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By: CAC, Deputy

Office of the County Recorder
Dakota County, Minnesota
Amy A. Koethe, County Recorder

AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
WILDFLOWER HOMEOWNERS ASSOCIATION, INC.

THIS AMENDED AND RESTATED DECLARATION, was made this 27th day of August, 2019 by the Members of Wildflower Homeowners Association, Inc., a Minnesota non-profit corporation as holder of the encumbrance recited in the consent and joinder attached hereto.

WITNESSETH:

WHEREAS, a Declaration of Covenants, Conditions and Restrictions of Lexington Pointe Eighth Addition was recorded June 14, 1993 in the office of the Recorder of Dakota County, Minnesota as Document No. 1126043 ("Declaration") to provide for the preservation of the values and amenities in the community and for the maintenance of the private open spaces for the benefit of the property governed by the Declaration and each owner thereof, exercising the power of maintaining the open spaces, administering and enforcing the covenants and restrictions contained in this Declaration and collecting and disbursing the assessments and charges created by this Declaration; and

WHEREAS, the Wildflower Homeowners Association, Inc. ("Association") was incorporated under the laws of the State of Minnesota, as a non-profit corporation for the purpose of exercising those functions; and

WHEREAS, the Declaration provided the "Declarant" named therein control over the development of the property for a period of time; and

WHEREAS, A First Supplemental Declaration of Covenants, Conditions and Restrictions, Lexington Point Tenth Addition was recorded June 2, 1994 in the office of the Recorder of Dakota County, Minnesota as Document No. 1220467 ("Supplemental Declaration"); and

WHEREAS, the period of Declarant control described in the Declaration has expired;
and

WHEREAS, the Board of Directors of the Association is now in full control of the management of the Association; and

WHEREAS, the 89 Lots subject to the Declaration and Supplementary Declaration have all been developed; and

WHEREAS, amendments have been adopted to the Declaration and Supplementary Declaration since their adoption, including amendments to eliminate superfluous language; and

WHEREAS, the Association desires to restate the Declaration with all amendments thereto incorporated herein;

NOW, THEREFORE, the Association declares (a) that the real property defined in Article I, item (c) hereof is, and shall be, held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions"), and that (b) these covenants and restrictions shall run with the real property and be binding on all parties having any right, title or interest in the hereinafter described properties or any part thereof, and on their heirs, successors and assigns, and shall operate to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context prohibits it) shall have the following meanings:

- (a) Association: Wildflower Homeowners Association, Inc. a Minnesota non-profit corporation, its successors and assigns.
- (b) Board: The Board of Directors of the Association.
- (c) Existing Property: The real estate subject to this Declaration. It is located in Dakota County, Minnesota and is described in Exhibit A.
- (d) Limited Common Property: See attached Exhibit B.
- (e) Living Unit: a residential housing unit consisting of a group of rooms and hallways and attached garage which are designed and intended for use as living quarters for one family and located on a Lot.
- (f) Lot: any Lot located in the Existing Property.
- (g) Member: each Owner entitled to membership in the Association pursuant to the

provisions of Article II.

- (h) Mortgagee: any entity or person named as mortgagee in any mortgage deed granting a lien ("Mortgage") on any Lot.
- (i) Natural Planting Areas: an area of at least 225 square feet at or adjacent to the front lot line of each Lot and an area of ten (10') in depth along the rear property line of each Lot except those Lots that have an equivalent number of existing trees and shrubs.
- (j) Owner: the recorded Owner or contract vendee of the fee simple title to any Lot, but excluding contract vendors, mortgagees or any others having such interest merely as security for the performance of an obligation.
- (k) Public Areas: Public Areas shall consist of street islands, entrance monuments, boulevards, if any, and portions of public right-of-way along those portions of Wildflower lying contiguous to Lexington Pointe Parkway.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Each Owner of a Lot is a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership.

Section 2. Voting Rights. The Association shall have one (1) class of voting membership. There shall be one vote for each Lot. When more than one person or entity shares ownership of a Lot, the vote shall be exercised as they determine amongst themselves.

Section 3. Suspension of Voting Rights. The right of any Member to vote shall be suspended during any period in which such Member shall be delinquent in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for any infraction of any rules or regulations published by the Association.

ARTICLE III

DUTIES OF ASSOCIATION

Section 1. Landscaping Public Areas. The Association shall maintain landscaping on Public Areas.

Section 2. Landscaping Limited Common Property. The Association shall have the option, at its discretion, of maintaining and installing landscaping in these areas in the event that they are not maintained adequately, in the Association's discretion, by each Lot owner.

Section 3. Collection of Garbage. The Association shall be empowered to contract with private vendors for the collection of garbage in Wildflower.

Section 4. Enforcement of Covenants and Restrictions. The Board shall be responsible for the enforcement of the covenants and restrictions contained in this Declaration, and of the architectural controls imposed by Article V.

Section 5. Mailboxes. The Board shall install mailboxes of a design and type approved by the Board. The mailboxes shall be on the public right-of-way and may be located in groups of two (2) or more. The Board reserves the right to levy an individual Lot Maintenance Assessment against a Lot, pursuant the provisions of Article IV, section 4 hereof, if the Owner fails to maintain the mailbox.

ARTICLE IV

ASSESSMENTS

Section 1. Creation of Assessments. The Owner of any Lot, by acceptance of a deed for a Lot, whether or not it shall be so expressed in the deed or any conveyance, is deemed to agree to pay to the Association: (a) annual assessments, and (b) any Individual Lot Maintenance Assessments levied against the Owner's Lot pursuant to the provisions of this Declaration.

Section 2. Purpose of Annual Assessments. The annual assessments shall be levied for the purpose of paying the costs associated with the duties of the Association as set forth in Article III hereof, together with the incidental costs of operating the Association.

Section 3. Levy of Annual Assessments. The annual assessment must be fixed at a uniform rate for each Lot. The annual assessment shall be due and payable at the annual meeting which shall be held each May. The annual assessment shall be levied by the Board, based upon a proposed budget. The annual assessment may be increased, without a vote of Membership, by the greater of (a) \$10.00 per Lot; or (b) the percentage increase, if any, over the twelve-month period preceding the year for which such annual assessment is levied, in the Consumer Price Index, all items, published by the United States Department of Commerce, Bureau of Labor Statistics, for the region including Eagan, Minnesota; provided that the costs of garbage removal service shall always be in addition to such increases. In order to increase the annual assessment more than the maximum amount established in this Section, a vote of 67% of the votes of the members cast by the members present, in person or by proxy at a meeting of the Association called for that purpose shall be necessary. The Board shall fix the amount of the annual assessment in an amount not in excess of the maximum. The annual assessment for each year shall be fixed, and written or electronic notice provided to each Owner at least thirty (30) days prior to the date on which the assessment is due. Failure to provide such notice, however, shall not render the assessment invalid.

Section 4. Individual Lot Maintenance Assessments. In the event that any Owner violates any covenant or fails to perform any condition contained in this Declaration, the Association may perform the act, remove the defect or correct the violation upon thirty (30) days written notice to the Owner, and, as appropriate, pursuant to the procedures contained in Article V. If the Association so acts on behalf of an Owner, the Board may levy an assessment (hereinafter "Individual Lot Maintenance Assessment") against the Lot for the cost of the performance or correction.

Section 5. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the Limited Common Property or the Public Areas, including fixtures and personal property related thereto, provided that each special assessment shall have the assent of two-thirds (2/3) of the Members of the Association voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Effect of Nonpayment of Assessment; Remedies of Association. The annual assessments and Individual Lot Maintenance Assessments shall be fixed as provided in this Declaration. If any such assessment is not paid when due, it shall become delinquent and shall, together with interest at a rate of eight percent (8%) per annum, any cost of collection and any attorney's fees, become a continuing lien on the Lot and shall also be the personal obligation of the Owner of the Lot at the time the assessment is made. The lien may be enforced and foreclosed by action in the same manner in which mortgages may be foreclosed in Minnesota. Each Owner, by acceptance of a deed for any Lot, shall be deemed to give full and complete power of sale to the Association and to consent to a foreclosure of the lien by advertisement. The Association may elect to bring an action at law against the Owner personally obligated to pay the assessment.

Section 7. Subordination of Lien to First Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any first Mortgage, and the sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of a First Mortgage, or pursuant to any other proceeding or arrangement in lieu of such foreclosure, shall extinguish the lien of such assessments as to installments which became due prior to the effective date of such sale, transfer or acquisition by the Mortgagee to the end that no assessment liability shall accrue to an acquiring Mortgagee except with respect to installments of assessments becoming due after possession has passed to such acquiring Mortgagee, whether such possession has passed at the termination of any period of redemption or otherwise. In the event of the extinguishment of such assessment lien as aforesaid, the entire amount of such unpaid assessment shall be reallocated and assessed against, and payable by the Owners of all other Lots exclusive of such mortgaged Lot. No such sale, transfer or acquisition of possession shall relieve an Owner or a Lot from liability for any assessments thereafter becoming due or from the lien thereof, or shall relieve the person personally obligated to pay the assessments which were levied prior to the transfer of such property from the personal obligation to pay the same.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated to and accepted by the local public authority and devoted to public use;
- (b) All properties exempted from taxation by the laws of the State of Minnesota upon the terms and to the extent of such legal exemption; and

(c) All Public Areas.

Notwithstanding any provision herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE V

ARCHITECTURAL CONTROLS

Section 1. Architectural Control. The Board, or any duly authorized Committee appointed by the Board, shall be empowered to enforce architectural control over the property subject to this Declaration.

Section 2. Review of Modifications. The construction or modification of any building or structure on a Living Unit on a Lot, including fences and mailboxes or the retaining walls or monuments, shall require prior written approval by the Board of the plans and specifications for the construction, in accordance with the standards set forth in Section 3 hereof.

Section 3. Standard of Review. The Board may promulgate detailed standards and procedures governing its areas of responsibility and practice. In addition, the following shall apply: the plans and specifications shall be reviewed as to quality of workmanship, design and harmony of external design with existing structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of the owner's residence or to paint the interior of the owner's residence any color desired.

Section 4. Removal and Abatement. The Board shall have the right to order an Owner to remove or alter any structure on any Lot erected in violation of the terms of this Declaration and to employ appropriate judicial proceedings to compel the alteration or demolition of any non-conforming construction or other violation. Any cost incurred by the Association shall be levied as an Individual Lot Maintenance Assessment as provided in Article IV.

Section 5. Variances. Reasonable variances to the covenants, conditions and restrictions may be granted by the Board after review, in order to overcome practical difficulties or to prevent unnecessary hardship. A variance may only be granted if it is not detrimental to other property and shall not defeat the purpose of this Declaration.

ARTICLE VI

PROPERTY RIGHTS IN THE LIMITED COMMON PROPERTIES

AND NATURAL PLANTING AREAS

Section 1. Easements. There shall exist the following easements in favor of each Owner and appurtenant to such Owner's Lots or Outlots:

(a) Non-exclusive easements to construct, install, repair and replace sanitary and storm sewer, water, gas, electric, telephone, cable television and other utility lines serving such Lot or Outlot in the location initially constructed or installed, or such other location as may be approved by the Board;

(b) A non-exclusive easement over the Limited Common Property adjoining Lexington Pointe Parkway, for trail, fence and landscaping purposes.

ARTICLE VII

INSURANCE

Section 1. Liability Insurance; Fidelity Bonds. The Board, or its duly authorized agent, shall obtain a broad form of public liability insurance covering all of the Limited Common Property, insuring the Association, with such limits of liability as the Association shall determine to be necessary. Such insurance policy shall contain a "severability of interest" clause which shall preclude the insurer from denying the claim of an owner because of the negligence of the Association or other Owner. Any policy or bond contained hereunder shall provide that it may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to First Mortgagees.

Section 2. Casualty Insurance on Insurable Public Areas. The Board shall keep all insurable improvements and fixtures on the Public Areas insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Board may deem desirable. The Association may also insure any other property whether real or personal, owed by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Public Areas shall be written in the name of, and the proceeds thereof shall be payable to, the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the annual assessments.

Section 3. Replacement or Repairs of Public Areas. In the event of damage to or destruction of any part of the Public Areas, the Board shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs or repair or replacement of the property damaged or destroyed, the Board may make a reconstruction assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other assessments made against such Owners. Mortgagees shall receive notice from the Association in the event of any damage or destruction to the Public Areas in excess of \$10,000. Any reconstruction assessed hereunder shall be adopted in accordance with the procedures set forth in Article IV of this Declaration with respect to annual assessments and special assessments, as therein provided, and the lien of any reconstruction assessment levied hereunder shall be subordinate to the lien of any Mortgage, in the same manner and to the same extent as the subordination of annual assessments

and special assessments, as provided in Article IV, of this Declaration.

Section 4. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacements of the Public Areas that may have been damaged or destroyed.

ARTICLE VIII

PROHIBITED USES

Section 1. Use. No Lot shall be used except for residential purposes. No Living Unit shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling, not to exceed two (2) stories in height, and an attached garage for at least two (2) cars and on-site parking spaces to accommodate at least two (2) cars. No garages shall be erected on any site except attached garages and no attached garage for more than three (3) cars shall be permitted without the express written approval of the Board.

Section 2. Subdivision. No Lot shall be subdivided or split by any means whatsoever into any greater number of residential Lots, nor into any residential plots of smaller size without the express written consent of the City of Eagan.

Section 3. Standards. All uses of the Lots shall, at a minimum, comply with the zoning and other applicable ordinances and regulations of the City of Eagan. The standards herein contained shall be considered as requirements in addition to said zoning and other applicable ordinances and regulations.

Section 4. Minimum Square Footage and Set Back Provisions. The Board shall have the right to restrict setbacks.

Section 5. Signage. No sign shall be placed on any Lot or within the Property without the express written consent of the Board, except that one each of the following signs may be placed on a Lot by an Owner without Board approval: (a) a "for sale" sign; (b) a sign indicating the presence of an underground pet control fence; and (c) a sign indicating the presence of a security alarm system.

Section 6. No Pets and Animals. No birds, animals or insects shall be kept on any Lot except dogs, cats and other common house pets provided that they are not kept, bred or maintained for any commercial purposes.

Section 7. Home Occupation. No profession or home industry shall be conducted in any Living Unit or on any Lot without the specific written approval of the Board. The Board, in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding property, may permit a Lot to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered by the Board to be compatible with the residential neighborhood.

Section 8. Nuisances. No clothes line or drying yards or pet control lines shall be

permitted unless concealed by hedges or screening acceptable to the Board. No weeds, or other unsightly growths shall be permitted to grow or remain upon the premises. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that an Owner of any Lot shall fail or refuse to keep such premises free from weeds, or refuse piles or other unsightly growths or objects, then the Association may enter upon such lands and remove the same at the expense of the Owner and such entry shall not be deemed as trespass and in the event of such a removal, a lien shall arise and be created in favor of the Association and against such Lot for the full amount chargeable to such Lot and such amount shall be due and payable within thirty days after the Owner is billed therefor. No Lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. The outside storage of an unlicensed motor vehicle upon the premises shall also be considered a nuisance.

Section 9. Storage. Outside storage of any items, including but without limiting the generality of the foregoing, sporting equipment, toys, outdoor cooking equipment (excluding gas and charcoal grills), yard and garden tools and equipment and trash and garbage containers shall not be allowed unless effectively screened from view outside the Lot. The design of any screening enclosures must be approved by the Board. Household trash and garbage shall be regularly collected and may be kept outside only if in tightly covered containers. No boats, inoperable automobiles, snowmobiles, trailers, camping vehicles, tractors/trailers, or trucks in excess of 9,000 pounds gross weight shall at any time be stored or parked on any Lot outside of a garage or on public streets within Wildflower without the express written approval of the Board, which approval may be withheld without stated reason.

Section 10. Leasing. Any lease between an Owner and a non-Owner occupant shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and shall provide that any failure by the non-Owner occupant to comply with the terms of such documents shall be default under the lease. Other than the foregoing, there shall be no restrictions on the use of a Living Unit by a non-Owner occupant.

Section 11. Fences, Walls and Hedges. Boundary walls and fences are inconsistent with the intended plan of development for the Property. No wall or fence shall be constructed or hedge planted on any Lot until the height, type, design, and location have been approved in writing by the Board. Under no circumstances shall a boundary wall, fence or hedge be permitted with a height of more than six (6) feet. The height or elevation of any wall, fence or hedge shall be measured from the existing elevations on the property at or along the applicable point or lines. Any question as to such heights may be completely determined by the Board. The height limitations as set forth in this paragraph shall not be applicable to tennis court enclosures, provided such enclosures have been approved by the Board. A refusal by the Board to allow or permit a fence, wall or hedge (including tennis court enclosures and swimming pool fences) on any particular Lot or in any particular location shall not be construed to be an abuse of discretion.

Section 12. Storage Tanks. No permanent storage tanks of any kind shall be erected, placed or permitted on any Lot unless buried or effectively screened from view outside the Lot.

Section 13. Temporary Structures. 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.

Section 14. Auxiliary Structures. No detached dog kennels, runs or enclosures shall be permitted unless design and location of same shall be approved by the Board. No detached storage buildings shall be permitted except those approved by the Board as conforming in design and appearance to the dwelling, and which are located in the proximity of the dwelling or garage.

Section 15. Driveways. Driveways must be constructed of concrete, bituminous or another hard surface material. Material and installation shall be subject to approval of the Board.

Section 16. Exterior Lighting. All exterior lighting fixtures and standards shall be shown on submitted plans and shall be subject to approval of the Board.

Section 17. Exterior Ornaments. Exterior ornaments including but not limited to precast concrete, plastic or wood figurines, wishing wells and windmills shall be prohibited unless approved by the Board prior to installation or construction.

Section 18. Antennas. Except with the prior written approval and authorization of the Association Board, no exterior television or radio antenna of any sort shall be placed, allowed or maintained upon any portion of a Lot or the improvements or structures located thereon.

Section 19. Completion of Construction of Improvements. All construction work shall, upon approval of plans by the Board, be carried out with dispatch. All improvements shall be constructed in conformity with the then existing building codes of the City of Eagan, Minnesota, and all building plans shall be prepared by or under the supervision of a registered architect, a builder or a qualified design professional. If any structure is begun after approval of the plans as provided in Article V and is not completed within one year after the commencement of said construction, and in the judgment of the Board, it is offensive or unsightly in appearance, the Board may take such steps as may be necessary to make the Property harmonious with other properties. These steps may include completion of the exterior of the structure, screening or covering the structure or any combination thereof, or similar operations. The amount of any expenditure made in so doing shall be the personal, joint and several obligations of the Owner or Owners and shall be a lien on the Lot and may be foreclosed in the same manner as provided in Article IV. The lien herein shall not be valid as against a subsequent bona fide purchaser of the Lot in question unless a statement setting forth the claim had been filed for record in the office of the County Recorder and/or Registrar of Titles of Dakota County, whichever is appropriate, or unless a suit and appropriate Lis Pendens to foreclose the lien shall have been filed of record in the office of the County Recorder and/or Registrar of Titles of Dakota County prior to the recording of the Deed conveying the Lot in question to said purchaser.

ARTICLE IX

OWNER'S DUTIES

Section 1. Minimum Landscape Plan. Owners shall be responsible for the maintenance or enhancement of natural plantings on the portion of the Owner's lot that is located within a Natural Planting Area, as defined in Article I. Owners shall plant a designated tree and at least two deciduous, coniferous, or ornamental trees of 1.5 caliper inches or larger in their front yard. In addition, all lots must be sodded within 30 days after substantial completion of the living unit, except those living units completed from November to March of each year shall have until the following June to complete the sodding. Should an Owner fail to perform these duties, the Board reserves the right to sod or plant area and levy an Individual Lot Maintenance assessment against such Lot for the costs incurred by the Association therein pursuant to the provisions of Article IV, Section 4 hereof. All Lots shall be subject to easements over and across such premises to permit the Board to carry out the work described in Sections 1 and 2 of this Article IX.

Section 2. Mailboxes. Each Owner shall maintain the mailbox installed by the Association. The Board reserves the right to levy an Individual Lot Maintenance Assessment against a Lot, pursuant to the provisions of Article IV, Section 4 hereof, if an Owner fails to maintain the mailbox.

Section 3. Maintenance and Repair. In order to preserve the uniform and high-standard appearance of the Property, each Owner undertakes responsibility for maintenance and repair of the exterior of his Living Unit, private yard area and private driveway on the Lot. Such responsibility for maintaining the Lot and improvements thereon shall include, but not be limited to the following: the maintenance and repair of exterior surfaces of all buildings on the Lot, including without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance or repair of roofs, gutters, downspouts and overhangs, the maintenance and repair of exterior windows and doors, necessary painting, staining and repair of patio structures. In maintaining private yard areas and private driveways an Owner shall be required to mow, trim, water or otherwise care for grass, trees or other plants located on a Lot and shall be required to remove snow from the private driveways, parking areas and walkways to the Living Unit. Maintenance, painting and construction shall be in the original colors and materials, or according to approved color boards on file with the Association. Other colors and materials may be approved by the Board.

ARTICLE X

GENERAL PROVISIONS

Section 1. Association Easement. The Association shall have an easement to enter upon any Lot in order to perform any obligations or duties of the Association hereunder, or to exercise any right or remedy of the Association hereunder.

Section 2. Duration of Declaration of Covenants, Restrictions and Easements. The covenants, restrictions, and easements of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, or their respective legal representatives, heirs, successors and assigns. The easements set forth herein shall be perpetual. The covenants and restrictions herein

set forth shall be automatically renewed for successive periods of ten (10) years from June 14, 2013. The covenants and restrictions of this Declaration may be amended by an instrument approved by not less than sixty-seven percent (67%) of the Owners. Any amendment must be properly recorded.

Section 3. Enforcement. In the event any Owner fails to comply with the provisions of this Declaration, or the Bylaws or Articles of Incorporation of the Association or with decisions of the Board which are made pursuant thereto, such failure will give rise to a cause of action on the part of the Association or any aggrieved Owner for the recovery of damages or for injunctive relief, or both. Owners shall have a similar right of action against the Association. Enforcement of these covenants and restrictions may be by any proceeding at law in equity.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 5. Rules and Regulations. The Board may, from time to time, adopt such rules and regulations as the Board, in its sole discretion, deems appropriate or necessary, including, without limiting the generality of the foregoing, additional rules and regulations concerning the use of parking areas, maintenance of the Public Areas and additional rules and regulations concerning the appearance of each Lot and utilization of ponding areas.

Section 6. Order of Priority. In the event of any conflict among the provisions of the Declaration, the Articles of Incorporation, and the Bylaws of the Association, the documents shall control in the following order of priority: (i) the Declaration, (ii) the Articles of Incorporation, and (iii) the Bylaws.

ARTICLE XI

RIGHTS OF MORTGAGEES

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

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

Section 3. Consent Required. Without the prior written approval of sixty-six and two-thirds percent (66-2/3%) of the holders of mortgage liens against all Lots, the Association shall not be entitled to:

EXHIBIT A

Existing Property

Lots 1 through 28, inclusive, Block 1;

Lots 1 through 29, inclusive, Block 2;

Lexington Pointe Eighth Addition, according to the recorded plat thereof on file and of record in the offices of the County Recorder, Dakota County, Minnesota,

and

Lots 1- 17, inclusive, Block 1; Lots 1 through 15, inclusive, Block 2, and Outlot A, Lexington Pointe Tenth Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Exhibit B

The Limited Common Property

The Southerly Fifteen (15) feet of Lots 1, 2, 3, 4, 5 & 6, Block 1; the Southerly Fifteen (15) feet of Lots 1, 2, 3, 4, 5, 6 & 7, Block 2; the Westerly Fifteen (15) feet of Lots 14, 15 and 28, Block 1; the Easterly Fifteen (15) feet of Lots 14, 15 and 29, Block 2; all in Lexington Pointe Eighth Addition.

The North 20 feet of Lots 11-17, Block 1, and Lots 1-6, Block 2, the Northwesternly 20 feet of Lot 10, Block 1, the Westerly 20 feet of Lots 8 & 9, Block 1 and the North 10 feet of Lot 7, Block 2, all in Lexington Pointe Tenth Addition.