

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 01/26/09

Item No.: 12.b

Department Approval



City Manager Approval



Item Description: **Consider a Resolution for the Imposition and Collection of Fees in the Housing Improvement Area for Westwood Village I (HF0052)**

1. BACKGROUND

1.1. On September 22, 2008, the City Council adopted an ordinance establishing a housing improvement area for Westwood Village I. Under state law, the owners of the residential units have 45 days in which to file objections to the creation of the HIA. If 35% or more of the owners of the residential units objected to the creation of the HIA, the ordinance would then be void. (See attachment A & B).

1.2. The City did not receive any objections within the 45 days. After this period had passed the Homeowner's Association, obtained updated quotes from Eagle Siding, Load Bearing, the consultant WWVI hired to assist with construction administration, verified costs by getting another bid from another contractor. (See attachment C). The contractor has been selected by the WWVI board and the City can proceed now with the imposition of the fee. The cost of the improvements is estimated to be \$1,595,336.25. This includes replacement of all of the siding, roofs, gutters, downspouts, and necessary and incidental related improvements and repairs to the housing units and garages within the WWVI along with a 20% contingency.

1.3. The Westwood Village I Board has requested that the City follow its recorded Second Amendment Declaration when establishing the assessment amounts. (See attached Second Amendment Declaration Attachment D). In general, the costs for labor and materials for replacement of siding is divided on the basis of total cost per linear foot of siding on the front and back of each unit and assessed to the unit. All other costs are divided equally among the 47 homeowners. Eagle Siding and Load Bearing have determined that there are basically 5 unit types that have the same surface for the front and back of the units. See attached worksheet providing costs for the improvements and the calculation on how costs were determined (Attachment E). Pictures for those five general unit types are provided for Council Information (Attachment F). If all costs were divided by 1/47 the smaller units would have a hardship of paying more for the costs of the larger units. For your

information staff has included the original declaration for the WWVI townhome association (Attachment J).

- 1.4.** State Statutes allow for other methods to be utilized to calculate the division of costs to the property owners. These include dividing the cost proportionally to the taxable market value for each unit as well as dividing the cost by square footage of each unit. Staff has included a spreadsheet detailing the costs per units based on these methods.(Attachment G). It is important to note that the public hearing that was sent out indicated that the costs would be divided per the WWVI Second Amendment Declaration. If the City Council determines that a different method should be used to divide the costs, staff believes that a new public hearing will need to be called.
- 1.5.** The Housing Improvement Area and the fees are to be spread over a period of 15 years. The proposed interest rate of 7.75% is consistent with the current rate for the City to bond along with a 1.5% fee for the City administration fee. The amount of the fee to be levied against each of the units is shown in Attachment E. The fees will be collected annually along with taxes although they may be paid in full at any time. Any fees paid in full within 30 days of the adoption of the resolution will not be subject to interest. Thereafter, interest is charged from the date of the resolution.
- 1.6.** Similar to the HIA when it was created, State law provides that a resolution imposing the fee may be vetoed within 45 days after its adoption by the owners of 35% or more of the housing units. For this reason, the City will not take the risk of committing to the project until those 45 days have elapsed, or until the owners of at least 65% of the units have committed in writing not to object to the fee.
- 1.7.** The statutes require that before a resolution imposing the improvement fees can be adopted, the Association must submit a financial plan demonstrating that future maintenance and capital improvements in the area can be accomplished by the Association. Such a plan has been presented and reviewed by the City's Finance Director. The plan indicates that through increases in the monthly assessments and proper maintenance the Association should be able to maintain the existing improvements as well as make future capital improvements that may be needed. (See attachment H).

2. REQUESTED COUNCIL ACTION

- 2.1** Adopt attached resolution that imposes fees for the improvement of the units within Westwood Village I per the Westwood Village I by-laws. (See attachment I)

Prepared by: Jeanne A. Kelsey, Housing Program Coordinator (651-792-7086)

Attachments: A: Ordinance
B: RCA and Minutes from September 22, 2008 meeting
C: Construction Costs

74	D: Second Amendment to Association By-laws
75	E: Assessment Costs to units
76	F: Picture of Unit Types
77	G: Assessment cost calculation for value and sq.ft. of units.
78	H: Financial Plan
79	I: Resolution
80	J: Original Declaration for WWVI townhome association
81	

ORDINANCE NO. 1377

**AN ORDINANCE ESTABLISHING A HOUSING IMPROVEMENT AREA FOR
THE WESTWOOD VILLAGE I TOWNHOUSES
PURSUANT TO THE MINNESOTA STATUTES CHAPTER 428A**

PREAMBLE:

- A. The City is authorized under Minnesota Statutes Sections 428A.11 through 428A.21 to establish by ordinance housing improvement areas within which housing improvements are made or constructed and the costs of those improvements are financed in whole or in part by the City which is repaid by fees imposed upon the owners of housing units within the area.
- B. In accordance with Minnesota Statutes Section 428A.11, owners of 25% or more of the housing units located within the Westwood Village I Townhouses filed for petition with the City requesting a public hearing regarding the establishment of a housing improvement area.
- C. On September 22, 2008 the City Council conducted a public hearing on the petition which hearing was duly noticed in accordance with Minnesota Statute 428A.13, subd. 2, at which all person, including owners of property within the housing improvement area were given an opportunity to be heard.
- D. The City Council therefore has determined a need to establish the Westwood Village I Housing Improvement Area as defined herein in order to facilitate certain improvements to the property all in accordance with the Housing Improvement Act.

Now, therefore, the City of Roseville does ordain:

Section 1. Pursuant to Minnesota Statutes Chapter 428A there is hereby established in the City of Roseville a housing improvement area over property commonly known as Westwood Village I Townhouses. For the purpose of this Ordinance the City shall be implementing Agency.

Section 2. Findings. The City hereby makes the following findings in support of its action to establish the housing improvement area described herein:

- a. The Council finds that without establishment of the housing improvement area the housing improvements could not be made by the townhouse

association for, or the housing unit owners in, the Westwood Village I Townhouse development.

- b. Council further finds that designation of said housing improvement area is needed to maintain and preserve the housing units within that area.

Section 3. Housing Improvement Area defined. The Westwood Village I Housing Improvement Area is hereby defined as that area of the City legally described as follows:

Lots 1 through 3, Block 1, Lots 1 through 8, Block 2, Lots 1 through 7 Block 3, Lots 1 through 4, Block 4, Lots 1 through 6, Block 5, Lots 1 through 5, Block 6, Lots 1 through 8, Block 7, Lots 1 through 6, Block 8 all in Westwood Village Townhouses Plat 1

Section 4. Housing Improvements defined.

- a. For the purposes of this Ordinance, the term “housing improvements” shall mean the replacement of roofs, siding, gutters and downspouts, and necessary and incidental related improvements and repairs to the housing units and garages within the Westwood Village I Housing Improvement Area.
- b. The above mentioned construction shall also include all incidental work and necessary repairs to finish the improvements to industry standards and comply with permit building codes and laws regardless of whether said incidental work is described in this ordinance.
- c. Housing Improvements shall also be deemed to include any of the following costs incurred by either the Westwood Village I Housing Improvement Area or the City:
 - i. All costs of architectural, engineering and construction administration services in connection with the improvements.
 - ii. All administration, legal, assessing fee and consultants costs in connection with the Westwood Village I Housing Improvement Area.
 - iii. Costs of issuance of bonds, if any, to finance housing improvements under the Housing Improvement Act.

Section 5. Housing Improvement Fee. The City may, by resolution adopted in accordance with the petition, hearing, and notice procedures required under Minnesota Statute Chapter 428A known as the Housing Improvement Act, impose a fee on the housing units within the Westwood Village I Housing Improvement Area at a rate, term and amount sufficient to produce revenues required to provide the Housing Improvements subject to the terms and conditions set forth in this section.

- a. Any Housing Improvement Fee shall be imposed and shall be fully payable no greater than fifteen years after the first installment is due and payable.
- b. The resolution imposing any Housing Improvement Fee shall provide that any fee, or portion thereof, not prepaid by the housing unit owner shall be deemed to include amortized interest upon unpaid housing improvement costs at an annual rate equal to the rate imposed for special assessments in the City at the time the resolution is adopted plus an additional one and one-half percent (1.5%).
- c. Any Housing Improvement Fee shall be collected at the same time and in the same manner as provided for payment and collection of ad valorem taxes, in accordance with Minn. Stat. 428A.05. As set forth in Minn. State. 428A.14, the Housing Improvement Fee is not included in the calculation of levies or limits on levies imposed under any law or charter.
- d. Any Housing Improvement Fee shall not exceed the amount specified in the notice of public hearing regarding the approval of such fee; provided, however, that the Housing Improvement Fee may be reduced after approval of the resolution setting the Housing Improvement Fee, in the manner specified in such resolution.

Section 6. Issuance of Bonds. At any time after a contract for construction of all or part of the housing improvements has been entered into or the work has been ordered, and the period for prepayment of the Housing Improvement Fee has expired, the Council may issue bonds in the principal amount necessary to finance the housing improvements that have not been prepaid along with costs of issuance of the bonds. Such bonds shall be issued pursuant to and in accordance with Minn. Stat. 428A.16 of the Housing Improvement Act.

Section 7. Annual Reports

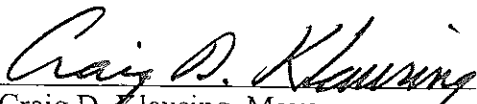
- a. On or before August 15, and each August 15th thereafter until all Housing Improvement Fees derived in the Westwood Village I Housing Improvement Area are fully paid, the Westwood Village Townhouse Association and any successor in interest, shall submit to the City Finance Department a copy of the Association's audited financial statements.
- b. Westwood Village I Townhouse Association, and any successor in interest, shall also submit to the City any other reports or information at the time and as required by any contract entered into between that entity and the City.

Section 8. Notice of Right to File Objections. Within five days after the adoption of this ordinance, the City Manager is authorized and directed to mail to the owner of each housing unit in the Westwood Village I Housing Improvement Area a copy of this Ordinance and notice that owners subject to the proposed Housing Improvement Fee have a right to veto this ordinance if owners of at least 35% of the housing units within the Westwood Village I Housing Improvement Area file an objection with the City Manager before the effective date of the ordinance.

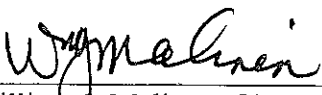
Section 9. Amendment. This Ordinance may be amended by the City Council upon compliance with the public hearing and notice requirements set forth in Minn. Stat. 428A.13, subd. 2 of the Housing Improvement Act.

Section 10. Effective Date. This Ordinance shall be effective 45 days after its adoption introduced this 22nd day of September, 2008.

Adopted this 22nd day of September, 2008.


Craig D. Klausing, Mayor

ATTEST:


William J. Malinen, City Manager



M & H Property Management and Consulting
Ms. Sarah Maristuen
PO Box 131957
Roseville, Minnesota 55113

December 8, 2008

Good Day Ms. Maristuen,

The exterior envelope replacement at Westwood Village One was put to bid in May of 2008. Proposals were due in our offices no later than 5:00 pm on June 12, 2008. There were six contractors that provided proposals. Eagle Siding, Inc. was chosen by the Association to perform the work at Westwood Village One, as they proved to be the most cost effective contractor. Load Bearing, Inc. checked their references and inspected three vinyl siding installations that were performed by Eagle Siding. The work that we inspected was well executed and their references were exemplary.

The closest bidder, Contractor X, to Eagle Siding in June of 2008 was \$40,724.00 higher than Eagle Siding. Last week I received revised pricing from Eagle Siding which came in at \$1,329,446.89. There was discussion of this being a significant increase for the project, so I requested that Contractor X rebid the work to see if Eagle Siding's revised numbers were fair. Contractor X has rebid the work to our specifications for \$1,394,730.00. Eagle siding remains lower by \$65,283.00.

Through no fault of the selected contractor, Eagle Siding, there have been significant delays in the commencement of this project. Since June 12, 2008 there have been significant price increases in both vinyl siding materials and asphalt roofing materials. We have requested Norandex® and GAF® distributors provide independent pricing information regarding these increases. I received pricing increase notifications from GAF through the Roof Depot (see attached GAF notices), which state that shingle prices have increased between 32% to 45% since June of 2008. The cost for siding materials has increased between 16% to 20%. There have also been increases in shipping, metal, mounting blocks and hardware.

After reviewing the data, we believe that the price increases from Eagle Siding are very fair.

Sincerely,

Matthew Zinser

PHONE (612) 721-8747 FAX (612) 721-1419
3010 MINNEHAHA AVENUE SOUTH, MINNEAPOLIS, MN 55406

**SEVERSON, SHELDON,
DOUGHERTY & MOLEND, P.A.**

LARRY S. SEVERSON
JAMES F. SHELDON
MICHAEL G. DOUGHERTY*
MICHAEL E. MOLEND†
LOREN M. SOLFEST *†
SHARON K. HILLS
ROBERT B. BAUER*
TERRENCE A. MERRITT†
ANNETTE M. MARGARIT
STEPHEN A. LING*

A PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW

SUITE 600
7300 WEST 147TH STREET
APPLE VALLEY, MINNESOTA 55124-4517
(952) 432-3136

GARY L. HUUSKO#
CHRISTINE J. CASSELLIUS†
BRIAN J. WISDORF*
MICHAEL D. KLEMM†*
EMILY FOX WILLIAMS
MATTHEW J. SCHAAP
THOMAS R. DONELY
JESSICA L. SANBORN
RYAN J. BIES
WILLIAM M. TOPKA
ERIN E. BOERSCHER

September 30, 2008

TELEFAX NUMBER (952) 432-3780
www.seversonsheldon.com

Mark Lindberg, President
Westwood Village Association
2708 Mackubin Street
Roseville, MN 55113

RE: Westwood Village - General Consultation
Our File No.: 9120-25099

Dear Mr. Lindberg:

At the request of the Board of Directors, I am writing to summarize the allocation of costs for maintenance of roofs, gutters, downspouts, exterior siding and other building surfaces on the townhouses in Westwood Village.

The allocation of costs is governed by the Second Amended Declaration for Common Interest Community No. 727, Westwood Village, recorded in the Ramsey County Recorder's Office as Document Number 4093011. The Second Amended Declaration was validly adopted pursuant to the requirements of Minnesota Statutes Chapter 515B (the Minnesota Common Interest Ownership Act) and pursuant to the requirements of the prior Declaration. The Second Amended Declaration is binding upon and enforceable by the Board and the Unit Owners. The Directors are legally obligated to comply with the allocation of costs established in the Second Amended Declaration, and failure to do so could result in a lawsuit by one or more Unit Owners against the Association and against the members of the Board of Directors in their individual capacity.

Section 9.1.2 requires the Association to maintain, repair and replace roofs, gutters, downspouts, exterior siding and other building surfaces on the Dwellings. The related costs are Common Expenses as defined in Section 1.8.

Section 4.2 allocates Common Expense obligations equally among the Units, with each Unit being allocated 1/47th of the Common Expense obligations, subject to Section 6.4.

Section 6.4.1 addresses the cost of maintaining Limited Common Elements. Section 6.4.1 does not apply to the cost of maintaining roofs, gutters, downspouts, exterior siding and other building surfaces, because they are not Limited Common Elements. Rather, they



are part of the Dwellings, which are part of the Units. See Sections 1.7, 1.9, 1.19, 2.1, 2.2, 3.1 and 3.2.

Section 6.4.2 allocates the costs of labor and materials for replacement of above grade, exterior siding ("Siding Replacement Costs"), which must be calculated on the basis of total cost per linear foot of siding. This allocation only applies to siding replacement, not siding repair or other siding maintenance.

Section 6.4.2.1 provides that Siding Replacement Costs for walls on the front and back of each Dwelling, excluding garage walls, must be assessed to the Owner of the respective Unit as limited Assessments. Section 6.4.2.1 clarifies that walls on the front and back of a Dwelling shall be deemed to include all adjoining walls created by architectural features on the front or back of the Dwelling such as cantilevered windows or variations in the depth of the Dwelling.

Section 6.4.2.2 provides that Siding Replacement Costs for all other walls, including, without limitation, building ends, mid-building sides created by Dwellings of different heights, courtyard walls, garage walls and privacy walls, must be assessed equally among the Units, with each Unit being allocated 1/47th of the Common Expense obligations.

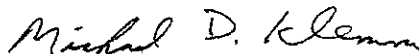
Section 6.4.3 provides that any Common Expense benefiting fewer than all of the Units but not falling within Section 6.4.1 (maintenance of Limited Common Elements) or Section 6.4.2 (Siding Replacement Costs) may, at the Board's discretion, be assessed against the Unit or Units benefited equally, by actual cost per Unit or such other reasonable allocation as may be approved by the Board. However, if a maintenance project benefits all of the Units, then Section 6.4.3 does not apply.

Section 6.4.7 allows the cost of repairing damage caused by an Owner, Occupant or their guests to be allocated exclusively against the Owner's Unit to the extent not covered by insurance.

If you have any questions, please call me at (952) 953-8832. Thank you for the opportunity to assist you in this matter.

Cordially,

SEVERSON, SHELDON, DOUGHERTY & MOLENDEN, P.A.



Michael D. Klemm

Direct Dial: (952) 953-8832

Email: klemmm@seversonsheldon.com

cc: Sarah Maristuen, Property Manager (via email only)

Document# 4093011
Recorded 04/25/2008 0900
County Recorder, Ramsey County, MN
3.25 379917

(Above Space Reserved for Recording Data)

COMMON INTEREST COMMUNITY NO. 727
a Planned Community

WESTWOOD VILLAGE

SECOND AMENDED DECLARATION

WHEREAS, BAN-CON, INC., a Minnesota corporation, (the "Developer") executed that certain Declaration of Covenants, Conditions and Restrictions on December 6, 1968, and recorded the same in the office of the County Recorder of Ramsey County, Minnesota, on January 6, 1969, as Document No. 1742654; and

WHEREAS, the Developer and the lot owners executed that certain Amendment of Declaration of Covenants, Conditions and Restrictions (the "Amended Declaration") dated October 16, 1969, and recorded the same in the office of the County Recorder of Ramsey County, Minnesota, on November 7, 1969, as Document No. 1762029, to replace the declaration; and

WHEREAS, the real property subject to the Amended Declaration together with all improvements thereon (collectively the "Property"), constitutes a planned community as defined in Minn. Stat. § 515B.1-103; and

WHEREAS, the lot owners and mortgagees desire to subject the planned community to Minnesota Statutes Chapter 515B, known as the Minnesota Common Interest Ownership Act (the "Act"), pursuant to Minn. Stat. § 515B.1-102(d); and

WHEREAS, the lot owners and mortgagees desire to amend and replace the Amended Declaration with this Second Amended Declaration in order to establish a plan consistent with the Act for a permanent residential community to be owned, occupied and operated for the use, health, safety and welfare of its resident Owners and Occupants; and for the purpose of preserving the value, the physical quality, and the architectural character of the Property; and

01-29-23-33-0328 THRU 0358

01-29-23-34-0116 THRU 0132

1-34

WHEREAS, the common interest community includes shoreland, as defined in Minn. Stat. § 103F.205, and the common interest community may be subject to county, township, or municipal ordinances or rules affecting the development and use of the shoreland area; and

WHEREAS, the Property is not subject to an ordinance referred to in Minn. Stat. § 515B.1-106 governing conversions to common interest ownership and is not subject to a master association as defined in the Act;

NOW, THEREFORE, this Second Amended Declaration ("Declaration") is made this 21st day of January, 2008, and shall constitute covenants to run with the Property, and the Property shall be owned, used, occupied and conveyed subject to the covenants, restrictions, easements, charges and liens set forth herein, all of which shall be binding upon all Persons owning or acquiring any right, title or interest therein, and their heirs, personal representatives, successors and assigns.

SECTION 1

DEFINITIONS

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

- 1.1 "Act" means the Minnesota Common Interest Ownership Act, Minnesota Statutes Chapter 515B, as amended now and in the future.
- 1.2 "Assessments" means and refers to all assessments levied by the Association pursuant to Section 6 of this Declaration.
- 1.3 "Association" means Westwood Village Association, a nonprofit corporation which has been created pursuant to Minnesota Statutes Chapter 317A and Section 515B.3-101 of the Act, whose members consist of all Owners.
- 1.4 "Board" means the Board of Directors of the Association as provided for in the Bylaws.
- 1.5 "Bylaws" means the Bylaws governing the operation of the Association, as amended from time to time.
- 1.6 "City" means the City of Roseville, Minnesota.
- 1.7 "Common Elements" means all parts of the Property including all improvements thereto, except the Units. The Common Elements are legally described in Exhibit B attached hereto.

- 1.8 "Common Expenses" means all expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation, including Assessments and items otherwise identified as Common Expenses in the Declaration or Bylaws.
- 1.9 "Dwelling" means a building or part thereof consisting of one or more floors, designed and intended for occupancy as a single family residence, and located within the boundaries of a Unit. The Dwelling includes any garage attached thereto or otherwise included within the boundaries of the Unit in which the Dwelling is located.
- 1.10 "Governing Documents" means this Declaration, and the Articles of Incorporation and Bylaws of the Association, as amended from time to time, all of which shall govern the use and operation of the Property.
- 1.11 "Limited Common Elements" means a portion of the Common Elements allocated by the Declaration or by operation of Section 515B.2-102(d) or (f) of the Act for the exclusive use of one or more but fewer than all of the Units.
- 1.12 "Member" means all Persons who are members of the Association by virtue of being Owners as defined in this Declaration. The words "Owner" and "Member" may be used interchangeably in the Governing documents.
- 1.13 "Occupant" means any Person or Persons, other than an Owner, in possession of or residing in a Unit.
- 1.14 "Owner" means a Person who owns a Unit, but excluding contract for deed vendors, mortgagees, holders of reversionary interest in life estates and other secured parties within the meaning of the Act. The term "Owner" includes, without limitation, contract for deed vendees and holders of a life estate.
- 1.15 "Person" means a natural individual, corporation, limited liability company, partnership, trustee, or other legal entity capable of holding title to real property.
- 1.16 "Plat" means the recorded plat depicting the Property pursuant to the requirements of Section 515B.2-110(d) of the Act, including any amended or supplemental Plat recorded from time to time in accordance with the Act.
- 1.17 "Property" means all of the real property subjected to this Declaration, now or in the future, including the Dwellings and all other structures and

improvements located thereon. The Property is legally described in Exhibit A attached hereto.

- 1.18 "Rules and Regulations" means the Rules and Regulations of the Association as approved from time to time pursuant to Section 5.6.
- 1.19 "Unit" means any platted lot subject to this Declaration upon which a Dwelling is located or intended to be located, as described in Section 2.1 and shown on the Plat, including all improvements thereon, but excluding the Common Elements.

Any terms used in the Governing Documents, and defined in the Act and not in this Section, shall have the meaning set forth in the Act. References to section numbers shall refer to sections of this Declaration, unless otherwise indicated. References to the singular may refer to the plural, and conversely, depending on context.

SECTION 2

DESCRIPTION OF UNITS, BOUNDARIES AND RELATED EASEMENTS

2.1 Units. There are forty-seven (47) Units. All Units are restricted exclusively to residential use. Each Unit constitutes a separate parcel of real estate. No additional Units may be created by the subdivision or conversion of Units pursuant to Section 515B.2-112 of the Act. The Unit identifiers and locations of the Units are as shown on the Plat, which is incorporated herein by reference. The Unit identifier for a Unit is its lot and block numbers and the subdivision name.

2.2 Unit Boundaries. The front, rear and side boundaries of each Unit shall be the boundary lines of the platted lot upon which the Dwelling is located or intended to be located, as shown on the Plat. The Units shall have no upper or lower boundaries. Subject to this Section 2 and Section 3, all spaces, walls, and other improvements within the boundaries of a Unit are a part of the Unit.

2.3 Appurtenant Easements. The Units shall be subject to and benefited by the easements described in Section 13.

SECTION 3

COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND OTHER PROPERTY

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

3.1.1 All of the Property not included within the Units constitutes Common Elements. The Common Elements include, but are not limited to, all areas and items listed in this Section 3, and those parts of the Property described in Exhibit B attached hereto or designated as Common Elements in the Act. The Common Elements are owned by the Association for the benefit of the Owners and Occupants.

3.1.2 The Common Elements shall be subject to (i) certain easements as described in this Declaration, the Plat and any other easements recorded against the Common Elements; (ii) the rights of Owners and Occupants in Limited Common Elements allocated to their respective Units; and (iii) the right of the Association to establish reasonable Rules and Regulations governing the use of the Property.

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

3.2.1 If any chute, flue, duct, wire, pipe, conduit, bearing wall, bearing column, or any other fixture serving fewer than all Units lies partially within and partially outside of the boundaries of the Unit or Units served, any portion thereof serving only that Unit or Units is a Limited Common Element allocated solely to that Unit or Units, and any portion thereof serving any portion of the Common Elements is a part of the Common Elements.

3.2.2 Improvements, if any, such as decks, patios, porches, balconies, shutters, awnings, exterior doors and windows, window boxes, chimneys, driveways, sidewalks, doorsteps or stoops, constructed as part of the original construction to serve a single Unit or Units, and replacements and modifications thereof authorized pursuant to Section 8, and located wholly or partially outside the Unit boundaries, are allocated to the Unit or Units which they serve.

3.2.3 Heating, ventilating or air conditioning equipment serving only a certain Unit or Units, and located wholly or partially outside the Unit boundaries, are allocated to the Unit or Units served by such equipment.

3.3 Annexation of Other Property. Other real property may be added to the common interest community as Units or Common Elements, or any combination thereof, and subjected to this Declaration, in compliance with the approval requirements and procedures set forth in Section 15 and in the Act.

SECTION 4

ASSOCIATION MEMBERSHIP: RIGHTS AND OBLIGATIONS

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

4.1 Membership. Each Owner shall be a Member solely by reason of owning a Unit, and the membership shall be transferred with the conveyance of the Owner's interest in the Unit. An Owner's membership shall terminate when the Owner's ownership terminates. When more than one Person is an Owner of a Unit, all such Persons shall be Members, but multiple ownership of a Unit shall not increase the voting rights allocated to such Unit nor authorize the division of the voting rights.

4.2 Voting and Common Expenses. Each Unit is assigned one vote. Common Expense obligations (subject to Section 6.4) are allocated equally among the Units, with each Unit being allocated 1/47th of the Common Expense obligations. Said rights and obligations shall be automatically reallocated on the same basis among all Units as and if additional Units are added to the Property.

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

4.4 Authority to Vote. The Owner, or some natural person designated to act as proxy on behalf of the Owner, and who need not be an Owner, may cast the vote allocated to such Unit at meetings of the Association. However, if there are multiple Owners of a Unit, only the Owner or other Person designed pursuant to the provisions of the Bylaws may cast such vote. The voting rights of Owners are more fully described in Section 3 of the Bylaws.

SECTION 5

ADMINISTRATION

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

5.1 General. The operation and administration of the Association and the Property shall be governed by the Governing documents, the Rules and Regulations, and

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

5.2 Operational Purposes. The Association shall operate and manage the Property for the purposes of (i) administering and enforcing the covenants, restrictions, easements, charges and liens set forth in the Governing Documents and the Rules and Regulations, (ii) maintaining, repairing and replacing those portions of the Property and other property for which it is responsible, and (iii) preserving the value, and the architectural character, of the Property.

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

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

5.5 Management. The Board may delegate to a manager or managing agent the management duties imposed upon the Association's officers and directors by the Governing Documents and the Act. However, such delegation shall not relieve the officers and directors of the ultimate responsibility for the performance of their duties as prescribed by the Governing Documents and by law.

5.6 Rules and Regulations. The Board shall have exclusive authority to approve and implement such reasonable Rules and Regulations as it deems necessary from time to time for the purpose of operating and administering the affairs of the Association and regulating the use of the Property; provided, that the Rules and Regulations shall not be inconsistent with the Governing Documents or the Act. The inclusion in other parts of the Governing Documents of authority to approve Rules and Regulations shall be deemed to be in furtherance, and not in limitation, of the authority granted by this Section. New or amended Rules and Regulations shall be effective only after reasonable notice thereof has been given to the Owners.

5.7 Association Assets; Surplus Funds. All funds and real or personal property acquired by the Association shall be held and used for the benefit of the Owners for the purposes stated in the Governing documents. Surplus funds remaining after

payment of or provision for Common Expenses and reserves shall be credited against future Assessments or added to reserves, as determined by the Board.

5.8 Resale Disclosure Certificates. Pursuant to Section 515B.4-107 of the Act, in the event of a resale of a Unit by an Owner, that Owner shall furnish to the purchaser a resale disclosure certificate containing the information required by Section 515B.4-107(b) of the Act. Pursuant to Section 515B.4-107(d) of the Act, the Association shall, within ten days after a request by an Owner or the Owner's authorized representative, furnish the resale disclosure certificate. The Association may charge a reasonable fee for furnishing the resale disclosure certificate and any documents related thereto.

SECTION 6

ASSESSMENTS

6.1 General. Assessments shall be determined and assessed against the Units by the Board, in its discretion, subject to the requirements and procedures set forth in this Section 6 and the requirements of the Bylaws. Assessments shall include annual Assessments under Section 6.2, and may include special Assessments under Section 6.3 and limited Assessments under Section 6.4. Annual and special Assessments shall be allocated among the Units in accordance with the allocation formula set forth in Section 4.2. Limited Assessments under Section 6.4 shall be allocated to Units as set forth in that Section.

6.2 Annual Assessments. Annual Assessments shall be established and levied by the Board, subject to the limitations set forth hereafter. Each annual Assessment shall cover all of the anticipated Common Expenses of the Association for that year which are to be shared by all Units in accordance with the allocation formula set forth in Section 4.2. Annual Assessments shall be payable in equal monthly or quarterly installments, as established by the Board. Annual Assessments shall provide, among other things, for an adequate reserve fund for the replacement of the Common Elements and those parts of the Units for which the Association is responsible, except to the extent that the replacement is funded by limited Assessments pursuant to Section 6.4.

6.3 Special Assessments. In addition to annual Assessments, and subject to the limitations set forth hereafter, the Board may levy in any Assessment year a special Assessment against all Units in accordance with the allocation formula set forth in Section 4.2, and for the purposes described in this Declaration. Among other things, special Assessments shall be used for the purpose of defraying in whole or in part the cost of any unforeseen and unbudgeted Common Expense.

6.4 Limited Assessments. In addition to annual Assessments and special Assessments, the Board has the authority to levy and allocate limited Assessments among only certain Units in accordance with the following requirements and procedures:

6.4.1 Any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element shall be assessed exclusively against the Unit or Units to which that Limited Common Element is allocated, equally or by actual cost per Unit or such other reasonable allocation as may be approved by the Board.

6.4.2 The costs of labor and materials for replacement of above grade, exterior siding ("Siding Replacement Costs") shall be calculated on the basis of total cost per linear foot of siding and allocated as follows:

6.4.2.1 Siding Replacement Costs for walls on the front and back of each Dwelling, excluding garage walls, shall be assessed to the Owner of the respective Unit as limited Assessments and shall not be included in replacement reserves. For purposes of this section, walls on the front and back of a Dwelling shall be deemed to include all adjoining walls created by architectural features on the front or back of the Dwelling such as cantilevered windows or variations in the depth of the Dwelling.

6.4.2.2 Siding Replacement Costs for all other walls, including, without limitation, building ends, mid-building sides created by Dwellings of different heights, courtyard walls, garage walls and privacy walls, shall be assessed as Common Expenses in accordance with the allocation formula set forth in Section 4.2 and shall be included in replacement reserves.

6.4.2.3 The allocations of Siding Replacement Costs provided herein shall not apply to the cost of siding maintenance or siding repair, which shall be assessed as Common Expenses in accordance with the allocation formula set forth in Section 4.2.

6.4.3 Any Common Expense benefiting fewer than all of the Units but not falling within Section 6.4.1 or Section 6.4.2 may, at the Board's discretion, be assessed against the Unit or Units benefited equally, by actual cost per Unit or such other reasonable allocation as may be approved by the Board.

6.4.4 Reasonable attorneys' and other professional fees and costs incurred by the Association in connection with (i) the collection of Assessments and (ii) the enforcement of the Governing Documents, the Act, or the Rules and Regulations, against an Owner or Occupant or their guests, may be assessed against the Owner's Unit.

6.4.5 Late charges, fines and interest may be assessed as provided in Section 14.

6.4.6 Assessments levied under Section 515B.3-116(a) of the Act to pay a judgment against the Association may be levied only against the Units existing

at the time the judgment was entered, in proportion to their Common Expense liabilities.

6.4.7 If any damage to the Common Elements or another Unit or any portion of the Owner's Unit that the Association is obligated to maintain hereunder is caused by the act or omission of an Owner or Occupant, or their guests, the Association may assess the costs of repairing the damage exclusively against the Owner's Unit to the extent not covered by insurance.

6.4.8 If Common Expense liabilities are reallocated for any purpose authorized by the Act, Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.

Assessments levied under Sections 6.4.1 through 6.4.7 may, at the Board's discretion, be assessed as a part of, or in addition to, other Assessments levied under Section 6.1 or 6.2.

6.5 Working Capital Fund. There shall be established a working capital fund to meet unforeseen expenditures or budget shortfalls, or to purchase additional equipment or services for the Association. The Board may include in each subsequent annual budget a reasonable amount of working capital, based upon the anticipated needs of the Association for the year in question. The Association may use the working capital fund to offset operating deficits. The contributions to this fund are in addition to the regular installments of annual Assessments and are not refundable.

6.6 Liability of Owners for Assessments. The Owner of the Unit at the time an Assessment is payable with respect to the Unit shall be personally liable for the share of the Common Expenses assessed against such Unit. Such liability shall be joint and several where there are multiple Owners of the Unit. The liability is absolute and unconditional. No Owner is exempt from liability for payment of Assessments by right of set-off, by waiver of use or enjoyment of any part of the Property, by absence from or abandonment of the Unit, by the waiver of any other rights, or by reason of any claim against the Association or its officers, directors or agents, or for their failure to fulfill any duties under the Governing Documents or the Act.

6.7 Assessment Lien. The Association has a lien on a Unit for any Assessment levied against that Unit from the time the Assessment becomes due. If an Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment thereof becomes due. Fees, charges, late charges, fines and interest charges imposed by the Association pursuant to Section 515B.3-102(a)(10), (11) and (12) of the Act are liens, and are enforceable as Assessments, under this Section 6. Recording of the Declaration constitutes record notice and perfection of any lien under this Section 6, and no further recordation of any notice of or claim for the lien is required. The release of the lien shall not release the Owner from personal liability unless agreed to in writing by the Association.

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

6.9 Lien Priority; Foreclosure. A lien for Assessments is prior to all other liens and encumbrances on a Unit except (i) liens and encumbrances recorded before the Declaration, (ii) any first mortgage on the Unit, and (iii) liens for real estate taxes and other governmental Assessments or charges against the Unit. Notwithstanding the foregoing, if (i) a first mortgage on a Unit is foreclosed, (ii) the first mortgage was recorded on or after the date of recording of this Declaration, and (iii) no Owner redeems during the Owner's period of redemption provided by Minnesota Statutes Chapters 580, 581, or 582, then the holder of the sheriff's certificate of sale from the foreclosure of the first mortgage shall take title to the Unit subject to a lien in favor of the Association for unpaid Assessments or installments thereof levied pursuant to Sections 515B.3-115(a), (e)(1) to (3), (f), and (i) of the Act which became due, without acceleration, during the six months immediately preceding the first day following the end of the Owner's period of redemption.

6.10 Real Estate Taxes and Assessments. Real estate taxes, special assessments, and other charges and fees which may be levied against the Common Elements by governmental authorities, shall be allocated equally among and levied against the Units, and shall be a lien against each Unit in the same manner as a lien for real estate taxes and special assessments levied against the Unit alone.

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

SECTION 7

RESTRICTIONS ON USE OF PROPERTY

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

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

7.2 Subdivision Prohibited. Except as permitted by this Declaration, no Unit nor any part of the Common Elements may be subdivided or partitioned without the prior written approval of all Owners and all secured parties holding first mortgages on the Units.

7.3 Residential Use. The Units shall be used by Owners and Occupants and their guests exclusively as private, single family residential dwellings, and not for transient, hotel, commercial, business or other non-residential purposes, except as provided in Section 7.4. Any lease of a Unit (except for occupancy by guests with the consent of the Owner) for a period of less than ninety days, or any occupancy which includes services customarily furnished to hotel guests, shall be presumed to be for transient purposes. The number of occupants per Unit may be restricted in accordance with any applicable municipal ordinances and standards acceptable under applicable federal and state law.

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

7.4.1 An Owner or Occupant may maintain a home occupation in such Owner or Occupant's Dwelling; provided, that such use (i) is incidental to the residential use; (ii) does not involve physical alteration of the Dwelling or Unit visible from the exterior; (iii) is in compliance with all governmental laws, ordinances and regulations; (iv) does not involve observable business activity such as signs, advertising displays, unusual numbers of deliveries, or unusual levels of pedestrian or vehicular traffic to and from the Unit; (v) does not involve employees; and (vi) does not otherwise involve activity which disturbs the quiet enjoyment of the Property by other Owners or Occupants.

7.4.2 The Association may maintain offices on the Property for management and related purposes.

7.5 Leasing. The Property is intended to be an Owner occupied residential community. Consistent with that philosophy, leasing of Units shall be allowed (subject to reasonable regulation by the Association), but only in accordance with the following minimum conditions: (i) no Unit shall be leased for transient or hotel purposes, (ii) no Unit may be subleased, (iii) a Unit must be leased in its entirety (not by room) unless simultaneously occupied by the Owner, (iv) the lease shall be in writing, (v) unless otherwise required in connection with the financing, guarantee or insuring of a Unit mortgage, no lease shall be for a period less than three or more than 12 months, except for extenuating situations approved by the Board; and (vi) the lease shall provide that it is subject to the Governing Documents, the Rules and Regulations and the Act, and that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. The Association may impose such reasonable Rules and Regulations as may be necessary to implement procedures for the leasing of Units, consistent with this Section and applicable law, including, but not limited to (i) a requirement for a form addendum to be attached to each Unit lease to assure that the rights and authority of the Association and Owners and Occupants are recognized, and (ii) a requirement for the screening of lessees through a reputable, professional screening organization; provided that such screening shall not violate federal, state or local discrimination laws.

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

7.7 Pets. The Board shall have the exclusive authority to prohibit, or to allow and regulate, by Rules and Regulations, the keeping of animals on the Property. This authority may be exercised so as to permit or prohibit different types of animals, but those animals which are permitted (if any) shall be limited to common domestic house pets such as dogs, cats, fish, birds and the like. However, no animal may be bred, or kept or maintained for business or commercial purposes, anywhere on the Property. The word "animal" shall be interpreted in its broadest sense and shall include all living creatures except humans. Notwithstanding the foregoing, no Rule or Regulation may prohibit the keeping of a qualified service dog or similar animal by a person who is disabled within the meaning of the Fair Housing Amendments Act of 1988 or comparable state law.

7.8 Quiet Enjoyment. All Owners and Occupants and their guests shall have a right of quiet enjoyment in their respective Units, subject to the rights of other Owners and Occupants and the owners and occupants of adjacent property to reasonable use of their respective property and the normal and customary sights, sounds and activity

generated thereby. The Property shall be occupied and used in such a manner as will not cause a nuisance, nor unduly restrict, interfere with or impede the use and quiet enjoyment of the Property by other Owners and Occupants and their guests.

7.9 Prohibited Conduct. No Owner or Occupant shall (i) cause or permit any physical changes to their Dwelling that could jeopardize or impair the weather-tight soundness or safety of the Dwelling or other improvement located on the Property; (ii) interfere with any easement; or (iii) cause or permit any physical changes to their Unit which could affect or damage the sound barriers between the Units within the ceilings, floors or walls.

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

7.11 Alterations. No alterations (as defined in Section 8) shall be made, or caused or allowed to be made, in any part of the Common Elements, or in any part of the Unit which affects the Common Elements or another Unit or which is visible from the exterior of a Dwelling, without the prior written authorization of the Board, or a committee appointed by it, as provided in Section 8.

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

7.13 Open Space Easements and Covenants. The Property is subject to open space easements and covenants in favor of the City recorded against the Property and containing various restrictions and requirements with respect to the use and maintenance of the Common Elements.

7.14 Access to Units. In case of emergency, the Units are subject to entry, without notice and at any time, by an officer or member of the Board, by the Association's management agents or by any public safety personnel. Entry is also authorized for maintenance purposes under Sections 9 and 13, and for enforcement purposes under Section 14.

SECTION 8

ARCHITECTURAL STANDARDS

8.1 Restrictions on Alterations. One of the purposes of this Declaration is to ensure that those parts of the Dwellings and other parts of the Units which are visible from the exterior be kept architecturally attractive and substantially uniform in

appearance. Therefore, except as set forth in Section 8.5, the following restrictions and requirements shall apply to alterations on the Property:

8.1.1 Except as expressly provided in this Section 8, no structure, building, addition, deck, patio, fence, wall, enclosure, window, exterior door, antenna or other type of sending or receiving apparatus, sign, display, decoration, color change, shrubbery, material topographical or landscaping change, nor any other exterior improvements to or alteration of any Dwelling or any other part of a Unit which affects the Common Elements or another Unit, or which is visible from the exterior of the Dwelling (collectively referred to as "alterations"), shall be commenced, erected or maintained, unless and until the plans and specifications showing the nature, kind, shape, height, color, materials and locations of the alterations shall have been approved in writing by the Board or a committee appointed by it.

8.1.2 The Board may appoint, supervise and disestablish an architectural committee, and specifically delegate to it part or all of the functions which the Board exercises under this Section 8, in which case the references to the board shall refer to the architectural committee where appropriate. The architectural committee shall be subject to the supervision of the Board.

8.1.3 The Board shall establish the criteria for approval of alterations, which shall include and require, at a minimum:

8.1.3.1 substantial uniformity of color, location, type and design in relation to existing Dwellings and other improvements to the Property,

8.1.3.2 comparable or better quality of materials as used in existing improvements on the Property,

8.1.3.3 ease of maintenance and repair,

8.1.3.4 adequate protection of the Property, the Association, Owners and Occupants from liability and liens arising out of the proposed alterations,

8.1.3.5 substantial preservation of other Owners' sight lines, if material, and

8.1.3.6 compliance with governmental laws, codes and regulations.

The Board, or the appointed architectural committee if so authorized by the Board, in its sole discretion, may impose standards for design, appearance, construction, or development which are greater or more stringent than standards prescribed by the Governing Documents, or by building, zoning, or other governmental laws, codes, or regulations;

provided that such standards shall be consistent with the architectural character and use of the Property. The Board, or the appointed architectural committee if so authorized by the Board, shall be the sole judge of whether such criteria are satisfied, and its determination in this regard shall be binding upon the Owner.

8.1.4 Approval of alterations which cause a minor encroachment upon the Common Elements or another Unit shall create an appurtenant easement for such encroachment in favor of the Unit with respect to which the alterations are approved, notwithstanding any contrary requirement in the Governing Documents or the Act. A file of the Board resolutions approving or denying all requests for alterations shall be maintained permanently as a part of the Association's records.

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

8.2.1 Detailed plans, specifications and related information regarding any proposed alteration, in form and content acceptable to the Board, shall be submitted to the Board at least sixty days prior to the projected commencement of construction. No alterations shall be commenced prior to approval.

8.2.2 The Board shall give the Owner written notice of approval or disapproval. The Board shall have the right and authority to approve, conditionally approve or deny requests for alterations in its sole and absolute discretion. If the Board fails to approve or disapprove within sixty days after receipt of said plans and specifications and all other information requested by the Board, then approval shall be deemed to be denied.

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

8.3 Remedies for Violations. The Association may undertake any measures, legal, equitable or administrative, to enforce compliance with this Section and shall be entitled to recover from the Owner causing or permitting the violation all attorneys' fees and other professional fees and costs of evaluation, investigation and enforcement incurred by the Association, whether or not a legal action is started. Such fees and costs shall be a lien against the Owner's Unit and a personal obligation of the Owner. In addition, upon reasonable notice, the Association shall have the right to enter the Owner's Unit and to restore any part of the Dwelling or Unit to its prior condition if the alterations were made in violation of this Section, and the cost of such restoration shall be a personal obligation of the Owner and a lien against the Owner's Unit.

8.4 Owner Responsibility/Indemnity. The Owner who causes an alteration to be made, regardless of whether the alteration is approved by the Board, shall be responsible for the construction work and any claims, damages, losses or liabilities

arising out of the alterations, and to ensure that the work approved by it satisfies all applicable municipal requirements. The Owner shall hold harmless, indemnify and defend the Association, and its officers, directors and committee members, from and against any expenses, claims, damages, losses or other liabilities, including without limitation attorneys' fees and other professional fees and costs, arising out of (i) any alteration which violates any governmental laws, codes, ordinances or regulations, (ii) the adequacy of the specifications or standards for construction of the alterations and (iii) the construction of the alterations.

8.5 Exemptions. The requirements set forth in this Section 8 (except Section 8.4) shall not apply to the following:

8.5.1 Certain types of antennae may be installed, following application to the Board, to the extent permitted by federal law and the Rules and Regulations consistent therewith.

SECTION 9

MAINTENANCE AND REPAIR

9.1 Maintenance by Association. The Association shall provide for all maintenance, repair or replacement (collectively referred to as "maintenance") of the Common Elements, including all improvements thereon. In addition, for the purpose of preserving the architectural character, quality, and high standards for appearance of the Property, the Association shall provide for exterior maintenance upon the Dwellings and/or Units, subject to the following:

9.1.1 The costs associated with the Association's maintenance obligations under this Section 9.1 shall be funded by Assessments determined and levied in accordance with Section 6.

9.1.2 The Association shall maintain, repair and replace roofs, gutters, downspouts, exterior siding and other building surfaces.

9.1.3 The Association may, upon thirty days' prior notice to the Owner, also undertake any exterior maintenance for which an Owner is obligated under Section 9.3 and which the Owner fails to perform to standards established by the Association, and assess the Owner's Unit for the cost thereof. Such cost shall be a personal obligation of the Owner and a lien against the Owner's Unit.

9.1.4 The Association may, upon reasonable notice, elect to inspect, maintain, repair or replace mechanical, structural or other components within the Unit and assess the costs against the Unit, if the failure or impairment of the component could result in damage to the Common Elements or other Units, impair the function of any common operating system, or create a health or safety hazard. The Association may require that any such component be maintained,

repaired or replaced by the Owner thereof to the satisfaction of the Association within a period of time established by the Association.

9.1.5 The Association's obligations for maintenance shall exclude any items not specifically required to be maintained by the Association under this Section 9.1, including but not limited to porches, patios, decks, foundations and foundation walls, Dwelling walls, floors and ceilings, structural components, interior parts of the Dwellings, garage doors and exterior entry doors and frames, exterior window frames, door and window hardware, garage door hardware, mechanical equipment and openers, mechanical, electrical, heating, air conditioning and plumbing systems, screens and glass, and chimney exteriors, unless such items are expressly approved under Section 9.2.

9.1.6 The Association shall maintain, repair and replace the Common Elements in accordance with the requirements of the applicable City approvals, permits, regulations and agreements.

9.1.7 The Board shall have sole authority and discretion to select, contract with, and supervise contractors for the performance of any inspection, maintenance, repair or replacement required or authorized to be provided by the Association hereunder.

9.2 Optional Maintenance by Association. In addition to the maintenance described in Section 9.1, the Association may, with the approval of the Board and a majority of the total Owners' votes in the Association, undertake to provide additional exterior maintenance to the Units or Dwellings.

9.3 Maintenance by Owner. Except for the exterior maintenance required to be provided by the Association under Section 9.1 or 9.2, all maintenance of the Dwellings and Units shall be the sole responsibility and expense of the Owners thereof. Subject to Section 9.1.2, the Limited Common Elements allocated to a Unit shall be maintained by the Owner of that Unit. The Association may require that any exterior maintenance to be performed by the Owner be accomplished in accordance with standards established by the Association. The Owners and Occupants shall have a duty to promptly notify the Association of defects in or damage to those parts of the Property which the Association is obligated to maintain.

9.4 Damage Caused by Owner. Notwithstanding any provision to the contrary in this Declaration, if, in the judgment of the Association, the need for maintenance of any part of the Property is caused by the act or omission of an Owner or Occupant, or his or her guests, or by a condition in a Unit which the Owner or Occupant has caused or allowed to exist after notice from the Association, the Association may, upon reasonable notice, cause such damage or condition to be repaired or corrected and the cost thereof may be charged and assessed against the responsible Owner's Unit. Such cost shall be a personal obligation of the Owner and a lien against the Owner's Unit. In the case of party

walls between Dwellings, the Owners of the affected Dwellings shall be liable as provided in Section 10.

SECTION 10

PARTY WALLS

10.1 General Rules of Law to Apply. Each wall built as part of the original construction of Dwellings and located or intended to be located on the boundary line between Units shall constitute a party wall, the Units shall be subject to easements for any encroachments resulting from or attributable to such walls pursuant to Section 13.4 hereof, and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

10.2 Repair and Maintenance. The Owners of the Units which share a party wall shall be responsible for the maintenance, repair and replacement of the party wall in equal proportions; provided, (i) that any maintenance, repair or replacement necessary due to the acts or omissions of a certain Owner or Occupant sharing such party wall shall be paid for by such Owner, and (ii) that the Association may contract for and supervise the repair of damage caused by an Owner or Occupant and assess the Owners for the cost thereof to the extent not covered by insurance. Such cost shall be a personal obligation of the Owner and a lien against the Owner's Unit(s).

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

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

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

10.6 Arbitration. In the event of any dispute arising concerning a party wall, and if the Owners of the affected Units do not resolve the dispute by a written agreement within thirty days of the event causing the dispute, the matter shall be submitted to

binding arbitration under the rules of the American Arbitration Association (or under such other rules as the parties may unanimously agree), upon the written demand of the Association or any Owner whose Dwelling shares the party wall. A single arbitrator shall be used unless multiple arbitrators are agreed to by the parties. The Association shall, upon its request, be made a party to the arbitration, but cannot be compelled to be a party. Each party agrees that the decision of the arbitrators shall be final and conclusive of the questions involved. The fees of the arbitrators shall be shared equally by the parties, but each party shall pay its own attorneys' fees or other costs incurred in the arbitration.

SECTION 11

INSURANCE

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

11.1.1 Property insurance in broad form covering risks of physical loss in an amount equal to one hundred percent of the insurable "replacement cost" of the Property, less deductibles, exclusive of land, footings, excavation and other items normally excluded from coverage (but including all building service equipment and machinery). The Association may or may not insure the improvements and betterments referred to in Section 515B.3-113(b)(i) through (vii) of the Act as determined by the Board. The policy or policies shall cover personal property owned by the Association. The policy or policies shall also contain "Inflation Guard" and "Agreed Amount" endorsements, if reasonably available.

11.1.2 Commercial general liability insurance covering the use, operation and maintenance of the Common Elements, with minimum limits of one million dollars per occurrence, against claims for death, bodily injury and property damage, and such other risks as are customarily covered by such policies for projects similar in construction, location and use to the Property. The policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner or Occupant because of negligent acts of the Association or other Owners or Occupants.

11.1.3 Fidelity bond or insurance coverage against dishonest acts on the part of directors, officers, managers, trustees, employees or persons responsible for handling funds belonging to or administered by the Association, if deemed to be advisable by the Board or required by the regulations of any financing-related institution as a precondition to the purchase, insuring, guarantee, or financing of a mortgage on a Unit. The fidelity bond or insurance shall name the Association as the named insured. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise

cover volunteers, or a waiver of defense based upon the exclusion of persons serving without compensation shall be added.

11.1.4 Workers' Compensation insurance as applicable and required by law.

11.1.5 Directors and officers liability insurance with such reasonable limits and coverages as the Board shall determine from time to time.

11.1.6 Such other insurance as the Board may determine from time to time to be in the best interests of the Association and the Owners.

11.2 Premiums; Improvements; Deductibles. Except as provided in Section 6.4 and this Section, all insurance premiums shall be assessed and paid as an annual Assessment. Policy deductible amounts shall be determined by the Board. If improvements and betterments to the Units are covered, any increased cost may be assessed against the Units affected. The Association may, in the case of a claim for damage to a Unit or Units, (i) pay the deductible amount as a Common Expense, (ii) assess the deductible amount against the Unit or Units affected in any reasonable manner, or (iii) require the Owner of any Unit affected to pay the deductible amount directly. The Association's decision as to who shall be charged with paying the deductible amount may, but need not, be based on fault.

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

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

11.4.1 Each Owner and secured party is an insured Person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association.

11.4.2 The insurer waives its right to subrogation under the policy against any Owner or member of the Owner's household and against the Association and members of the Board.

11.4.3 The coverage shall not be voided by or conditioned upon (i) any act or omission of an Owner or mortgagee, unless acting within the scope of authority on behalf of the Association, or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

11.4.4 If at the time of a loss under the policy there is other insurance in the name of an Owner covering the same property covered by the policy, the Association's policy is primary.

11.5 Cancellation; Notice of Loss. Property insurance and comprehensive liability insurance policies maintained by the Association shall provide that the policies shall not be canceled or substantially modified, for any reason, without at least thirty days' prior written notice to the Association.

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

11.7 Owner's Personal Insurance. Each Owner shall obtain additional personal insurance coverage (commonly known as "gap coverage" or an "HO6" policy) at his or her own expense covering fire and other casualty to the interior of the Unit, personal property and the Owner's personal liability. Insurance policies maintained by Owners are without contribution as against the insurance purchased by the Association, except as to deductible amounts or other items not covered under the Association's policies.

SECTION 12

RECONSTRUCTION, CONDEMNATION AND EMINENT DOMAIN

12.1 Reconstruction. The obligations and procedures for the repair, reconstruction or disposition of the Property following damage or destruction thereof shall be governed by the Act. Any repair or reconstruction shall be commenced as soon as practicable after the casualty and shall be substantially in accordance with the plans, specifications and design of the Property as initially constructed and subsequently improved.

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

12.3 Termination and Liquidation. The termination of the common interest community, and the distribution of any proceeds therefrom, shall be governed by the Act.

Any distribution of funds shall be based upon the value of the Units as determined by their relative value for property insurance purposes, and shall be made to Owners and their mortgage holders, as their interests may appear, as provided in the Act.

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

SECTION 13

EASEMENTS

Each Unit and the Commons Elements, and the rights of the Owners and Occupants therein, shall be subject to the appurtenant easements and rights granted and reserved in this Section 13.

13.1 Access. Each Unit shall be the beneficiary of a nonexclusive easement for access to and from a public roadway on and across those portions of the Common Elements designated for use as roadways or walkways, as originally constructed, shown on the Plat or otherwise designated by the Association, subject to any restrictions authorized by the Governing Documents or the Rules and Regulations.

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

13.3 Structural Support. Each Unit and the Common Elements shall be subject to and the beneficiary of nonexclusive easements for structural support in all walls, columns, joists, girders and other structural components located in or passing through or shared with another Unit or the Common Elements.

13.4 Encroachments. Each Unit and the Common Elements, and the rights of the Owners and Occupants therein, shall be subject to nonexclusive easements in favor of the adjoining Units for minor encroachments caused by the construction, reconstruction, repair, shifting, settlement or movement of any part of the Property, and for improvements which are part of the original construction of the Property or which are added in compliance with Section 8. If there is an encroachment upon another Unit or the Common Elements as a result of any of the aforementioned causes, an appurtenant easement shall exist for the encroachment, for the use, enjoyment and habitation of any encroaching improvement, and for the maintenance thereof. However, with respect to improvements or alterations added pursuant to Section 8, no easement shall exist unless the resulting encroachment is minor and the proposed improvements have been approved

and constructed as required by this Declaration. Such easements shall continue for as long as the encroachment exists and shall not affect the marketability of title.

13.5 Drainage Easements. The Common Elements shall be subject to nonexclusive easements for storm water drainage over those parts of the Property which are designed, improved or graded for such purposes.

13.6 Maintenance, Repair, Replacement and Reconstruction. Each Unit, and the rights of the Owners and Occupants thereof, and the Common Elements shall be subject to and benefited by nonexclusive easements in favor of the Association for the maintenance, repair, replacement and reconstruction of the Common Elements, the Dwellings and other improvements located within the Units, and utilities serving the Units, to the extent necessary to fulfill the Association's obligations under the Governing Documents. Each Owner shall afford to the Association and its management agents and employees, access at reasonable times and upon reasonable notice, to and through the Unit and its Limited Common Elements for maintenance, repair and replacement; provided that access may be had without notice and at any time in case of emergency.

13.7 Utilities, Services and Operating Systems. The Common Elements and the Units shall be subject to and benefited by nonexclusive easements in favor of the City, the Association and all utility companies and other service providers for the installation, use, maintenance, repair and replacement of all utilities, services and common operating systems, such as natural gas, electricity, cable TV, internet and other electronic communications, water, sewer, septic systems, wells, and similar services, irrigation systems, and other common operating systems, and metering and control devices, which exist, which are constructed as part of the development of the Property, which are approved by the City, which are approved by the Association under authority contained in the Governing Documents or the Act, or which are described or referred to in the Plat, this Declaration or other recorded instruments. Each Unit, and the rights of the Owners and Occupants thereof, shall also be subject to and benefited by a nonexclusive easement in favor of the other Units, the Common Elements and the Association for all such utilities, service and systems.

13.8 Emergency Access to Units. In case of emergency, all Units and Limited Common Elements are subject to an easement, without notice and at any time, in favor of fire, police or other public health or safety personnel.

13.9 Other Easements. The Property shall be subject to such other easements as may be authorized by the Association under authority contained in the Governing Documents or the Act or recorded against the Property by reason of the City's requirements in connection with the development of the Property.

13.10 Continuation, Scope and Conflict of Easements. The easements set forth in this Section (i) shall run with the land and shall be appurtenant to the benefited Property, (ii) shall supplement and not limit any easements described elsewhere in this Declaration, or otherwise recorded, (iii) shall be permanent, subject only to termination in

accordance with the terms of the easement, and (iv) shall include reasonable access to the easement areas over and through the Property for purposes of construction, maintenance, repair, replacement and reconstruction. Notwithstanding anything in this Declaration to the contrary, no Owner or Occupant shall be denied reasonable access to his or her Unit or the right to utility services thereto.

13.11 Non Interference; Impairment Prohibited. All Persons exercising easements rights shall do so in a reasonable manner so as not to materially interfere with the operation of the Property or cause damage to the Property, and shall be financially liable for all costs of repair of any part of the Property which is damaged by the Person's exercise of the easement rights. No Person shall impair, obstruct or cause damage to any easement area, or improvements or equipment installed therein. Utilities and related services or systems shall be installed, used, maintained and repaired so as not to interfere with the use and quiet enjoyment of the Units by the Owners and Occupants, nor affect the structural or architectural integrity of the Dwellings or common Element improvements.

13.12 Benefit of Easements. All easements benefiting or burdening a Unit shall benefit or burden the Owners and Occupants of the Unit, and their families and guests. However, an Owner who has delegated the right to occupy the Unit to an Occupant or Occupants, whether by a lease or otherwise, does not have the use and other easements rights in the Property during such delegated occupancy, except (i) as a guest of an Owner or Occupant or (ii) in connection with the inspection of the Unit or recovery of possession of the Unit pursuant to law.

SECTION 14

COMPLIANCE AND REMEDIES

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

14.1 Entitlement to Relief. Legal relief may be sought by the Association, at its discretion, against any Owner, or by an Owner against the Association or another Owner, to enforce compliance with the Governing Documents, the Rules and Regulations, the Act or the decisions of the Association. However, no Owner may withhold any Assessments payable to the Association, nor take or omit other action in violation of the Governing Documents, the Rules and Regulations or the Act, as a measure to enforce such Owner's position, or for any other reason.

14.2 Remedies. In addition to any other remedies or sanctions, expressed or implied, administrative or legal, the association shall have the right, but not the

obligation, to implement any one or more of the following actions against Owners and Occupants and/or their guests, who violate the provisions of the Governing Documents, the Rules and Regulations or the Act:

14.2.1 Commence legal action for damages or equitable relief in any court of competent jurisdiction.

14.2.2 Impose late charges of up to the greater of twenty dollars, or fifteen percent of the amount past due, for each past due Assessment or installment thereof, and impose interest at the highest rate permitted by law accruing beginning on the first day of the month after the Assessment or installment was due.

14.2.3 In the event of default of more than thirty days in the payment of any Assessment or installment thereof, all remaining installments of Assessments assessed against the Unit owned by the defaulting Owner may be accelerated and shall then be payable in full if all delinquent Assessments or installments thereof, together with all attorneys' and other professional fees, costs of collection and late charges, are not paid in full prior to the effective date of the acceleration. Not less than ten days advance written notice of the effective date of the acceleration shall be given to the defaulting Owner.

14.2.4 Impose reasonable fines, penalties or charges for each violation of the Act, the governing Documents or the Rules and Regulations.

14.2.5 Suspend the rights of any Owner or Occupant and their guests to use any Common Element amenities; provided, that the suspension of use rights shall not apply to Limited Common Elements allocated to the Unit, and those portions of the Common Elements providing utilities service and access to the Unit. Such suspensions shall be limited to periods of default by such Owners and Occupants in their obligations under the Governing Documents, and for up to one year thereafter, for each violation.

14.2.6 Restore any portions of the Common Elements, Unit, or Limited Common Elements damaged or altered, or allowed to be damaged or altered, by any Owner or Occupant or their guests in violation of the Governing Documents, and to assess the cost of such restoration against the responsible Owners and their Units.

14.2.7 Enter any Limited Common Element of a Unit in which, or as to which, a violation or breach of the Governing Documents or Rules and Regulation exists which materially affects, or is likely to materially affect, the health or safety of the other Owners or Occupants, or their guests, or the safety or soundness of any Dwelling or other part of the Property or the Property of the Owners or Occupants, and to summarily abate, remove or demolish, at the expense of the offending Owner or Occupant, any structure, thing or condition

which is causing the violation; provided, that any improvements which are a part of a Dwelling may be altered, removed or demolished only pursuant to a court order or with the agreement of the Owner.

14.2.8 Foreclose any lien arising under the provisions of the Governing Documents or under law, in the manner provided by the Governing Documents.

14.3 Rights to Hearing. Before the imposition of any of the remedies authorized by Sections 14.2.4, 14.2.5, 14.2.6 or 14.2.7, the Board shall, upon written request of the offender, grant to the offender an opportunity for a fair and equitable hearing before the Board as contemplated by the Act. The offender shall be given notice of the nature of the violation and the right to a hearing, and ten days within which to request a hearing. The hearing shall be scheduled by the Board and held within thirty days of receipt of the hearing request by the Board, and with at least ten days' prior written notice to the offender. If the offender fails to timely request a hearing or to appear at the hearing, then the right to a hearing shall be deemed waived and the Board may take such action as it deems appropriate. The decision of the Board and the rules for the conduct of hearings established by the Board shall be final and binding on all parties. The Board's decision shall be delivered in writing to the offender within ten days following the hearing, if not delivered to the offender at the hearing.

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

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

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

14.7 Enforcement by Owners. The provisions of this Section shall not limit or impair the independent rights of other Owners to enforce the provisions of the Governing Documents, the Rules and Regulations, and the Act as provided therein.

SECTION 15

AMENDMENTS

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

15.1.1 The Board; and

15.1.2 Owners of Units to which are allocated at least sixty-seven percent of the total votes in the Association.

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

SECTION 16

RIGHTS OF MORTGAGEES

Notwithstanding anything to the contrary in the Governing Documents, but subject to the Act or other laws, Mortgagees shall have the following rights and protections:

16.1 Consent to Subdivision. No Unit may be partitioned or subdivided without the prior written approval of the Owner and the mortgagee thereof, and the Association.

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

16.3 Priority of Lien. Any Person who comes into possession of a Unit by foreclosure of the first mortgage on a Unit, or by deed or assignment in lieu of foreclosure of the first mortgage on a Unit, takes the Unit free of any claims for unpaid Assessments or any other charges or liens imposed against the Unit by the Association which have accrued against such Unit prior to the acquisition of possession of the Unit by said Person; (i) except as provided in Section 6.9 and the Act and (ii) except that any unreimbursed Assessments or charges may be reallocated among all Units in accordance with their Common Expense obligations.

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

16.5 Priority for Condemnation Awards. No provision of the Governing Documents shall give an Owner, or any other party, priority over any rights of the mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Unit and/or the Common Elements.

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

SECTION 17

MISCELLANEOUS

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

17.2 Construction. Where applicable, the masculine gender of any word used herein shall mean the feminine or neutral gender, or vice versa, and the singular of any word used herein shall mean the plural, or vice versa. References to the Act, or any section thereof, shall be deemed to include any statutes amending or replacing the Act, and the comparable sections thereof. Any amendment to the Act shall retroactively apply to the Association and the Property, except as expressly prohibited or qualified by the Governing Documents.

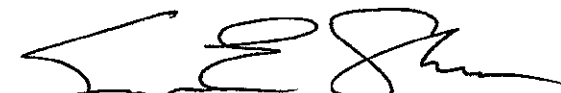
17.3 Notice. Unless specifically provided otherwise in the Governing Documents or the Act, all notices required to be given by or to the Association, the Board, the Association officers, or the Owners or Occupants shall be in writing and shall be effective upon hand delivery, or mailing if properly addressed with postage prepaid and deposited in the United States mail; except that registrations pursuant to Section 2.2 of the Bylaws shall be effective upon receipt by the Association.

17.4 Conflicts Among Documents. In the event of any conflict among the provisions of the Act, the Declaration, the Bylaws or the Rules and Regulations, the Act shall control unless it permits the documents to control. As among the Declaration, the Bylaws and the Rules and Regulations, the Declaration shall control, and as between the Bylaws and the Rules and Regulations, the Bylaws shall control.

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

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

Westwood Village Association,
a Minnesota nonprofit corporation


By: Susan E. Shea
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 21st day of January, 2008, by Susan E. Shea, the President of Westwood Village Association, a Minnesota nonprofit corporation, on behalf of the nonprofit corporation.




NOTARY PUBLIC

THIS INSTRUMENT WAS DRAFTED BY:

SEVERSON, SHELDON, DOUGHERTY &
MOLEND, P.A.

7300 West 147th Street, Suite 600

Apple Valley, MN 55124

(952) 432-3136

(MDK 9120-25099)

COMMON INTEREST COMMUNITY NO. 727

WESTWOOD VILLAGE

EXHIBIT A TO SECOND AMENDED DECLARATION

LEGAL DESCRIPTION OF PROPERTY

Lots 1 through 3, Block 1;
Lots 1 through 8, Block 2;
Lots 1 through 7, Block 3;
Lots 1 through 4, Block 4;
Lots 1 through 6, Block 5;
Lots 1 through 5, Block 6;
Lots 1 through 8, Block 7;
Lots 1 through 6, Block 8; and
Lot 1, Block 9;
all in Westwood Village Townhouses Plat 1, according to the recorded plat thereof,
Ramsey County, Minnesota.

Note: Each of the above-described lots constitutes a Unit, except Lot 1, Block 9.

COMMON INTEREST COMMUNITY NO. 727

WESTWOOD VILLAGE

EXHIBIT B TO SECOND AMENDED DECLARATION

LEGAL DESCRIPTION OF COMMON ELEMENTS

Lot 1, Block 9, Westwood Village Townhouses Plat 1, according to the recorded plat thereof, Ramsey County, Minnesota.

Assessment breakdown estimate for Westwood complex

Items	Location/ Detail		Assn Total	#1	#2	#3	#4	#5
				Unit 2656	Unit 2652	Unit 2640	Unit 2666	Unit 2644
Roof, Gutters, Downspouts, Soffits	Common (1/47th)		\$ 339,732.00	\$ 7,228.34	\$ 7,228.34	\$ 7,228.34	\$ 7,228.34	\$ 7,228.34
Doors (1 Garage, 1 courtyard)	Common (1/47th)		\$ 65,253.00	\$ 1,388.36	\$ 1,388.36	\$ 1,388.36	\$ 1,388.36	\$ 1,388.36
Exterior lights per unit	Common (1/47th)		\$ 20,340.00	\$ 433.00	\$ 433.00	\$ 433.00	\$ 433.00	\$ 433.00
Common Siding (garage walls, courtyards ends, misc walls.	Common (1/47th)		\$ 537,153.07	\$ 11,584.79	\$ 11,584.79	\$ 11,584.79	\$11,584.79	\$11,584.79
Siding (# of levels)	Varies Front/Back: Cost per sq of siding \$461.45		\$ 271,563.32	\$ 6,460.30	\$ 5,768.13	\$ 5,306.68	\$ 4,153.05	\$ 3,230.15
No. of sq. on front/back of units	**Calculation on following page			Fourteen Sq.	Twelve and a half sq	Eleven and a half Sq.	Nine Sq.	Seven Sq.
Permit	Common (1/47th)		\$ 17,860.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00
Disposal	Common (1/47th)		\$ 9,600.00	\$ 205.00	\$ 205.00	\$ 205.00	\$ 205.00	\$ 205.00
Aluminum Wrap	Common (1/47th)		\$ 67,945.50	\$ 1,445.65	\$ 1,445.65	\$ 1,445.65	\$ 1,445.65	\$ 1,445.65
Subtotal			\$ 1,329,446.89	\$ 29,125.44	\$ 28,433.27	\$ 27,971.82	\$26,818.19	\$25,895.29
Building Contingency 20%			\$ 265,889.36	\$ 5,825.09	\$ 5,686.66	\$ 5,594.37	\$ 5,363.64	\$ 5,179.06
Total Amount			\$ 1,595,336.25	\$ 34,950.53	\$ 34,119.93	\$ 33,566.19	\$32,181.83	\$ 31,074.35

*** All Items include labor and material.

Total Amount if Dividied 1/47
More or (Less) than 1/47

\$ 33,943.32

\$ 1,007.21

\$ 176.61

\$ (377.13)

\$ (1,761.49)

\$ (2,868.97)

#1 Unit 2656, 2658, 2660, 2662, 2694, 2696, 2702, 2704, 2706, 2712, 2714, 2718, 2722, 2724, 2726, 2728, 2730, 2734

#2 Unit 2652, 2700, 2708, 2716, 2720, 2732

#3 Unit 2640, 2642, 2646, 2648, 2650, 2654, 2668 2670,2672, 2674, 2676, 2678, 2680,2682, 2686 2688, 2690

#4 Unit 2666, 2664, 2692, 2710

#5 Unit 2644, 2684

Breakdown for the difference of the five unit types.

This shows the calculations for how we arrived at our unit numbers. Length x Width = Square footage. 100 Sq feet equals one square of siding.

Unit 2656 Front $26 \times 17 = 442$ Front of building to the roof line.
Back $26 \times 25 = 650$ Back of building to the roof line.
 $5 \times 35 = 175$ Sides of Chimney to top of chimney.
 $10 \times 6 = 60$ Front and Back of Chimney extending above roof line.
 $8 \times 6 = \underline{48}$ Small chimney on roof.
1375 Total: 14 Sq of siding. (With waste)

Unit 2652 Front $26 \times 17 = 442$ Front of building to the roof line.
Back $26 \times 20 = 520$ Back of building to the roof line.
 $5 \times 30 = 150$ Sides of chimney to top of chimney.
 $10 \times 6 = 60$ Front and Back of chimney extending above roof line.
 $8 \times 6 = \underline{48}$ Small chimney on roof.
1220 Total: 12.5 Sq of siding. (With waste)

Unit 2640 Front $26 \times 17 = 442$ Front of building to the roof line.
Back $26 \times 17 = 442$ Back of building to the roof line.
 $5 \times 27 = 135$ Sides of chimney to top of chimney.
 $10 \times 6 = 60$ Front and back of chimney extending above roof line.
 $8 \times 6 = \underline{48}$ Small chimney on roof.
1127 Total: 11.5 Sq of siding. (With waste)

Unit 2666 Front $26 \times 9 = 234$ Front of building to the roof line.
Back $26 \times 16 = 416$ Back of building to the roof line.
 $5 \times 22 = 110$ Sides of chimney to top of chimney.
 $6 \times 6 = 36$ Front and back of chimney extending above roof line.
 $6 \times 6 = \underline{36}$ Small chimney on roof.
877 Total: 9 Sq. of siding. (With waste)

Unit 2644 Front $26 \times 9 = 234$ Front of building to the roof line.
 $5 \times 9 = 45$ Front entry way jog.
Back $26 \times 9 = 234$ Back of building to the roof line.
 $5 \times 17 = 85$ Sides of chimney to top of chimney.
 $6 \times 6 = 36$ Front and back of chimney extending above roof line.
 $6 \times 6 = \underline{36}$ Small chimney on roof.
670 Total: 7 Sq. of siding. (With waste)

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1639

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
2678, 80, 82, 84, 86, 88 Mackubin St.		0.00	0.00
Westwood Village project; The project consists of tearing off all shingles and replacing them with new GAF 30 year architectural shingles. Tear off all old siding and dispose of. Install new Polar Wall insulated vinyl siding .044" thick siding on all exterior walls. All patio partition walls are hollow under the siding, therefore we will have to sheath them before installing siding. All chimneys will need to be reframed and sheathed. Install all new seamless gutters and 3x4 downspouts. Soffit and fascia system is figured for an aluminum/ steel system. Replace all overhead garage doors and garage door jambs.	0		0.00
Permit cost.	6	380.00	2,280.00
Disposal fee.		1,200.00	1,200.00
Install and supply vinyl siding. Tear off existing vertical cedar siding and dispose of in dumpsters. Install house wrap and tape all seams. Install new Polar Wall Insulated vinyl siding .044" thick on all exterior surfaces where there is currently cedar siding. Flash tops of all windows and doors. Caulk around all openings. Garage included.	152	461.45	70,140.40

THANKS FOR CHOOSING EAGLE SIDING!

Total

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 1 1/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1639

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Install Azek skirt board wherever siding is within six inches of snow shoveling or grass cutting including front entry stair and stoops.	756	8.15	6,161.40
Wrap all end and top caps of petition walls with aluminum coil.	642	3.25	2,086.50
Patio partition walls are currently 2x4 frames with no sheathing on them. We would need to tear off the siding and install sheathing over the 2x4's in order to install the siding. This would not include replacing any rotten framing. We would not be able to see this until we removed the siding. The estimate only includes tearing off the existing siding and re-sheathing with half inch CDX. Chimneys are currently framed with horizontal 2x4' every 3' to 4' up the chimney. There is no sheathing on the chimneys. We would need to tear down the siding and framing of the chimneys. We would then need to install new green treated framing material on the chimney, sheath with 1/2 inch plywood, install house wrap and side over this.		12,732.00	12,732.00
Miscellaneous sheathing.	6	570.00	3,420.00

THANKS FOR CHOOSING EAGLE SIDING!

Total

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 1 1/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1639

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Wrap 2x's on the top of all chimneys.	12	50.00	600.00
Install new 2" x 6" boards on all gable ends and install six inch steel fascia.	426	7.45	3,173.70
Install new aluminum soffits and steel fascia system. Soffits are a center vented soffit for ventilation. We would open up the existing soffits to allow more air flow to travel through the soffit system for proper ventilation.	564	10.75	6,063.00
Install new seamless gutters. All downspouts would be 3'x4'.	534	10.75	5,740.50
Tear off existing shingles on the entire building. Install new 15lb. felt underlayment. Install new ice and water shield. Install new 30 yr. GAF Architectural shingles, valleys, and ridge vent. Install new chimney flashing to shed water.	110	295.85	32,543.50
Install new Thermo Builder overhead garage door. The door is rated for 90 mph wind. Take down existing garage door, replace old track and install new track and new insulated R8.6. raised panel, steel garage door. Bid does not include new opener. Garages are 16' x 7'.	6	903.36	5,420.16
Double garage door wrap	6	90.00	540.00
THANKS FOR CHOOSING EAGLE SIDING!		Total	

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 1 1/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1639

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Wherever railings meet the wall we will remove end spindle and replace with a continuous wood piece wrapped in aluminum. We will then connect railings to this member.	6	35.00	210.00
Wrap all brick mold around doors and windows.	65	79.00	5,135.00
Electrical; Take off existing lights on the back of buildings and one light on the front of garage and replace with new lights. The light in the front of the garage will have a motion sensor devise. Replace exterior outlets with new GFI outlets and install in-use covers. Lights and outlets within the patio area of each unit are not included and would be at an additional cost. This will be required with the electrical permit.	6	433.00	2,598.00
Install galvanized (26 gauge) chimney cap on all chimney chase tops. This does not include replacement of any existing venting materials.	6	805.00	4,830.00
Install new doors to the patio area in the front of each unit. Remove existing door and install new steel door. The doors will have to be pre-cut in order to fit the existing opening.	6	485.00	2,910.00
THANKS FOR CHOOSING EAGLE SIDING!		Total	\$167,784.16

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 1 1/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1640

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
2652, 54, 56, 58, 60, 62, 64, 66 Mackubin St.		0.00	0.00
Westwood Village project: The project consists of tearing off all shingles and replacing them with new GAF 30 year architectural shingles. Tear off all old siding and dispose of. Install new Polar Wall insulated vinyl siding .044" thick siding on all exterior walls. All patio partition walls are hollow under the siding, therefore we will have to sheath them before installing siding. All chimneys will need to be reframed and sheathed. Install all new seamless gutters and 3x4 downspouts. Soffit and fascia system is figured for an aluminum/ steel system. Replace all overhead garage doors and garage door jambs.	0		0.00
Permit cost.	8	380.00	3,040.00
Disposal fee.		1,200.00	1,200.00
Install and supply vinyl siding. Tear off existing vertical cedar siding and dispose of in dumpsters. Install house wrap and tape all seams. Install new Polar Wall Insulated vinyl siding .044" thick on all exterior surfaces where there is currently cedar siding. Flash tops of all windows and doors. Caulk around all openings. Garage included.	199	461.45	91,828.55

THANKS FOR CHOOSING EAGLE SIDING!

Total

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 1 1/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1640

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Install Azek skirt board wherever siding is within six inches of snow shoveling or grass cutting including front entry stair and stoops.	980	8.15	7,987.00
Wrap all end and top caps of petition walls with aluminum coil.	740	3.25	2,405.00
Patio partition walls are currently 2x4 frames with no sheathing on them. We would need to tear off the siding and install sheathing over the 2x4's in order to install the siding. This would not include replacing any rotten framing. We would not be able to see this until we removed the siding. The estimate only includes tearing off the existing siding and re-sheathing with half inch CDX. Chimneys are currently framed with horizontal 2x4' every 3' to 4' up the chimney. There is no sheathing on the chimneys. We would need to tear down the siding and framing of the chimneys. We would then need to install new green treated framing material on the chimney, sheath with 1/2 inch plywood, install house wrap and side over this.		16,336.00	16,336.00
Miscellaneous sheathing.	8	570.00	4,560.00

THANKS FOR CHOOSING EAGLE SIDING!

Total

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 1 1/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1640

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Wrap 2x's on the top of all chimneys.	16	50.00	800.00
Install new 2" x 6" boards on all gable ends and install six inch steel fascia.	530	7.45	3,948.50
Install new aluminum soffits and steel fascia system. Soffits are a center vented soffit for ventilation. We would open up the existing soffits to allow more air flow to travel through the soffit system for proper ventilation.	754	10.75	8,105.50
Install new seamless gutters. All downspouts would be 3'x4'.	720	10.75	7,740.00
Tear off existing shingles on the entire building. Install new 15lb. felt underlayment. Install new ice and water shield. Install new 30 yr. GAF Architectural shingles, valleys, and ridge vent. Install new chimney flashing to shed water.	134	295.85	39,643.90
Install new Thermo Builder overhead garage door. The door is rated for 90 mph wind. Take down existing garage door. replace old track and install new track and new insulated R8.6. raised panel. steel garage door. Bid does not include new opener. Garages are 16' x 7'.	8	903.36	7,226.88
Double garage door wrap	8	90.00	720.00

THANKS FOR CHOOSING EAGLE SIDING!

Total

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 11/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1640

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Wherever railings meet the wall we will remove end spindle and replace with a continuous wood piece wrapped in aluminum. We will then connect railings to this member.	22	35.00	770.00
Wrap all brick mold around doors and windows.	100	79.00	7,900.00
Electrical: Take off existing lights on the back of buildings and one light on the front of garage and replace with new lights. The light in the front of the garage will have a motion sensor devise. Replace exterior outlets with new GFI outlets and install in-use covers. Lights and outlets within the patio area of each unit are not included and would be at an additional cost. This will be required with the electrical permit.	8	433.00	3,464.00
Install galvanized (26 guage) chimney cap on all chimney chase tops. This does not include replacement of any existing venting materials.	8	805.00	6,440.00
Install new doors to the patio area in the front of each unit. Remove existing door and install new steel door. The doors will have to be pre-cut in order to fit the existing opening.	8	485.00	3,880.00
THANKS FOR CHOOSING EAGLE SIDING!		Total	\$217,995.33

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 1 1/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1641

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
2668, 70, 72, 74, 76 Mackubin St.		0.00	0.00
Westwood Village project; The project consists of tearing off all shingles and replacing them with new GAF 30 year architectural shingles. Tear off all old siding and dispose of. Install new Polar Wall insulated vinyl siding .044" thick siding on all exterior walls. All patio partition walls are hollow under the siding, therefore we will have to sheath them before installing siding. All chimneys will need to be reframed and sheathed. Install all new seamless gutters and 3x4 downspouts. Soffit and fascia system is figured for an aluminum/ steel system. Replace all overhead garage doors and garage door jambs.	0		0.00
Permit cost.	5	380.00	1,900.00
Disposal fee.		1,200.00	1,200.00
Install and supply vinyl siding. Tear off existing vertical cedar siding and dispose of in dumpsters. Install house wrap and tape all seams. Install new Polar Wall Insulated vinyl siding .044" thick on all exterior surfaces where there is currently cedar siding. Flash tops of all windows and doors. Caulk around all openings. Garage included.	133	461.45	61,372.85

THANKS FOR CHOOSING EAGLE SIDING!

Total

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 11/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1641

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Install Azek skirt board wherever siding is within six inches of snow shoveling or grass cutting including front entry stair and stoops.	625	8.15	5,093.75
Wrap all end and top caps of petition walls with aluminum coil.	488	3.25	1,586.00
Patio partition walls are currently 2x4 frames with no sheathing on them. We would need to tear off the siding and install sheathing over the 2x4's in order to install the siding. This would not include replacing any rotten framing. We would not be able to see this until we removed the siding. The estimate only includes tearing off the existing siding and re-sheathing with half inch CDX. Chimneys are currently framed with horizontal 2x4' every 3' to 4' up the chimney. There is no sheathing on the chimneys. We would need to tear down the siding and framing of the chimneys. We would then need to install new green treated framing material on the chimney, sheath with 1/2 inch plywood, install house wrap and side over this.		8,768.00	8,768.00
Miscellaneous sheathing.	5	570.00	2,850.00

THANKS FOR CHOOSING EAGLE SIDING!

Total

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 11/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1641

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Wrap 2x's on the top of all chimneys.	10	50.00	500.00
Install new 2" x 6" boards on all gable ends and install six inch steel fascia.	380	7.45	2,831.00
Install new aluminum soffits and steel fascia system. Soffits are a center vented soffit for ventilation. We would open up the existing soffits to allow more air flow to travel through the soffit system for proper ventilation.	471	10.75	5,063.25
Install new seamless gutters. All downspouts would be 3'x4'.	490	10.75	5,267.50
Tear off existing shingles on the entire building. Install new 15lb. felt underlayment. Install new ice and water shield. Install new 30 yr. GAF Architectural shingles, valleys, and ridge vent. Install new chimney flashing to shed water.	96	295.85	28,401.60
Install new Thermo Builder overhead garage door. The door is rated for 90 mph wind. Take down existing garage door. replace old track and install new track and new insulated R8.6. raised panel, steel garage door. Bid does not include new opener. Garages are 16' x 7'.	5	903.36	4,516.80
Double garage door wrap	5	90.00	450.00

THANKS FOR CHOOSING EAGLE SIDING!

Total

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 11/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1641

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Wherever railings meet the wall we will remove end spindle and replace with a continuous wood piece wrapped in aluminum. We will then connect railings to this member.	6	35.00	210.00
Wrap all brick mold around doors and windows.	56	79.00	4,424.00
Electrical: Take off existing lights on the back of buildings and one light on the front of garage and replace with new lights. The light in the front of the garage will have a motion sensor devise. Replace exterior outlets with new GFI outlets and install in-use covers. Lights and outlets within the patio area of each unit are not included and would be at an additional cost. This will be required with the electrical permit.	5	433.00	2,165.00
Install galvanized (26 guage) chimney cap on all chimney chase tops. This does not include replacement of any existing venting materials.	5	805.00	4,025.00
Install new doors to the patio area in the front of each unit. Remove existing door and install new steel door. The doors will have to be pre-cut in order to fit the existing opening.	5	485.00	2,425.00

THANKS FOR CHOOSING EAGLE SIDING!	Total	\$143,049.75
-----------------------------------	--------------	--------------

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 1 1/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1642

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
2714, 16, 18, 20, 22, 24, 26, 28 Mackubin St.		0.00	0.00
Westwood Village project; The project consists of tearing off all shingles and replacing them with new GAF 30 year architectural shingles. Tear off all old siding and dispose of. Install new Polar Wall insulated vinyl siding .044" thick siding on all exterior walls. All patio partition walls are hollow under the siding, therefore we will have to sheath them before installing siding. All chimneys will need to be reframed and sheathed. Install all new seamless gutters and 3x4 downspouts. Soffit and fascia system is figured for an aluminum/ steel system. Replace all overhead garage doors and garage door jambs. Permit cost.	0		0.00
Disposal fee.	8	380.00	3,040.00
Install and supply vinyl siding. Tear off existing vertical cedar siding and dispose of in dumpsters. Install house wrap and tape all seams. Install new Polar Wall Insulated vinyl siding .044" thick on all exterior surfaces where there is currently cedar siding. Flash tops of all windows and doors. Caulk around all openings. Garage included.	198	461.45	91,367.10
THANKS FOR CHOOSING EAGLE SIDING!		Total	

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 1 1/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1642

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Install Azek skirt board wherever siding is within six inches of snow shoveling or grass cutting including front entry stair and stoops.	992	8.15	8,084.80
Wrap all end and top caps of petition walls with aluminum coil.	720	3.25	2,340.00
Patio partition walls are currently 2x4 frames with no sheathing on them. We would need to tear off the siding and install sheathing over the 2x4's in order to install the siding. This would not include replacing any rotten framing. We would not be able to see this until we removed the siding. The estimate only includes tearing off the existing siding and re-sheathing with half inch CDX. Chimneys are currently framed with horizontal 2x4' every 3' to 4' up the chimney. There is no sheathing on the chimneys. We would need to tear down the siding and framing of the chimneys. We would then need to install new green treated framing material on the chimney, sheath with 1/2 inch plywood. install house wrap and side over this.		17,136.00	17,136.00
Miscellaneous sheathing.	8	570.00	4,560.00

THANKS FOR CHOOSING EAGLE SIDING!

Total

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 1 1/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1642

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Wrap 2x's on the top of all chimneys.	16	50.00	800.00
Install new 2" x 6" boards on all gable ends and install six inch steel fascia.	536	7.45	3,993.20
Install new aluminum soffits and steel fascia system. Soffits are a center vented soffit for ventilation. We would open up the existing soffits to allow more air flow to travel through the soffit system for proper ventilation.	756	10.75	8,127.00
Install new seamless gutters. All downspouts would be 3'x4'.	713	10.75	7,664.75
Tear off existing shingles on the entire building. Install new 15lb. felt underlayment. Install new ice and water shield. Install new 30 yr. GAF Architectural shingles, valleys, and ridge vent. Install new chimney flashing to shed water.	135	295.85	39,939.75
Install new Thermo Builder overhead garage door. The door is rated for 90 mph wind. Take down existing garage door, replace old track and install new track and new insulated R8.6. raised panel. steel garage door. Bid does not include new opener. Garages are 16' x 7'.	8	903.36	7,226.88
Double garage door wrap	8	90.00	720.00

THANKS FOR CHOOSING EAGLE SIDING!

Total

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 1 1/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1642

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Wherever railings meet the wall we will remove end spindle and replace with a continuous wood piece wrapped in aluminum. We will then connect railings to this member.	26	35.00	910.00
Wrap all brick mold around doors and windows.	99	79.00	7.821.00
Electrical: Take off existing lights on the back of buildings and one light on the front of garage and replace with new lights. The light in the front of the garage will have a motion sensor devise. Replace exterior outlets with new GFI outlets and install in-use covers. Lights and outlets within the patio area of each unit are not included and would be at an additional cost. This will be required with the electrical permit.	8	433.00	3.464.00
Install galvanized (26 gauge) chimney cap on all chimney chase tops. This does not include replacement of any existing venting materials.	8	805.00	6.440.00
Install new doors to the patio area in the front of each unit. Remove existing door and install new steel door. The doors will have to be pre-cut in order to fit the existing opening.	8	485.00	3.880.00
THANKS FOR CHOOSING EAGLE SIDING!		Total	\$218,714.48

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 11/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1643

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
2700, 02, 04, 06, 08, 10, 12 Mackubin St.		0.00	0.00
Westwood Village project; The project consists of tearing off all shingles and replacing them with new GAF 30 year architectural shingles. Tear off all old siding and dispose of. Install new Polar Wall insulated vinyl siding .044" thick siding on all exterior walls. All patio partition walls are hollow under the siding, therefore we will have to sheath them before installing siding. All chimneys will need to be reframed and sheathed. Install all new seamless gutters and 3x4 downspouts. Soffit and fascia system is figured for an aluminum/ steel system. Replace all overhead garage doors and garage door jambs.	0		0.00
Permit cost.	7	380.00	2,660.00
Disposal fee.		1,200.00	1,200.00
Install and supply vinyl siding. Tear off existing vertical cedar siding and dispose of in dumpsters. Install house wrap and tape all seams. Install new Polar Wall Insulated vinyl siding .044" thick on all exterior surfaces where there is currently cedar siding. Flash tops of all windows and doors. Caulk around all openings. Garage included.	183	461.45	84,445.35

THANKS FOR CHOOSING EAGLE SIDING!

Total

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 11/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1643

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Install Azek skirt board wherever siding is within six inches of snow shoveling or grass cutting including front entry stair and stoops.	873	8.15	7,114.95
Wrap all end and top caps of petition walls with aluminum coil.	698	3.25	2,268.50
Patio partition walls are currently 2x4 frames with no sheathing on them. We would need to tear off the siding and install sheathing over the 2x4's in order to install the siding. This would not include replacing any rotten framing. We would not be able to see this until we removed the siding. The estimate only includes tearing off the existing siding and re-sheathing with half inch CDX. Chimneys are currently framed with horizontal 2x4' every 3' to 4' up the chimney. There is no sheathing on the chimneys. We would need to tear down the siding and framing of the chimneys. We would then need to install new green treated framing material on the chimney, sheath with 1/2 inch plywood, install house wrap and side over this.		14,819.00	14,819.00
Miscellaneous sheathing.	7	570.00	3,990.00

THANKS FOR CHOOSING EAGLE SIDING!

Total

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 1 1/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1643

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Wrap 2x's on the top of all chimneys.	14	50.00	700.00
Install new 2" x 6" boards on all gable ends and install six inch steel fascia.	533	7.45	3,970.85
Install new aluminum soffits and steel fascia system. Soffits are a center vented soffit for ventilation. We would open up the existing soffits to allow more air flow to travel through the soffit system for proper ventilation.	658	10.75	7,073.50
Install new seamless gutters. All downspouts would be 3'x4'.	625	10.75	6,718.75
Tear off existing shingles on the entire building. Install new 15lb. felt underlayment. Install new ice and water shield. Install new 30 yr. GAF Architectural shingles, valleys, and ridge vent. Install new chimney flashing to shed water.	121	295.85	35,797.85
Install new Thermo Builder overhead garage door. The door is rated for 90 mph wind. Take down existing garage door, replace old track and install new track and new insulated R8.6. raised panel, steel garage door. Bid does not include new opener. Garages are 16' x 7'.	7	903.36	6,323.52
Double garage door wrap	7	90.00	630.00
THANKS FOR CHOOSING EAGLE SIDING!		Total	

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 11/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1643

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Wherever railings meet the wall we will remove end spindle and replace with a continuous wood piece wrapped in aluminum. We will then connect railings to this member.	19	35.00	665.00
Wrap all brick mold around doors and windows.	85	79.00	6,715.00
Electrical; Take off existing lights on the back of buildings and one light on the front of garage and replace with new lights. The light in the front of the garage will have a motion sensor devise. Replace exterior outlets with new GFI outlets and install in-use covers. Lights and outlets within the patio area of each unit are not included and would be at an additional cost. This will be required with the electrical permit.	7	433.00	3,031.00
Install galvanized (26 gauge) chimney cap on all chimney chase tops. This does not include replacement of any existing venting materials.	7	805.00	5,635.00
Install new doors to the patio area in the front of each unit. Remove existing door and install new steel door. The doors will have to be pre-cut in order to fit the existing opening.	7	485.00	3,395.00
THANKS FOR CHOOSING EAGLE SIDING!		Total	\$197,153.27

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 11/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1644

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl estimate

Description	Qty	Cost	Total
2640, 42, 44, 46, 48, 50 Mackubin St.		0.00	0.00
Westwood Village project; The project consists of tearing off all shingles and replacing them with new GAF 30 year architectural shingles. Tear off all old siding and dispose of. Install new Polar Wall insulated vinyl siding .044" thick siding on all exterior walls. All patio partition walls are hollow under the siding. therefore we will have to sheath them before installing siding. All chimneys will need to be reframed and sheathed. Install all new seamless gutters and 3x4 downspouts. Soffit and fascia system is figured for an aluminum/ steel system. Replace all overhead garage doors and garage door jambs.	0		0.00
Permit.	6	380.00	2,280.00
Disposal fee.		1,200.00	1,200.00
Install and supply vinyl siding. Tear off existing vertical cedar siding and dispose of in dumpsters. Install house wrap and tape all seams. Install new Polar Wall Insulated vinyl siding .044" thick on all exterior surfaces where there is currently cedar siding. Flash tops of all windows and doors. Caulk around all openings. Garage included.	152	461.45	70,140.40

THANKS FOR CHOOSING EAGLE SIDING!

Total

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 11/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1644

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl estimate

Description	Qty	Cost	Total
Install Azek skirt board wherever siding is within six inches of snow shoveling or grass cutting including front entry stair and stoops.	750	8.15	6,112.50
Wrap all end and top caps of petition walls with aluminum coil.	596	3.25	1,937.00
Patio partition walls are currently 2x4 frames with no sheathing on them. We would need to tear off the siding and install sheathing over the 2x4's in order to install the siding. This would not include replacing any rotten framing. We would not be able to see this until we removed the siding. The estimate only includes tearing off the existing siding and re-sheathing with half inch CDX. Chimneys are currently framed with horizontal 2x4' every 3' to 4' up the chimney. There is no sheathing on the chimneys. We would need to tear down the siding and framing of the chimneys. We would then need to install new green treated framing material on the chimney, sheath with 1/2 inch plywood, install house wrap and side over this.		12,602.00	12,602.00
Miscellaneous sheathing.	6	570.00	3,420.00

THANKS FOR CHOOSING EAGLE SIDING!

Total

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 1 1/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1644

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl estimate

Description	Qty	Cost	Total
Wrap 2x's on the top of all chimneys.	12	50.00	600.00
Install new 2" x 6" boards on all gable ends and install six inch steel fascia.	450	7.45	3,352.50
Install new aluminum soffits and steel fascia system. Soffits are a center vented soffit for ventilation. We would open up the existing soffits to allow more air flow to travel through the soffit system for proper ventilation.	530	10.75	5,697.50
Install new seamless gutters. All downspouts would be 3'x4'.	542	10.75	5,826.50
Tear off existing shingles on the entire building. Install new 15lb. felt underlayment. Install new ice and water shield. Install new 30 yr. GAF Architectural shingles, valleys, and ridge vent. Install new chimney flashing to shed water.	109	295.85	32,247.65
Install new Thermo Builder overhead garage door. The door is rated for 90 mph wind. Take down existing garage door. replace old track and install new track and new insulated R8.6. raised panel, steel garage door. Bid does not include new opener. Garages are 16' x 7'.	6	903.36	5,420.16
Double garage door wrap	6	90.00	540.00

THANKS FOR CHOOSING EAGLE SIDING!

Total

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 11/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1644

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl estimate

Description	Qty	Cost	Total
Wherever railings meet the wall we will remove end spindle and replace with a continuous wood piece wrapped in aluminum. We will then connect railings to this member.	4	35.00	140.00
Wrap all brick mold around doors and windows.	62	79.00	4,898.00
Electrical: Take off existing lights on the back of buildings and one light on the front of garage and replace with new lights. The light in the front of the garage will have a motion sensor devise. Replace exterior outlets with new GFI outlets and install in-use covers. Lights and outlets within the patio area of each unit are not included and would be at an additional cost. This will be required with the electrical permit.	6	433.00	2,598.00
Install galvanized (26 gauge) chimney cap on all chimney chase tops. This does not include replacement of any existing venting materials.	6	805.00	4,830.00
Install new doors to the patio area in the front of each unit. Remove existing door and install new steel door. The doors will have to be pre-cut in order to fit the existing opening.	6	485.00	2,910.00
THANKS FOR CHOOSING EAGLE SIDING!		Total	\$166,752.21

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 1 1/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1646

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
2730, 32, 34 Mackubin St.		0.00	0.00
Westwood Village project; The project consists of tearing off all shingles and replacing them with new GAF 30 year architectural shingles. Tear off all old siding and dispose of. Install new Polar Wall insulated vinyl siding .044" thick siding on all exterior walls. All patio partition walls are hollow under the siding, therefore we will have to sheath them before installing siding. All chimneys will need to be reframed and sheathed. Install all new seamless gutters and 3x4 downspouts. Soffit and fascia system is figured for an aluminum/ steel system. Replace all overhead garage doors and garage door jambs.	0		0.00
Permit cost.	3	380.00	1,140.00
Disposal fee.		1,200.00	1,200.00
Install and supply vinyl siding. Tear off existing vertical cedar siding and dispose of in dumpsters. Install house wrap and tape all seams. Install new Polar Wall Insulated vinyl siding .044" thick on all exterior surfaces where there is currently cedar siding. Flash tops of all windows and doors. Caulk around all openings. Garage included.	96	461.45	44,299.20
THANKS FOR CHOOSING EAGLE SIDING!		Total	

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 1 1/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1646

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Install Azek skirt board wherever siding is within six inches of snow shoveling or grass cutting including front entry stair and stoops.	375	8.15	3,056.25
Wrap all end and top caps of petition walls with aluminum coil.	410	3.25	1,332.50
Patio partition walls are currently 2x4 frames with no sheathing on them. We would need to tear off the siding and install sheathing over the 2x4's in order to install the siding. This would not include replacing any rotten framing. We would not be able to see this until we removed the siding. The estimate only includes tearing off the existing siding and re-sheathing with half inch CDX. Chimneys are currently framed with horizontal 2x4' every 3' to 4' up the chimney. There is no sheathing on the chimneys. We would need to tear down the siding and framing of the chimneys. We would then need to install new green treated framing material on the chimney, sheath with 1/2 inch plywood, install house wrap and side over this.		6,751.00	6,751.00
Miscellaneous sheathing.	3	570.00	1,710.00

THANKS FOR CHOOSING EAGLE SIDING!

Total

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 1 1/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1646

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Wrap 2x's on the top of all chimneys.	6	50.00	300.00
Install new 2" x 6" boards on all gable ends and install six inch steel fascia.	287	7.45	2,138.15
Install new aluminum soffits and steel fascia system. Soffits are a center vented soffit for ventilation. We would open up the existing soffits to allow more air flow to travel through the soffit system for proper ventilation.	280	10.75	3,010.00
Install new seamless gutters. All downspouts would be 3'x4'.	262	10.75	2,816.50
Tear off existing shingles on the entire building. Install new 15lb. felt underlayment. Install new ice and water shield. Install new 30 yr. GAF Architectural shingles, valleys, and ridge vent. Install new chimney flashing to shed water.	57	295.85	16,863.45
Install new Thermo Builder overhead garage door. The door is rated for 90 mph wind. Take down existing garage door, replace old track and install new track and new insulated R8.6. raised panel. steel garage door. Bid does not include new opener. Garages are 16' x 7'.	3	903.36	2,710.08
Double garage door wrap	3	90.00	270.00

THANKS FOR CHOOSING EAGLE SIDING!

Total

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 11/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1646

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Wherever railings meet the wall we will remove end spindle and replace with a continuous wood piece wrapped in aluminum. We will then connect railings to this member.	5	35.00	175.00
Wrap all brick mold around doors and windows.	38	79.00	3,002.00
Electrical: Take off existing lights on the back of buildings and one light on the front of garage and replace with new lights. The light in the front of the garage will have a motion sensor devise. Replace exterior outlets with new GFI outlets and install in-use covers. Lights and outlets within the patio area of each unit are not included and would be at an additional cost. This will be required with the electrical permit.	3	433.00	1,299.00
Install galvanized (26 gauge) chimney cap on all chimney chase tops. This does not include replacement of any existing venting materials.	3	805.00	2,415.00
Install new doors to the patio area in the front of each unit. Remove existing door and install new steel door. The doors will have to be pre-cut in order to fit the existing opening.	3	485.00	1,455.00

THANKS FOR CHOOSING EAGLE SIDING!	Total	\$95,943.13
-----------------------------------	--------------	-------------

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 1 1/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1647

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
2690, 92, 94, 96 Mackubin St.		0.00	0.00
Westwood Village project; The project consists of tearing off all shingles and replacing them with new GAF 30 year architectural shingles. Tear off all old siding and dispose of. Install new Polar Wall insulated vinyl siding .044" thick siding on all exterior walls. All patio partition walls are hollow under the siding, therefore we will have to sheath them before installing siding. All chimneys will need to be reframed and sheathed. Install all new seamless gutters and 3x4 downspouts. Soffit and fascia system is figured for an aluminum/ steel system. Replace all overhead garage doors and garage door jambs.	0		0.00
Permit cost.	4	380.00	1,520.00
Disposal fee.		1,200.00	1,200.00
Install and supply vinyl siding. Tear off existing vertical cedar siding and dispose of in dumpsters. Install house wrap and tape all seams. Install new Polar Wall Insulated vinyl siding .044" thick on all exterior surfaces where there is currently cedar siding. Flash tops of all windows and doors. Caulk around all openings. Garage included.	120	461.45	55,374.00

THANKS FOR CHOOSING EAGLE SIDING!	Total
-----------------------------------	--------------

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 1 1/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1647

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Install Azek skirt board wherever siding is within six inches of snow shoveling or grass cutting including front entry stair and stoops.	502	8.15	4,091.30
Wrap all end and top caps of petition walls with aluminum coil.	484	3.25	1,573.00
Patio partition walls are currently 2x4 frames with no sheathing on them. We would need to tear off the siding and install sheathing over the 2x4's in order to install the siding. This would not include replacing any rotten framing. We would not be able to see this until we removed the siding. The estimate only includes tearing off the existing siding and re-sheathing with half inch CDX. Chimneys are currently framed with horizontal 2x4's every 3' to 4' up the chimney. There is no sheathing on the chimneys. We would need to tear down the siding and framing of the chimneys. We would then need to install new green treated framing material on the chimney, sheath with 1/2 inch plywood, install house wrap and side over this.		8,870.09	8,870.09
Miscellaneous sheathing.	4	570.00	2,280.00

THANKS FOR CHOOSING EAGLE SIDING!	Total
-----------------------------------	--------------

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 11/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1647

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Wrap 2x's on the top of all chimneys.	8	50.00	400.00
Install new 2" x 6" boards on all gable ends and install six inch steel fascia.	326	7.45	2,428.70
Install new aluminum soffits and steel fascia system. Soffits are a center vented soffit for ventilation. We would open up the existing soffits to allow more air flow to travel through the soffit system for proper ventilation.	372	10.75	3,999.00
Install new seamless gutters. All downspouts would be 3'x4'.	352	10.75	3,784.00
Tear off existing shingles on the entire building. Install new 15lb. felt underlayment. Install new ice and water shield. Install new 30 yr. GAF Architectural shingles, valleys, and ridge vent. Install new chimney flashing to shed water.	73	295.85	21,597.05
Install new Thermo Builder overhead garage door. The door is rated for 90 mph wind. Take down existing garage door. replace old track and install new track and new insulated R8.6. raised panel, steel garage door. Bid does not include new opener. Garages are 16' x 7'.	4	903.36	3,613.44
Double garage door wrap	4	90.00	360.00

THANKS FOR CHOOSING EAGLE SIDING!

Total

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 1 1/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1647

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Wherever railings meet the wall we will remove end spindle and replace with a continuous wood piece wrapped in aluminum. We will then connect railings to this member.	8	35.00	280.00
Wrap all brick mold around doors and windows.	48	79.00	3,792.00
Electrical: Take off existing lights on the back of buildings and one light on the front of garage and replace with new lights. The light in the front of the garage will have a motion sensor devise. Replace exterior outlets with new GFI outlets and install in-use covers. Lights and outlets within the patio area of each unit are not included and would be at an additional cost. This will be required with the electrical permit.	4	433.00	1,732.00
Install galvanized (26 gauge) chimney cap on all chimney chase tops. This does not include replacement of any existing venting materials.	4	805.00	3,220.00
Install new doors to the patio area in the front of each unit. Remove existing door and install new steel door. The doors will have to be pre-cut in order to fit the existing opening.	4	485.00	1,940.00
THANKS FOR CHOOSING EAGLE SIDING!		Total	\$122,054.58

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 1 1/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

Unit 2656





Unit 2652





Unit 2640





Unit 2666





Unit 2644



Unit #	Proposed	2009 Value	Cost per Value	more (less)	Sq. Ft.	Cost per sq.	more (less)
2716	34,119.93	\$220,900	\$35,615	\$ 1,495.00	1664	\$37,681.72	\$ 3,561.79
2714	34,950.53	\$220,900	\$35,615	\$ 664.40	1664	\$37,681.72	\$ 2,731.19
2712	34,950.53	\$210,000	\$33,858	\$ (1,092.96)	1588	\$35,960.68	\$ 1,010.15
2710	32,181.83	\$172,200	\$27,763	\$ (4,418.63)	796	\$18,025.63	\$ (14,156.20)
2708	34,119.93	\$220,900	\$35,615	\$ 1,495.00	1664	\$37,681.72	\$ 3,561.79
2706	34,950.53	\$230,200	\$37,114	\$ 2,163.81	1664	\$37,681.72	\$ 2,731.19
2704	34,950.53	\$209,700	\$33,809	\$ (1,141.33)	1588	\$35,960.68	\$ 1,010.15
2702	34,950.53	\$218,100	\$35,164	\$ 212.97	1636	\$37,047.65	\$ 2,097.12
2728	34,950.53	\$225,500	\$36,357	\$ 1,406.05	1664	\$37,681.72	\$ 2,731.19
2726	34,950.53	\$220,900	\$35,615	\$ 664.40	1664	\$37,681.72	\$ 2,731.19
2724	34,950.53	\$231,900	\$37,388	\$ 2,437.90	1664	\$37,681.72	\$ 2,731.19
2722	34,950.53	\$230,200	\$37,114	\$ 2,163.81	1664	\$37,681.72	\$ 2,731.19
2720	34,119.93	\$220,900	\$35,615	\$ 1,495.00	1664	\$37,681.72	\$ 3,561.79
2718	34,950.53	\$222,500	\$35,873	\$ 922.37	1636	\$37,047.65	\$ 2,097.12
2734	34,950.53	\$218,400	\$35,212	\$ 261.34	1636	\$37,047.65	\$ 2,097.12
2732	34,119.93	\$220,900	\$35,615	\$ 1,495.00	1664	\$37,681.72	\$ 3,561.79
2730	34,950.53	\$220,900	\$35,615	\$ 664.40	1664	\$37,681.72	\$ 2,731.19
2700	34,119.93	\$220,900	\$35,615	\$ 1,495.00	1664	\$37,681.72	\$ 3,561.79
2696	34,950.53	\$214,500	\$34,583	\$ (367.45)	1588	\$35,960.68	\$ 1,010.15
2694	34,950.53	\$220,900	\$35,615	\$ 664.40	1664	\$37,681.72	\$ 2,731.19
2692	32,181.83	\$172,200	\$27,763	\$ (4,418.63)	796	\$18,025.63	\$ (14,156.20)
2690	33,566.19	\$220,900	\$35,615	\$ 2,048.74	1664	\$37,681.72	\$ 4,115.53
2688	33,566.19	\$218,500	\$35,228	\$ 1,661.80	1664	\$37,681.72	\$ 4,115.53
2686	33,566.19	\$220,900	\$35,615	\$ 2,048.74	1664	\$37,681.72	\$ 4,115.53
2684	31,074.35	\$163,100	\$26,296	\$ (4,778.31)	800	\$18,116.21	\$ (12,958.14)
2682	33,566.19	\$185,000	\$29,827	\$ (3,739.29)	1239	\$28,057.48	\$ (5,508.71)
2680	33,566.19	\$209,700	\$33,809	\$ 243.01	1588	\$35,960.68	\$ 2,394.49
2678	33,566.19	\$218,400	\$35,212	\$ 1,645.68	1636	\$37,047.65	\$ 3,481.46
2668	33,566.19	\$227,200	\$36,631	\$ 3,064.47	1664	\$37,681.72	\$ 4,115.53
2670	33,566.19	\$186,700	\$30,101	\$ (3,465.20)	1239	\$28,057.48	\$ (5,508.71)
2672	33,566.19	\$217,600	\$35,083	\$ 1,516.70	1664	\$37,681.72	\$ 4,115.53
2674	33,566.19	\$218,400	\$35,212	\$ 1,645.68	1636	\$37,047.65	\$ 3,481.46
2676	33,566.19	\$211,600	\$34,116	\$ 549.34	1588	\$35,960.68	\$ 2,394.49
2666	32,181.83	\$172,200	\$27,763	\$ (4,418.63)	796	\$18,025.63	\$ (14,156.20)
2664	32,181.83	\$167,500	\$27,005	\$ (5,176.39)	796	\$18,025.63	\$ (14,156.20)
2662	34,950.53	\$214,200	\$34,535	\$ (415.81)	1588	\$35,960.68	\$ 1,010.15
2660	34,950.53	\$227,200	\$36,631	\$ 1,680.13	1664	\$37,681.72	\$ 2,731.19
2658	34,950.53	\$231,400	\$37,308	\$ 2,357.28	1692	\$38,315.79	\$ 3,365.26
2656	34,950.53	\$202,800	\$32,697	\$ (2,253.80)	1448	\$32,790.34	\$ (2,160.19)
2654	33,566.19	\$194,700	\$31,391	\$ (2,175.39)	1300	\$29,438.84	\$ (4,127.35)
2652	34,119.93	\$220,900	\$35,615	\$ 1,495.00	1664	\$37,681.72	\$ 3,561.79
2650	33,566.19	\$220,900	\$35,615	\$ 2,048.74	1664	\$37,681.72	\$ 4,115.53
2648	33,566.19	\$185,000	\$29,827	\$ (3,739.29)	1239	\$28,057.48	\$ (5,508.71)
2646	33,566.19	\$216,100	\$34,841	\$ 1,274.86	1632	\$36,957.07	\$ 3,390.88
2644	31,074.35	\$172,500	\$27,812	\$ (3,262.78)	800	\$18,116.21	\$ (12,958.14)
2642	33,566.19	\$209,700	\$33,809	\$ 243.01	1588	\$35,960.68	\$ 2,394.49
2640	33,566.19	<u>\$218,400</u>	\$35,212	\$ 1,645.68	<u>1636</u>	\$37,047.65	\$ 3,481.46
		\$9,895,000				70449	

Total Cost of Project =

\$1,595,336.25

\$0.16 cost per value

\$22.65 Cost per sq.ft.

RESERVE DATA ANALYSIS, INC.

www.RDAmidwest.com

1409 Osborne Road Northeast - Minneapolis, Minnesota 55432
MPLS (612) 616-4817 - TOLL FREE: (866) 780-7943 - FAX: (866) 484-7943
Email: info@RDAmidwest.com



September 1, 2008

Westwood Village One Roseville, Minnesota

Capital Reserve Plan for Major Repairs and Replacements

This long range capital reserve financial plan is based on the findings detailed in the RDA Reserve Study Report™ version 002 dated August 30, 2008 for the association's fiscal year beginning April 1, 2009. The reserve study and report exceeds the National Study Standards of The Community Associations Institute which are recognized and referenced in the Common Interest Auditors Guide published by the American Institute of Certified Public Accountants.

The plan presented here and in the RDA Report™ presumes replacement of all existing Roofing, Siding & Trim, Gutter & Downspout, and Soffit & Fascia by June, 2009 with loan proceeds.

Major Components Included in the Funding Plan:

*Access Lanes (private roadways)	*Driveways	Sidewalk Replacement
Curb Replacement	Roof Replacement	Buildings Exterior Lighting
Swimming Pool Equipment Bldg.	Swimming Pool Equipment	Swimming Pool Furniture
Swimming Pool Refurbishment	Swimming Pool Deck & Fence	Gutters & Downspouts
Siding/Trim Replacement	Soffit & Fascia Replacement	Periodic Landscape Refurbishment
Mailbox Replacement	Retaining Wall Replacement	Storm Sewer Replacement
Subterranean Utility Replacement		

*The Access Lane and Driveway funding includes projected expenditures for periodic chipcoating, periodic section replacements, overlays at 20 years of age and reconstruction at 40 years of age.

Funding Requirements:

The reserve funding plan for future capital improvement/replacement projects uses Cash Flow projections with the goal of maintaining a positive balance in the reserve fund account for the next 30 years. **The initial monthly reserve contribution requirement is \$130.19 per unit per month. This is the minimum amount needed to meet the projected expenditures and fulfill the mandates of state statute 515B.3-114 and the association's governing documents.** This is \$84.19 per unit per month above the association's 2008/09 budgeted rate.

Due to fluctuating interest rates, inflationary changes and the unpredictable nature of the lives of many of the assets, the funding plan must be updated routinely to maintain adequacy. We recommend updates at intervals of about 3 years.

Homeowner's Major Component Responsibilities:

The following major components are not included in the funding plan because they are the responsibility of the individual homeowners rather than the association:

Garage Doors	Courtyard Doors	Unit Entry Doors
Patio Doors	Windows	Decks
Patios		

Reserve Study Report Attachments:

Reserve Component Funding Summary Report:	Summarizes the adequacy of the proposed funding plan.
Component Listing/Summary pages 2-2 & 2-3:	Lists Components, Useful & Remaining lives and current costs.
RDA Summary & Projections pages 2-1 & 2-6:	Funding Parameters, Initial Contributions and 30 year projections.
Charts & Graphs:	Illustrate Expenditures, Contributions and Year End Fund Balance.
Annual Expenditure Detail pages 2-7 thru 2-11:	Details component expenditures in future dollar values.

Thank you,


Gregory L. Pettersen, RS
President



RESERVE COMPONENT FUNDING SUMMARY REPORT

For the fiscal year beginning April 1, 2009

Westwood Village One

Roseville, Minnesota

47 units

1. PROPOSED Baseline Reserve Component Budget:

	Annual Amount	Annual Per Unit (Average)	Monthly Per Unit (Average)
Reserve Component Assessment:	\$73,425.00.00	\$1,562.24	\$130.19

Note: If assessments vary by size or type of unit, the assessment applicable to a specific unit must accompany this document when included as part of a resale disclosure.

2. Based upon the most recent reserve study and other information available to the board of directors, will currently projected reserve account balances be sufficient at the end of each year to meet the association's obligation for major repairs and/or replacement of the Reserve Components during the next 30 years? YES

3. If the answer to #2 is no, list the first year in which an actual cash deficit is projected, the year of peak deficit, and the amount needed to cover the shortfalls:

First Year of Projected Cash Deficit	Amount of Shortfall	Average Cost Per Unit
N/A	N/A	N/A
Year of Peak Projected Cash Deficit	Amount of Shortfall	Average Cost Per Unit
N/A	N/A	N/A

Note: If assessments vary by size or type of unit, the assessment applicable to a specific unit must accompany this document when included as part of a resale disclosure.

4. Funding status for the fiscal year beginning April 1, 2009:

A) *Fully Funded Balance (total accrued depreciation) for reserved components	\$397,242.00
B) Reserve Fund Beginning Balance:	\$122,653.00
C) Total unfunded depreciation liability, where amount on line A is greater than B	\$274,589.00

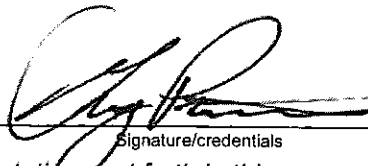
**Fully Funded Balance = Effective Age of Component ÷ Estimated Useful Life X Current Replacement Cost, summed for all components.*

The following issues, if not disclosed, would cause a distortion of the association's condition:

The capital reserve funding plan presumes replacement, before 2010, of several major components using loan proceeds not factored in the client's study. They include: Roofs, Siding & Trim, Gutters and Soffit & Fascia. Homeowners are responsible for their own windows, doors, courtyard and garage doors, patios and decks.

Gregory L. Pettersen

Preparer



Signature/credentials



August 30, 2008

Date

NOTE: The financial representations set forth in this summary are based on information provided by the association and the best estimates of the preparer at the time the summary was prepared. The estimates are subject to change. A copy of the full reserve study report is available for review from the association upon request.

**EXTRACT OF MINUTES OF MEETING
OF THE
CITY COUNCIL OF THE CITY OF ROSEVILLE**

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 21st day of January, 2009, at 6:00 p.m.

The following members were present:

and the following were absent: .

Member introduced the following resolution and moved its adoption:

RESOLUTION No.

**A RESOLUTION IMPOSING IMPROVEMENT FEES IN THE HOUSING
IMPROVEMENT AREA AND
PROVIDING FOR THE COLLECTION OF THE FEES**

WHEREAS, pursuant to Minnesota Statutes Section 428A.13, the Roseville City Council on established by ordinance the Housing Improvement Area; and

WHEREAS, pursuant to proper notice duly given as required by Minn. Stat. 428A.14, the City Council has met and heard and passed upon all objections to the proposed improvement fees in the Housing Improvement Area for improvements made to the residential buildings within the Area and the proposed collection of those fees at the same time and in the same manner as ad valorem taxes; and

WHEREAS, pursuant to Minnesota Statutes Section 428A.18, the effective date of this resolution must be at least 45 days after it is adopted unless 65% of the unit owners have committed in writing not to object to the fee; and

WHEREAS, the City of Roseville expects to reimburse all of the housing improvement expenditures with the proceeds of debt to be incurred by the City; and

WHEREAS, this declaration is made pursuant to Section 1.102-18 of the Income Tax Regulations of the Internal Revenue Service.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Roseville, Minnesota:

20 4. The City Manager shall forthwith transmit a certified duplicate of this assessed
21 improvement fee to the County Property Records and Taxation Division to be extended
22 on the property tax list of the County, and such assessed fees shall be paid over in the
23 same manner as other municipal taxes.

24
25
26 The motion for the adoption of the foregoing resolution was duly seconded by Member

27
28 , and upon a vote being taken thereon, the following voted in favor thereof:

29
30 and the following voted against the same: none.

31
32 WHEREUPON said resolution was declared duly passed and adopted.
33
34
35
36
37
38

WESTWOOD VILLAGE

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS

The Undersigned, BAN-CON, INC., a Minnesota corporation, hereinafter called Developer, and BANKERS MORTGAGE CORPORATION, a Minnesota corporation, Mortgagee; and Whereas, Developer is the owner of real property described in Article II of this Declaration, and desires to create thereon a residential community with permanent parks, playgrounds, open spaces and other common facilities for the benefit of said community, and

Whereas, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities, and to this end desires to subject the real property described in Article II, together with such additions as may thereafter be made thereto, as provided in Article II, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and

Whereas, Developer has deemed it desirable for the efficient preservation of values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and

Whereas, Developer has incorporated, under the laws of the State of Minnesota, as a non-profit corporation, the Westwood Village Association for the purpose of exercising the functions aforesaid,

Declare that the real property described in Article II and such additions thereto as may hereafter be made pursuant to Article II hereof is, and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words, when used in this Declaration, or any supplemental declaration (unless the context shall prohibit), shall have the following meanings:

- a. "Association" shall mean and refer to Westwood Village Association.
- b. "Westwood Village" shall mean and refer to Westwood Village Townhouses Plat 1, and to all such existing properties and additions thereto as are subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

- c. "Common Properties" shall mean and refer to those areas of land shown any recorded subdivision plat of Westwood Village and intended to be devoted to the common use and enjoyment of the owners of Westwood Village.
- d. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of Westwood Village, the exception of Common Properties as heretofore defined.
- e. "Living Unit" shall mean and refer to any portion of a building, including a detached garage or fence situated upon Westwood Village designated and intended for use and occupancy as a residence by a single family.
- f. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon Westwood Village, but notwithstanding any applicable theory of the mortgage shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- g. "Member" shall mean and refer to all Owners who are members of the Association as provided in Article III, Section I, hereof.
- h. "Developer" shall mean and refer to Ban-Con, Inc., its successors and assigns, if such successors or assigns shall acquire more than one undeveloped Lot from the Developer for the purpose of development.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. The real property which is and shall be held, transferred, conveyed and occupied subject to this Declaration is located in the Village of Roseville, County of Ramsey, and State of Minnesota, and is more particularly described as follows: All of Blocks 1,2,3,4,5,6,7,8 & 9, Westwood Village Townhouses Plat 1, according to the plat thereof on file and of record in the office of the Register of Deeds within and for said County. All of which real property shall hereinafter be referred to as "Existing Property".

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

- a. Additions to the Plan of Development. The Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional property in the development; namely, Lot 8, Block 1, Western Hills No. 4, according to the plat thereof on file and of record in the office of the Register of Deeds within and for Ramsey County, State of Minnesota. However, the present Plan of Development shall not bind the Developer, its successors and assigns, to make the proposed additions or to adhere to the Plan in any subsequent development of the land brought under this Declaration.

The additions authorized under this, and the succeeding subsection, shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration shall contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

b. **Other Additions.** Upon approval in writing of the Association pursuant to a vote of its members as provided in its Bylaws, the Owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file of record a supplementary declaration of covenants and restrictions as in subsection (a) hereof.

c. **Mergers.** Upon a merger or consolidation of the Association with another association as provided in its By-Laws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration with the Existing Property, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or additions to the covenants established by this Declaration within the Existing Property, except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of 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. No Owner shall have more than one membership.

Section 2. Voting Rights. The Westwood Village Association shall have two Classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Section 1, with the exception of the Developer. Class A members shall be entitled to one vote for each lot in which the interest required for membership by Section 1. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for each Lot shall be exercised as they, among themselves, determine, and by Association By-Laws, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Developer shall be the sole Class B member. Class B members shall be entitled to 125 votes in the Westwood Village Association. The Class B membership shall cease and terminate upon the happening of either of the following events, whichever first occurs:

- a. When the last Lot within Westwood Village is sold, or
- b. On December 31, 1973.

From and after the happening of either of these events, whichever first occurs, the Class B member shall be deemed to be a Class A member, entitled to one vote for each Lot (as provided for Class A members) in which it holds the interest required for membership under Section 1.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. **Members Easement of Enjoyment.** Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. **Title to Common Properties.** The Developer may retain the title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants for itself, its successors and assigns, that it shall convey the Common Properties to the Association not later than December 31, 1970.

Section 3. **Extent of Members' Easements.** The rights and easements of enjoyment created hereby and the title of the Association to the Common Properties shall be subject to the following:

a. The rights of the Association, in accordance with its Articles of Incorporation and By-laws, to borrow money for the purpose of improving the Common Properties, and in aid thereof to mortgage said properties and the rights of such mortgagee in said properties shall be subordinate to the rights of the Members hereunder; and

b. The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

c. The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and to suspend the said enjoyment rights for any period not to exceed 30 days and to impose a fine not to exceed \$5.00 for each infraction of its published rules and regulations; provided, that nothing contained in this shall be deemed to deny an owner access to and from his Lot or Living Unit located in Westwood Village.

d. The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

e. The right of the Owner of each lot to an exclusive easement on the Common Properties for entrances to a Living Unit or to areas occupied by fireplaces, roof overhangs, balconies, air conditioning compressors, flower boxes, and other appurtenances which are part of the original construction of any living unit, or which are added pursuant to the provisions of Article VIII hereof, and

f. The right of individual Members to the use of parking spaces as provided in Article V hereof; and

g. The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof shall be effective unless an instrument signed by Members entitled to cast three-fourths

of the votes of each class of membership has been recorded agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least 90 days in advance of any action taken; and

h. The rights of the Village of Roseville, Minnesota, to an "open space easement", created by indenture from Developer to said Village dated December 6, 1968, and recorded with this Declaration.

ARTICLE V

PARKING RIGHTS

The Association shall maintain upon the Common Properties certain parking spaces conveniently located for the use of the Members' guests.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer for each lot owned by him within the properties hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed as covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be charged on each lot and shall be a continuing lien on each lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in Westwood Village and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes in Westwood Village, including but not limited to, the payment of taxes, insurance, repair, replacement and additions, and for the cost of labor, equipment, materials, management and supervision.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January 1, 1971, the annual assessment shall be \$192.00 per Lot payable as hereinafter provided. From and after the year beginning January 1, 1971, the annual assessment may be increased by vote of the Members as hereinafter provided for the next three years, the Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year in a lesser amount, provided, however, that the assessment for each Lot owned by the Developer containing an unoccupied Living Unit shall be one-half of the annual assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, 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 or reconstruction, unexpected repair or replacement, of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any assessment shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least 30 days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof for any such period, provided that any change shall have the assent of two-thirds of the vote of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least 30 days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof.

Section 6. Quorum for any Action Authorized under Sections 4 and 5. The Quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows: At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies entitled to cast 60% of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at such subsequent meetings shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than 30 days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement; provided, however, that the annual assessment for each Lot owned by the Developers subsequent to the date fixed by the Board of Directors of the Association upon which there is no completed Living Unit shall commence on the first day of the calendar month subsequent to the date of the annual assessment for each Lot owned by the Developer shall be as provided in Section 3 hereof.

"The first annual assessment shall be made for the balance of the calendar year and shall become due and payable rateably on the first day of each month commencing on the day fixed for commencement as hereinbefore provided. The assessments for any year after the first year shall become due and payable rateably on the first day of each month of said year.

"The amount of annual assessments which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in the year bear to twelve. The same reduction in the amount of the assessment and the method of commencement of assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at such time other than the beginning of any annual assessment period. The due date of any special assessment under Section 4 shall be fixed in the resolution authorizing such assessment."

Section 8. Duties of The Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least 30 days in advance of such date or period and shall in that time prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by an Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an Officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the date specified in Section 7 hereof) then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien on the property which shall bind such properties in the hands of the Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest at the rate of seven (7) per cent per annum and the Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided; and a reasonable attorney's fee to be fixed by the Court, together with the cost of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot.

Section 10. Subordination of Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon a Lot subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of a Lot pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure, such sale or transfer shall not release a Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments charged and lien created hereon:

a. All properties to the extent of any easement or other interest therein dedicated 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.

c. All Common Properties as defined in Article I, Section 1, hereof. Notwithstanding any provision herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI-A

COVENANTS FOR INSURANCE

Section 1. Maintenance of Insurance. Each Owner of any Lot, except the Developer, by acceptance of a Deed therefor, whether or not it shall be expressed in any such Deed or other conveyance covenants to carry, maintain and timely pay the premium or premiums on a policy of fire, extended coverage, vandalism and miscellaneous mischief with all risk endorsement insurance, such insurance to cover a minimum of the entire replacement cost of the Living Unit located on each Lot and to be placed with an insurance company as selected by the Association, provided that such insurance company is authorized to do business in the State of Minnesota. Such policy may be in the form of an endorsement of a master policy and shall be in the name of the Owner and the Association as their respective interests may appear.

Section 2. Waiver of Subrogation. To the extent permitted by the standard Minnesota form of fire and extended coverage insurance and to the extent benefits are paid under such a policy, each Owner and the Association do hereby mutually release each from the other, and their respective officers, agents, employees and invitees, from all claims for damage or destruction of their respective physical properties if such damage or destruction results from one or more perils covered by the Standard Minnesota form of fire and extended coverage insurance.

Section 3. Lien for Premiums. The Association may but shall not be required to make payment of insurance premiums on behalf of any Owner who becomes delinquent in such payment. In the event that the Association does make such payment, then such payment and the cost thereof shall be treated as if it is part of the annual assessment as described in Article VI hereof and shall be a charge on the land a continuing lien on the property for whose benefit such payment is made and also the personal obligation of the Owner of such property at the time when such premium payment is made.

ARTICLE VII

PARTY WALLS

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

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

Section 3. Destruction by Fire or other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability or willful acts or omissions.

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

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

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator and such arbitrator shall choose one additional arbitrator and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

ARTICLE VIII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review by Committee. From and after the completion of construction and sale of each Lot or Living Unit within Westwood Village, no building, fence, wall or other structure shall be commenced, erected or maintained upon such Lot, 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 the 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 or more representatives appointed by the Board. In the event said Board or its designated committee fail to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or in any event if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article shall be deemed to have been fully complied with.

ARTICLE IX

EXTERIOR AND INTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association may provide exterior maintenance upon each Lot and Living Unit which is subject to assessment under Article VI hereof as follows: paint, repair, replace and care for roofs, gutters, downspouts and exterior building surfaces not including glass surfaces.

Section 2. Interior Maintenance. In addition to the maintenance described in Section 1 hereof, the Association may provide interior maintenance upon each Lot and Living Unit which is subject to assessment under Article VI hereof, as follows: Sewers and sewage system, plumbings, heating and air conditioning system and electrical system.

Section 3. Assessment of Cost. The cost of such exterior and interior maintenance shall be assessed against the Lot upon which such maintenance is done and shall be added to and become a part of the annual maintenance assessment or charge to which such Lot is subject under Article VI hereof; and as part of such annual assessment of charge, it shall be a lien or obligation of the owner and shall become due and payable in all respects as provided in Article VI hereof, provided that the Board of Directors of the Association, when establishing the annual assessment against each Lot for any assessment year as required under Article VI hereof, may add thereto the estimated cost of the exterior and interior maintenance for that year, but shall thereafter make such adjustment with the Owner as is necessary to reflect the cost thereof.

Section 4. Access at Reasonable Hours. For the purpose solely of performing the exterior and interior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owners, to enter upon any Lot or Living Unit at reasonable hours at any day.

ARTICLE X

EASEMENTS

Section 1. Extent of Mutual Easements. The rights and easements of enjoyment by the Owner of each Lot and the title of the Owner of such Lot to an exclusive easement on and over every other Lot to entrances and areas occupied by fireplaces, roof overhangs, balconies, air conditioning compressors, flower boxes, use of common utility installations and other appurtenances, which are part of the original construction of any Living Unit on each Lot or which are added pursuant to the provisions of Article VIII hereof.

Section 2. Extent of Association Easements. The rights and easements of enjoyment by the Owner of each Lot and the title of such Lot in said Lot shall be subject to the rights of the Association to an exclusive easement on and over said Lot for the purpose of installation and maintenance of necessary utilities to serve the Common Properties.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Duration. The Covenants, restrictions and easements of this Declaration shall run with and bind the land and shall inure to the benefits of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 20 years from the date of this Declaration is recorded, after which time said covenants, restrictions and easements shall be automatically renewed for successive periods of 10 years.

The Covenants and Restrictions of this Declaration may be amended during the first 20 year period by an instrument signed by not less than 90% of the Lot Owners and thereafter by an instrument signed by not less than 75% of the Lot Owners. Any Amendment must be properly recorded.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants; and failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of to do so thereafter.

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

In Presence Of

Donna M. Larson

BAN-CON, INC.

Joy Meyers

Theodore Glasrud
President

J. A. Worman
Secretary

BANKERS MORTGAGE CORPORATION

Donna M. Larson

Theodore Glasrud
President

Joy Meyers

J. A. Worman
Secretary

Dated this 6th day of December, 1968

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

On this 6th day of December, A.D., 1968 before me a Notary Public within and for said County and State personally appeared Theodore Glasrud and J. A. Warman, who being each by me duly sworn did say that they are respectively the President and Secretary of Ban-Con, Inc., the corporation named in the foregoing instrument; that the corporate seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by the authority of its Board of Directors and said Theodore Glasrud and J. A. Warman acknowledged said instrument to be the free act and deed of said corporation.

Donna M. Larson
Notary Public

Donna Mae Larson
Notary Public, Washington County, MN
My Commission Expires May 29, 1970

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

on this 6th day of December, A.D., 1968, before me a Notary Public within and for said County and State personally appeared Theodore Glasrud and J.A. Warman, who being each by me duly sworn did say that they are respectively the President and Secretary of Bankers Mortgage Corporation, the corporation named in the foregoing instrument; that the corporate seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by the authority of its Board of Directors and said Theodore Glasrud and J.A. Warman acknowledged said instrument to be the free act and deed of said corporation.

Donna M. Larson
Notary Public

Donna Mae Larson
Notary Public, Washington County, MN
My Commission Expires May 29, 1970

OPEN SPACE EASEMENTS AND COVENANTS

THIS INDENTURE, made and entered into this 6th day of December, 1968, by and between BAN-CON INC., a Minnesota corporation, Developer; BANKERS MORTGAGE CORPORATION, a Minnesota corporation, Mortgagee; hereinafter collectively called "grantor"; and the VILLAGE OF ROSEVILLE, hereinafter called "grantee".

WITNESSETH:

Whereas, the said grantor is developing certain real estate for a residential community known as Westwood Village, and

Whereas, the said grantor desires to set aside within said community certain acres as permanent open space, and other common facilities to provide recreation and enjoyment exclusively for residents in said community, and

Whereas, the said grantor has deemed it desirable, for the efficient preservation and enhancement of the values and amenities in said community and to insure the residents' enjoyment of certain rights, privileges and easements in said open space, and common facilities, to create an agency the Westwood Village association, which shall own and maintain said open space and common facilities exclusively for the benefit of the residents in said community, and

Whereas, the said grantor desires to assure the Village of Roseville, Ramsey County, Minnesota, that the open space, and other community areas to be maintained by the Westwood Village Association shall be permanently devoted to recreation and common enjoyment by the residents in Westwood Village and shall not be developed except as hereinafter provided.

NOW THEREFORE, for and in consideration of the promises and the sum of \$1.00 to the grantor in hand paid, receipt whereof is hereby acknowledged, and said grantor hereby grants and conveys unto the grantee, and the grantee hereby accepts an estate, interest and open space easement in the following described areas:

Lot 1, Block 1, Westwood Village Townhouses, Plat 1, an addition to the Village of Roseville, Ramsey County, Minnesota. Said estate, interest and open space easement shall be of the nature and extent hereinafter specified and shall constitute a servitude upon the above described areas which shall result from the restrictions hereby imposed upon the use of said areas and to that end and for the purpose of accomplishing the intent of the parties hereto, said grantor covenants on behalf of itself, its successors and assigns:

1. That no structures of any kind will be placed or erected upon said described areas until application therefor, with plans and specifications of such structures, together with a statement of the purpose for which the structure will be used, has been filed with and written approval obtained from the Village of Roseville, Ramsey County, Minnesota; however, that there shall be reserved to the grantor, its successors and assigns, the right to construct such recreational and service structures, improvements and facilities as are necessary and appropriate to the full enjoyment of such areas by the residents in said community of Westwood Village.

2. In the event that the Westwood Village Association or any successor organization, shall at any time fail to maintain said areas in reasonable order and conditions, the Village of Roseville, Ramsey County, Minnesota, may enter upon said areas and provide the necessary maintenance. The cost of such maintenance shall be defrayed out of assessments which the Westwood Village Association has levied or is entitled to levy pursuant to the covenants recorded contemporaneously herewith and the grantee shall in respect to the costs of such maintenance have the right to levy assessments and to all remedies for collection and enforcement of same; provided, however, that said entry and maintenance by the Village of Roseville, Ramsey County, Minnesota, shall not vest in the public any rights to use the above described open space area and facilities unless and until the same are voluntarily dedicated to the public by the Owners.

TO HAVE AND TO HOLD unto the said Village of Roseville, Ramsey County, Minnesota, its successors and assigns, forever.

IN WITNESS WHEREOF, the grantor and grantee have hereunto set their hands and seal all as of this day and year first written.

BAN-CON, INC.

Joy Meyers

Theodore Glasrud
President

Donna M. Larson

J. A. Worman
Secretary

BANKERS MORTGAGE CORPORATION

Theodore Glasrud
President

Joy Meyers

J. A. Worman
Secretary

Donna M. Larson

VILLAGE OF ROSEVILLE

Attest

R. W. Zumland
Clerk

A. Donald Mall
Mayor

NOTED BY AUDITOR
Thomas J. Kelly