICLE X COMMITTEES

Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE XI BOOKS AND RECORDS

The books, records and papers of Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation

and the Bylaws of Association shall be available for inspection by any member at the principal office of Association, where copies may be purchased at reasonable cost.

ARTICLE XII  
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of eight percent (8%) per annum, and Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein.

ARTICLE XIII  
CORPORATE SEAL

Association shall not have a corporate seal.

ARTICLE XIV  
AMENDMENTS

Section 1.

These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy; provided, that in the event of a conflict between these Bylaws and the Declaration, the terms of the Declaration shall be controlling.

Section 2.

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XV  
FHA/VA

As long as there is a Class B membership, the following actions require the prior approval of the Federal Housing Administration or the Department of Veterans Affairs: annexation of additional properties, dedication of Common Area or amendment of the Bylaws.

ARTICLE XVI  
MISCELLANEOUS

The fiscal year of Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of Association have hereunto set our hands on this 19th day of May, 1994.

ORCHARD MEADOWS ASSOCIATION, INC.

By: [Signature]  
Director

By: Ronald Jensen  
Director

By: [Signature]  
Director

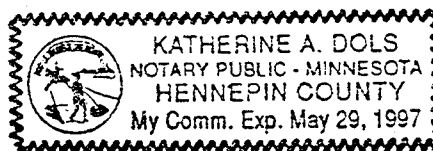
STATE OF MINNESOTA) ) ss.  
COUNTY OF RAMSEY )

On this 19th day of May, 1994, before me a notary public within and for said County and State, personally appeared Todd M. Stutz, Donald Jensen and Bernard J. Rotter, to me personally known, who being each by me duly sworn did say that they are respectively Members of the Board of Directors of Association, the corporation named in the foregoing instrument and who acknowledged that they executed the foregoing instrument on behalf of the corporation.

Katherine Stolz  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Barna, Guzy & Steffen, Ltd.  
400 Northtown Financial Plaza  
200 Coon Rapids Boulevard  
Minneapolis, MN 55433 (LRJ)



lri\rottlund\orchard9.byl

## CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Orchard Meadows Association, Inc., a Minnesota non-profit corporation; and,

That the foregoing Bylaws constitute the original Bylaws of said Orchard Meadows Association, Inc., as duly adopted at a meeting of the Board of Directors thereof, held on the 19th day of May, 1994.

Ronald Jones  
Secretary

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF RAMSEY )

On this 19th day of May, 1994,  
before me a notary public within and for said County and State,  
personally appeared Donald Jensen, to me personally known, who  
being by me duly sworn did say that he is the Secretary of  
Orchard Meadows Association, Inc., the corporation named in the  
foregoing instrument.

Kathleen Dals  
Notary Public



EXHIBIT A

Legal Description

Lots 1 through 29, inclusive, Block 1  
Lots 1 through 18, inclusive, Block 2  
Outlots B through F, inclusive  
all in Orchard Meadows, according to the plat thereof on  
file and of record in the Office of the County Recorder  
and/or Registrar of Titles, Dakota County, Minnesota

State of Minnesota

4884

## SECRETARY OF STATE

### CERTIFICATE OF INCORPORATION

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

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

Corporate Name: Orchard Meadows Association, Inc.

Corporate Charter Number: 1K-413

Chapter Formed Under: 317A

This certificate has been issued on 03/18/1994.



*Joan Anderson Grove*  
Secretary of State.

1K-413

4885

ARTICLES OF INCORPORATION  
OF  
ORCHARD MEADOWS ASSOCIATION, INC.

In compliance with the requirements of Minnesota Non-Profit Corporation Act, Minnesota Statutes, Chapter 317A, the undersigned, all of whom are residents of the State of Minnesota, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I  
NAME

The name of the corporation is Orchard Meadows Association, Inc., hereinafter called the "Association."

ARTICLE II  
LOCATION

The registered office of the Association is located at 2681 Long Lake Road, Roseville, Ramsey County, Minnesota 55113.

ARTICLE III  
REGISTERED AGENT

Todd M. Stutz, whose address is 2681 Long Lake Road Roseville, Minnesota 55113, is hereby appointed the initial registered agent of this Association.

ARTICLE IV  
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation of certain common areas Lots within that certain tract of property described as:

Lots 1 through 29, inclusive, Block 1  
Lots 1 through 18, inclusive, Block 2  
Outlots B through F, inclusive  
all in Orchard Meadows, according to the plat thereof on file and of record in the Office of the County Recorder and/or Registrar of Titles, Dakota County, Minnesota

970981

and promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of the Association 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, Easements and Restrictions, hereinafter called the "Declaration," applicable to the property and recorded or to be recorded in the Office of the Dakota County Recorder and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- 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 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 with the assent of two-thirds (2/3) of each class of members 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. participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;
- F. have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Minnesota by law may now or hereafter have or exercise.

#### ARTICLE V MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. Where any such Lot



is being sold by the fee owner to a contract vendee who is entitled to possession of the Lot, the contract vendee shall be considered to be the owner of the Lot if: (1) the rights of the contract vendor hereunder are delegated to the vendee under such contract for deed; and (2) the vendee shall furnish proof of such delegation to the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or who are Renters. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

#### ARTICLE VI VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Members with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall the vote of the owners be split as to any Lot. If the members cannot determine how to cast the vote for any Lot, then no vote shall be cast.

Class B. The Class B members shall be the Declarant and shall be entitled to 3 votes for each 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 of Members outstanding in the Class A membership equal the total votes outstanding in favor of Declarant in the Class B membership; or
- (b) on March 31, 1999.

#### ARTICLE VII BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association until such time that there are Class A memberships representing 75% of the Lots at which time a special meeting shall be called to elect one (1) Directors for a term of one (1)

year, two (2) Directors for a term of two (2) years and two (2) Directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect Directors for a term of three (3) years. Further, cumulative voting shall not be allowed. The number of Directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Todd M. Stutz  
2681 Long Lake Road  
Roseville, Minnesota 55113

Donald Jensen  
2681 Long Lake Road  
Roseville, Minnesota 55113

Bernard J. Rotter  
2681 Long Lake Road  
Roseville, Minnesota 55113

The above named directors shall serve for a term of three (3) years from the date of these Articles, or, if sooner, until the first annual meeting, or until such time as there are Class A memberships representing 75% of the Lots.

#### ARTICLE VIII DISSOLUTION

This Association may be dissolved with the assent given in writing and signed by owners representing units to which at least 80% of the votes are allocated and 80% of the first mortgagees of units, (each mortgage having one vote per unit). 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 Association was created or shall be distributed in accordance with any provision of laws of the State of Minnesota applicable to the Association.

#### ARTICLE IX DURATION

The corporation shall exist perpetually.

ARTICLE X  
AMENDMENTS

Amendment of these Articles shall require the assent of two-thirds (2/3) of each class of membership.

ARTICLE XI

This corporation shall not afford pecuniary gain, incidentally or otherwise, to its members.

ARTICLE XII

The corporation shall have no capital stock.

ARTICLE XIII

The extent of personal liability, if any, of members for corporate obligations and the methods of enforcement and collection is none.

ARTICLE XIV

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Department of Veterans Affairs: annexation of additional properties or the amendment of the Declaration

ARTICLE XV

The name and address of each incorporator of this corporation are:

Lawrence R. Johnson  
BARNA, GUZY & STEFFEN, LTD.  
400 Northtown Financial Plaza  
200 Coon Rapids Boulevard  
Coon Rapids, Minnesota 55433

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Minnesota, we, the undersigned constituting the incorporators of this Association, have executed these Articles of Incorporation on this 15<sup>th</sup> day of March, 1994.

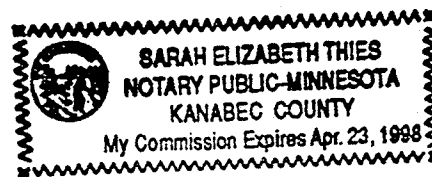
STATE OF MINNESOTA)  
                                   ) ss.  
 COUNTY OF ANOKA        )

On this 15<sup>th</sup> day of March, 19 94, before me, a notary public within and for said County and State, personally appeared Lawrence R. Johnson, to me personally known, who being by me duly sworn, did say that he is the incorporator of the aforementioned corporation.

Sarah Elizabeth Thies  
 Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Lawrence R. Johnson  
 BARNA, GUZY & STEFFEN, LTD.  
 400 Northtown Financial Plaza  
 200 Coon Rapids Boulevard  
 Coon Rapids, Minnesota 55433  
 612-780-8500



lrj\rottlund\orchard8.art

STATE OF MINNESOTA  
 DEPARTMENT OF STATE  
 FILED  
 MAR 18 1994

John Anderson Brown  
 Secretary of State m

# Assessments

ORCHARD MEADOWS ASSOCIATION  
INVER GROVE HEIGHTS, MN

PHASE I, 47 HOMES  
PROPOSED OPERATING BUDGET-1994  
Prepared by The Rottlund Company, Inc.  
12/15/93 2/17/94 ts/kd

REVENUE	47 HOMES	Monthly Amt.
Association Fees	\$12,408.00	\$22.00
EXPENDITURES		
ADMINISTRATIVE EXPENSES		
Management Fee	\$1,596.12	\$2.83
Tax Returns/Audit	\$242.52	\$0.43
Legal	\$112.80	\$0.20
Membership Meetings	\$282.00	\$0.50
Office Expenses	\$282.00	\$0.50
INSURANCE EXPENSES		
Common Area Liability	\$203.04	\$0.36
UTILITIES		
Water	\$479.40	\$0.85
Electricity (Street Lights)	\$564.00	\$1.00
MAINTENANCE EXPENSES		
Cul de Sac shrub & Lawn Care	\$400.44	\$0.71
Irrigation System	\$321.48	\$0.57
Landscaping	\$800.88	\$1.42
Mailboxes	\$242.52	\$0.43
TOTAL OPERATING EXPENSES	\$5,527.20	\$9.80
2% CONTINGENCY FUND	\$112.80	\$0.20
MASTER ASSOCIATION	\$6,768.00	\$12.00
TOTAL ASSOCIATION EXPENSES	\$12,408.00	\$22.00

AGREEMENT

THIS AGREEMENT, Made this 1st day of April, 1994, between The Rottlund Company, Inc., herein referred to as "Rottlund", and the CITY OF INVER GROVE HEIGHTS, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City",

WHEREAS, Rottlund, for itself, its successors and assigns, does covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises described in Exhibit A.

WHEREAS, this agreement shall be binding upon the parties hereto and any successors and assigns, and all subsequent parties who obtain an ownership, contract, leasehold, or any other interest in the property, and shall inure to the benefit of the parties hereto any successors, assigns, or transferees, and shall run with the land described on the attached Exhibit A.

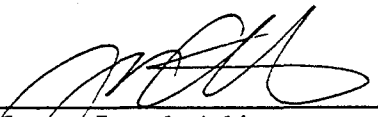
NOW THEREFORE, the parties hereto state, acknowledge and agree that the property hereinafter described on Exhibit A is subject to the terms and conditions of Inver Grove Heights PUD Ordinance No. 789, adopted on December 21, 1992, and any amendments thereto duly adopted by the City from time to time; and said PUD Ordinance and amendments shall inure to the benefit of any successors, assignees, or transferees of the parties hereto, and shall run with the land described above.


The parties further acknowledge and agree that at Rottlund's expense this AGREEMENT shall be filed with the Dakota County Recorder's office against the property described in Exhibit A.

A copy of the PUD Ordinance and amendments thereto are on file with the City Clerk of Inver Grove Heights.

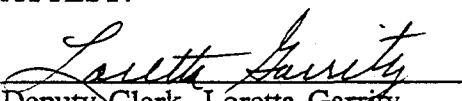
IN WITNESS WHEREOF, The Rottlund Company, Inc., and the City of Inver Grove Heights have caused this AGREEMENT to be executed as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS      THE ROTTLUND COMPANY, INC.:

By:   
Mayor, Joseph Atkins

By:   
Bernard J. Rotter  
Its: Vice President

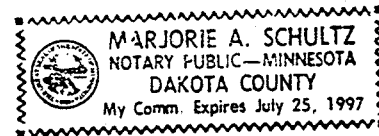
ATTEST:

  
Deputy Clerk, Loretta Garrity

STATE OF MINNESOTA )  
 ) SS:  
COUNTY OF DAKOTA )

On this <sup>25<sup>th</sup></sup> ~~11th~~ day of April, 1994, before me a Notary Public within and for said County, personally appeared Joseph Atkins and Loretta Garrity to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Clerk acknowledged said instrument to be the free act and deed of said municipality.

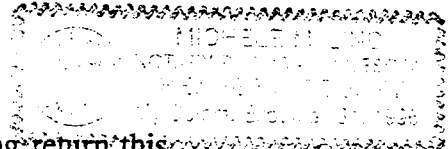
Marjorie A. Schultz  
Notary Public



STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF DAKOTA )

On this ~~11th~~ <sup>14th</sup> day of April, 1994, before me a Notary Public within and for said County, personally appeared Bernard J. Rotter, to me personally known, who by me duly sworn, did say that he is the Vice-President of The Rottlund Company, Inc., the corporation named in the foregoing instrument, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Bernard J. Rotter did acknowledge said instrument to be the free act and deed of the corporation.

Michelle A. Lind  
Notary Public



This instrument was Drafted by:

Timothy J. Kuntz  
LeVander, Gillen, & Miller, P.A.  
633 South Concord Street  
P.O. Box 298  
South St. Paul, MN 55075  
(612) 451-1831

After recording return this  
instrument to:

Timothy J. Kuntz  
LeVander, Gillen & Miller, P.A.  
633 South Concord Street  
P. O. Box 298  
South St. Paul, MN 55075  
(612) 451-1831

EXHIBIT A  
ORCHARD MEADOWS

Lots 1 to 29 inclusive, Block 1

Lots 1 to 18 inclusive, Block 2

Outlots B, C, D, E and F

Outlots A and G

all in the plat of Orchard Meadows on file and of record with the Dakota County  
Recorder within and for Dakota County, Minnesota.



**TEMPORARY EASEMENT AGREEMENT**  
**INVER GROVE HEIGHTS - ORCHARD MEADOWS**

THIS INDENTURE, Made this 18<sup>th</sup> day of Feb, 1994, between The Rottlund Company, Inc., a Minnesota corporation, hereinafter referred to as the "Landowner", and the CITY OF INVER GROVE HEIGHTS, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City",

**WITNESSETH:**

That the said Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the said City, its successors and assigns, a temporary easement for roadway purposes, over, under, and across that part of the East half of Section 16, Township 27, Range 22, Dakota County, Minnesota, described as follows:

A temporary easement for street purposes over, under, and across that part of the East half of Section 16, Township 27, Range 22, Dakota County, Minnesota, described as follows:

Commencing at the Northwest corner of Outlot G, ORCHARD MEADOWS, according to the plat thereof, said Dakota County; thence North 00 degrees 21 minutes 42 seconds East (assumed bearing) along the most Westerly line of said ORCHARD MEADOWS a distance of 8.08 feet to the actual point of beginning of the easement to be described; thence along a non-tangential curve, concave to the Southeast, having a radius of 45.00 feet, chord - 89.89 feet, chord bearing - North 48 degrees 39 minutes 01 seconds East, for a distance of 137.02 feet; thence along a reverse compound curve having a radius of 20.00 feet for a distance of 15.52 feet to a point in the northerly right of way line of Orchard Street; thence Westerly along said Northerly right of way line to said most Westerly line of ORCHARD MEADOWS; thence Southerly along said most Westerly line to the actual point of beginning.

**EXEMPT FROM STATE DEED TAX**

including the right of said City, its contractors, agents and servants to enter upon said

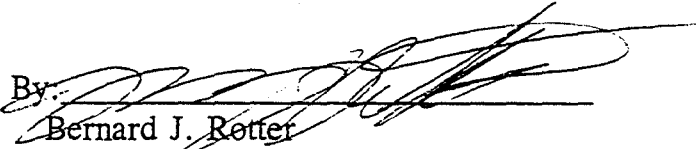
premises at all reasonable times for the purposes of construction, grading, sloping, and restoration purposes, and all such purposes ancillary thereto, together with the right of said City, its contractors, agents and servants to remove trees, brush, undergrowth and other obstructions from the easement area, as well as the right to deposit earthen materials outside of the platted street right-of-way and upon the easement area.

This Temporary Easement shall expire when 85th Street is extended and opened to the west from the west boundary of the plat of Orchard Meadows.

And the said Landowner, for itself, its successors and assigns, does hereby covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid and has good right to grant and convey the easement herein to said City.

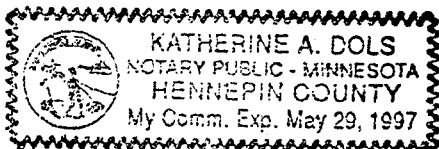
IN TESTIMONY WHEREOF, the said Landowner has caused these presents to be executed as of the day and year first above written.

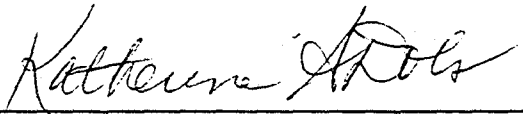
THE ROTTLUND COMPANY, INC.

By:   
Bernard J. Rotter  
Its Vice President

STATE OF MINNESOTA       )  
                                      )  
COUNTY OF DAKOTA       )       ss:

On this 18<sup>th</sup> day of Feb. 1994, before me, a notary public within and for said county, personally appeared Bernard J. Rotter to me personally known who, being by me duly sworn, did say that he is the Vice President of The Rottlund Company, Inc., a Minnesota corporation, the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors.



  
Notary Public

This Instrument Was Drafted By:

Timothy J. Kuntz  
LeVander, Gillen & Miller, P.A.  
633 South Concord Street  
P.O. Box 298  
South St. Paul, MN 55075  
Telephone: (612) 451-1831

After Recording please return to:

Timothy J. Kuntz  
LeVander, Gillen & Miller, P.A.  
633 South Concord Street  
P. O. Box 298  
South St. Paul, MN 55075

1218091

No delinquent taxes and transfer entered; Certificate  
of Real Estate Value ( ) filed ( ☒ ) not required  
Certificate of Real Estate Value No. \_\_\_\_\_

May 20, 19 94

Norma Mank

County Auditor

by W. Kueger

Deputy

OFFICE OF THE COUNTY RECORDER  
DAKOTA COUNTY, MINNESOTA  
CERTIFIED THAT THE WITHIN INSTRUMENT  
WAS RECORDED IN THIS OFFICE ON AND AT

MAY 23 8 57 AM '94

1218091

DOC. NO.

JAMES N. DOLAN, COUNTY RECORDER

BY: AD Deputy

FEE 15.00 SURCHARGE 4.50

CASH ☐ CHECK ☐ ESCROW ☒

WELL ☐ CHARGE ☐

CHARGE TO: REFUND

DO NOT REMOVE

Stewart Title Co., of MN  
121 So. 8th St., Suite 1530  
Minneapolis, MN 55402

rd. Mastin

STATE DEED TAX DUE HEREON: \$ 1.65

Date: May 19, 19 94

(reserved for recording data)

02

FOR VALUABLE CONSIDERATION, The Rottlund Company, Inc. 1218091  
a corporation under the laws of  
the State of Minnesota, Grantor, hereby conveys and warrants to Orchard Meadows Association, Inc.  
a corporation under the laws of the State of Minnesota, Grantee, a  
Dakota County, Minnesota, described as follows:

Outlots D, E and F, Orchard Meadows, according to the plat thereof on file and of  
record in the office of the County Recorder, Dakota County, Minnesota

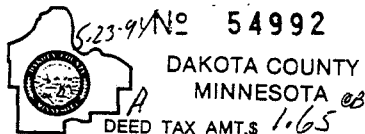
Seller certifies that Seller does not know of any wells on the described real property.

Total consideration for the transfer is less than \$500.00.

(if more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

covenants, conditions, easements and restrictions of record, if any.



The Rottlund Company, Inc.

By [Signature]  
Its Vice President

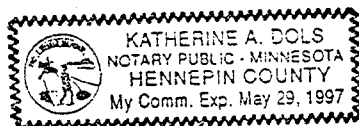
By \_\_\_\_\_  
Its COUNTY CONSERVATION FEE \$5.00

THOMAS V. NOVAK  
DAKOTA COUNTY TREASURER

STATE OF MINNESOTA }  
COUNTY OF RAMSEY } ss.

The foregoing was acknowledged before me this 19th day of May, 1994,  
by Bernard J. Rotter and \_\_\_\_\_,  
the Vice President and \_\_\_\_\_,  
of The Rottlund Company, Inc., a corporation  
under the laws of the State of Minnesota, on behalf of the corporation

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)



[Signature]  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

Tax Statements for the real property described in this instrument should  
be sent to (include name and address of Grantee):

Orchard Meadows Association, Inc.  
c/o 2681 Long Lake Road  
Roseville, MN 55113

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

The Rottlund Company, Inc.  
2681 Long Lake Road  
Roseville, MN 55113

A Division of The Rottlund Company, Inc.

2681 Long Lake Road

Roseville, MN 55113

(612) 638-0500

(612) 638-0501 FAX

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Your  
Builder for Life

**ROTTLUND  
HOMES**

MINNESOTA BUILDER LICENSE #1335

 EQUAL HOUSING OPPORTUNITY