

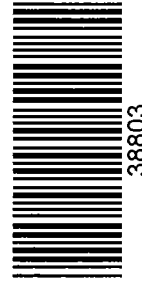
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**OFFICE OF REGISTRAR OF TITLES
STEARNS COUNTY, MINNESOTA**

Document: T38803

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February 20, 2014 9:48 AM



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DIANE GRUNDHOEFER, REGISTRAR OF TITLES

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**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS & EASEMENTS
RIVER LINKS SINGLE FAMILY NEIGHBORHOOD**

THIS DECLARATION of Covenants, Conditions, Restrictions and Easements (the Declaration) is made in Stearns County, Minnesota, on the 13~~4~~ day of February, 2014, by DJP PROPERTIES, INC., a Minnesota Corporation (the Declarant), for the purpose of establishing River Links Single Family Neighborhood as a single-family residential housing community.

WHEREAS, Declarant is the owner of certain real property located in Stearns County, Minnesota, legally described in Exhibit A attached hereto, and Declarant desires to submit said real property and all Improvements thereon (collectively the Property) to this Declaration; and

WHEREAS, there is located adjacent to the Property certain real property legally described in Exhibit B attached hereto (the Additional Real Estate), all or part of which may be added to the Property; and

WHEREAS, Declarant desires to establish on the Property, and any Additional Real Estate added thereto, a plan for a permanent, single-family 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 quality and character of the Property; and

WHEREAS, the Property is not subject to the Minnesota Common Interest Ownership Act, Minnesota Statutes Chapter 515B (MCIOA), by reason of the exemption contained in Section 515B.1-102(e)(2) thereof; and

WHEREAS, the Property and the Association are subject to River Links Master Association, Inc., a Master Association as defined in Section 515B.2-121 of MCIOA, and to the Master Governing Documents as defined herein; and

WHEREAS, it is intended that the Master Association shall exercise certain limited powers on behalf of the Association, as described in the Master Declaration.

THEREFORE, Declarant makes this Declaration and submits the Property to this Declaration as a residential community under the name River Links Single Family Neighborhood, consisting of the Units referred to in Section 2, declaring that this Declaration shall constitute covenants to run with the Property, and that the Property, and all real estate added thereto, shall be owned, used, occupied and conveyed subject to the covenants, restrictions, easements, charges and liens set forth herein and in the Master Declaration, all of which run with the land and 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 shall mean the Minnesota Nonprofit Corporation Act, Minnesota Statutes Chapter 317A, as amended.

1.2 Additional Real Estate shall mean the real property legally described in Exhibit B attached hereto, including all Improvements located thereon now or in the future, and all easement and right appurtenant thereto, which property Declarant may add to the Property.

1.3 Architectural Review Committee or ARC shall mean the permanent committee of the Master Association, created for the purpose of establishing and enforcing criteria for the construction and modification of Improvements on the Property, as provided in the Declaration.

1.4 Assessment shall mean, depending on context, an Assessment levied by the (i) Master Association pursuant to the Master Governing Documents or (ii) the Association pursuant to the Governing Documents.

1.5 Association shall mean River Links Single Family Neighborhood Owners Association, Inc., a Minnesota Nonprofit Corporation created pursuant to Minnesota Statutes, Chapter 317A, whose members consist of all Owners.

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

1.7 Bylaws shall mean the Bylaws governing the operation of the Association, as amended from time to time.

- 1.8 City shall mean the City of Cold Spring, Minnesota.
- 1.9 Common Elements shall mean any parts of the Property except the Units, including all Master Improvements thereon, owned by the Association for the common benefit of the Owners and Occupants. Common Elements are set forth on Exhibit C. Common Elements may be added pursuant to Section 3 of this Declaration.
- 1.10 Common Expenses shall mean 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.
- 1.11 Declarant shall mean and refer to DJP Properties Inc., a Minnesota Corporation, and its successors and assigns, and any person who succeeds to any Declarant Rights.
- 1.12 Declarant Control Period shall mean the time period during which Declarant has the exclusive right to appoint the members of the Board, as provided in Section 15 of this Declaration.
- 1.13 Declarant Rights shall mean those exclusive rights reserved to Declarant as described in Section 15.
- 1.14 Dwelling shall mean a building consisting of one or more floors, designed and intended for occupancy as a detached, 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.
- 1.15 Governing Documents shall mean 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.
- 1.16 Improvements Dwelling, addition, out-building or other structure, enclosure, fence, wall or other visible exterior improvement to a Unit.
- 1.17 Master Association shall mean River Links Master Association, Inc., a Nonprofit Corporation created pursuant to Minnesota Statutes Chapter 317A and Minnesota Statutes Section 515B.2-121, and its successors and assigns. The Master Association is Master Association as defined in MCIOA.
- 1.18 Master Board shall mean the board of directors of the Master Association, which is th8e governing body of the Master Association.
- 1.19 Master Declaration shall mean the Master Declaration for River Links, which is recorded with the Office of the Stearns County Registrar of Titles.

1.20 Master Developer shall mean, collectively, the Master Developer, as defined in the Master Declaration, and its successors and assigns, and any Person who succeeds to any Master Developer Rights as defined in the Master Declaration.

1.21 Master Developer Control Period shall mean and refer to the Master Developer Control Period described in the Master Declaration.

1.22 Master Developer Rights shall mean the exclusive rights reserved to Master Developer to control the Master Association and complete the development of the Development Area, as described in the Master Declaration.

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

1.24 Master Improvement shall mean and refer to all structures or improvements of any kind which the Master Association is obligated to operate or maintain or on or under any pond or wetland bordering the Property, including without limitation any building, wall, fence, sign, enclosure or screening, utilities system, communications system, irrigation system, roadway, pathway, planting, landscaping, grading, or any other type of structure or physical improvement, whether the purpose is decorative or otherwise, and any addition or changes thereto,

1.25 Master Rules shall mean the Rules of the Master Association, as approved from time to time by the Master Board.

1.26 MCIOA shall mean the Minnesota Common Interest Ownership Act, Minnesota Statutes Chapter 515B, as amended.

1.27 Member shall mean all persons who are members of the Association by virtue of being Owners. The words Owner and Member may be used interchangeably in the Governing Documents.

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

1.29 Owner shall mean a Person who owns a Unit, but excluding contract for deed vendors, mortgagees and other parties holding a security interest in a Unit, and Persons holding a remainder interest in a life estate. The term Owner includes, without limitation, contract for deed vendees and holders of life estates.

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

1.31 Plat shall mean the recorded plat or part thereof depicting the Property pursuant to the requirements of Minnesota Statutes Chapter 505, 508 or 508A, as applicable, including any amended Plat or replat recorded from time to time.

1.32 Property shall mean all of the real property now or hereafter subjected to this Declaration, including the Dwelling and all other structures and Improvements located thereon now or in the future. The Property is legally described in Exhibit A attached hereto.

1.33 Rules shall mean the Rules of the Association as approved from time to time pursuant to Section 5.

1.34 Units shall mean 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 Common Elements (if any).

Terms defined in the Master Declaration, and not in this Section, shall have the meaning set forth in the Master Declaration.

SECTION 2 DESCRIPTION OF UNITS AND RELATED EASEMENTS

2.1 Units. There are nine (9) Units, subject to the right of the Declarant to add Additional Units pursuant to Section 16. All Units are restricted exclusively to residential use. Each Unit constitutes a separate parcel of real estate. No additional Units may be created except as permitted by this Declaration, subject to approval by the applicable governmental authorities. The Units are identified on the Plat and on Exhibit A attached hereto.

2.2 Access Easements. Each Unit is the beneficiary of a perpetual appurtenant easement for access to a public street or highway on or across those portions of the Common Elements (if any) designated for use as streets or walkways as shown on the Plat, subject to any restrictions set forth in the Governing Documents, the Rules, the Master Governing Documents or the Master Rules.

2.3 Use and Enjoyment Easements. Each Unit is the beneficiary of perpetual appurtenance easements for use and enjoyment on and across the Common Elements (if any), subject to any restrictions imposed by or pursuant to the Master Governing Documents or the Governing Documents.

2.4 Utility and Maintenance Easements. Each Unit is subject to and is the beneficiary of perpetual appurtenant easements for all services and utilities servicing the other Units and the Common Elements (if any) and for maintenance, repair and replacement as described in Section 9.

2.5 Encroachment Easements. Each Unit is subject to and is the beneficiary of perpetual appurtenant easements for encroachments as described in Section 12.

2.6 Trail Easements. Certain of the Units are subject to trail easements as described in the Master Declaration and other recorded easement instruments.

2.7 Declarant and Master Developer's Easements. Declarant is the beneficiary of easements for construction and sales activities, and related purposes, as described in Section 15, and Master Developer has the easements reserved to it in the Master Declaration.

2.8 Other Easements. The Property is subject to such other easements as may be recorded against it or otherwise shown on the Plat, including without limitation the easements described in the Master Governing Documents.

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

2.10 Impairment Prohibited. No person shall materially restrict or impair any easement benefiting or burdening the Property.

2.11 Benefit of Easements. All easements benefiting a Unit shall benefit 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 easement rights in the Property during such delegated occupancy, except as a guest of an Owner or Occupant, or in connection with the inspection of the Unit or recovery of possession of the Unit from the Occupant pursuant to law.

SECTION 3 COMMON ELEMENTS AND OTHER PROPERTY

3.1 Common Elements. Common Elements (if any) annexed to the Property and their characteristics are as follows:

3.1.1 Any Additional Real Estate annexed by Declarant pursuant to Section 16 or otherwise annexed pursuant to Section 3.2, and not designated as a Unit, constitutes Common Elements. Any Common Elements are owned for the benefit of the Owners and Occupants.

3.1.2 Any Common Elements are subject to (i) easements as described in this Declaration and the Master Governing Documents and (ii) the right of the Association to establish reasonable Rules governing the use of the Property.

3.1.3 Except as otherwise expressly provided in the Governing Documents or the Master Governing Documents, or as agreed in writing by the Board and the Master Board, all maintenance, repair, replacement, management and operation of any Common Elements shall be the responsibility of the Association.

3.1.4 Common Expenses for the maintenance, repair, replacement, management and operation of the Common Elements shall be assessed and collected from the Owners in accordance with Section 6.

3.2 Annexation of Real Property. The Declarant shall have the right to annex Additional Real Estate to the Property pursuant to Section 16. Other real property may also be annexed to the Property as Units or Common Elements, or any combination thereof, and subjected to this Declaration, with the approval of (i) Owners (other than Declarant) of Units to which are allocated at least sixty-seven percent of the votes in the Association, (ii) Declarant so long as Declarant owns any unsold Unit for sale, (iii) the Master Board and (iv) Master Developer, so long as Master Developer owns any unsold Unit for sale or has the unexpired right to add Additional Real Estate. Following the required approvals, the Association shall be authorized to take all actions necessary to complete the annexation, including without limitation the execution and recording of an amendment to this Declaration reflecting the annexation.

3.3. Dedication and Deannexation of Property. Declarant, and the Association with the written consent of the Declarant so long as Declarant owns an unsold Unit for sale or has the unexpired right to add Additional Real Estate, shall have the power to dedicate or convey reasonable portions of the Property owned by it to any governmental entity for roads, right of way, utilities corridors and similar public or quasi-public purposes. The portion of the Property in question shall be automatically released from this Declaration, effective upon such dedication or conveyance, unless otherwise agreed by Master Developer and the governmental entity in question in the recorded instrument of conveyance.

SECTION 4
ASSOCIATION MEMBERSHIP: RIGHTS AND OBLIGATIONS

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

4.1 Membership. Each Owner shall be a member of the Association by reason of Unit ownership, and the membership shall be transferred with the conveyance of the Owner's interest in the Unit. An Owner's membership shall terminate when the Owner's ownership terminates. When more than one Person is an Owner of a Unit, all such

Persons shall be members of the Association, but multiple ownership of a Unit shall not increase the voting rights allocated to such Unit nor authorize the division of the voting rights.

4.2 Voting and Common Expenses. Each Unit is assigned one vote. Common Expense obligations are allocated equally among the Units, subject to the qualifications set forth in Section 6. Such rights and obligations shall be reallocated on the same basis as other Units are annexed to the Property.

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

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 designated pursuant to the provisions of the Bylaws may cast such vote. The voting rights of Owners are more fully described in the Bylaws.

4.5 Membership in Master Association. Pursuant to the Master Governing Documents, the Association is a member of the Master Association, and shall be considered an Owners or Property Owners Association for purposes of Section 515B.2-121 of MCIOA. Membership in the Master Association shall be governed by the following qualifications:

4.5.1 The Association shall have one membership in the Master Association, subject to the qualifications set forth in this Section 4.5. If at any time for any reason the Association is no longer subject to the Master Governing Documents, then the Association's membership shall terminate.

4.5.2 The Property and any real property annexed thereto pursuant to Section 3.2 or Section 16 shall constitute a Neighborhood as described in the Master Declaration.

4.5.3 Rights with respect to the Association's membership in the Master Association shall be exercised by the Board, and the members of the Master Board appointed by the Board, on behalf of the Owners.

4.5.4 Except as expressly provided in the Master Declaration, the Association's membership in the Master Association shall be appurtenant to and shall not

be separated from the Association, and shall be automatically transferred to any successor entity.

4.5.5 No person holding a security interest in any part of the Property shall be a member of the Master Association solely by reason of such interest.

4.6 Representation on Master Board. The Association shall be represented on the Master Board as provided in the Bylaws and the Master Governing Documents.

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 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 and the Act, subject to the exercise of certain powers by the Master Association pursuant to Section 5.2. 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 Powers of Master Association. The Association is a member of the Master Association, which is authorized to exercise certain limited powers on behalf of the Association. Notwithstanding anything to the contrary in the Governing Documents, the following powers shall be exercised by the Master Association:

5.2.1. To maintain (i) the Master Common Area, (ii) certain open spaces, median areas and boundary landscaping in certain public lands located adjacent to the Property, as agreed with the City, (iii) certain common signs and entrance monuments identifying the project.

5.2.2 To control, preserve and enhance the architectural and environmental character of the Property.

5.2.3 To administer and enforce the covenants, conditions, restrictions, and other obligations set forth in the Master Governing Documents and the Master Rules.

5.3.3 All powers are hereby delegated to the Master Association necessary to fulfill the intent of the Master Association as set forth in Section 3.2.3 (et al) of the Master Association Declaration and MCIOA.

The directors elected to the Master Board by the Board shall act as liaisons between the Master Association and the Association, and shall cooperate to ensure that decisions of the Master Board are properly communicated to the Owners and Occupants, and implemented.

5.3 Operational Purposes. The Association shall operate and manage the Property for the purposes of (i) administering and enforcing the Governing Documents, (ii) maintaining, repairing and replacing those properties and Master Improvements (if any) for which the Association is responsible pursuant to Section 9 and (iii) preserving the value and architectural character of the Property.

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

5.5 Bylaws. The Association shall have Bylaws. The Bylaws shall govern the operation and administration of the Association, and shall be binding on all Owners, Occupants and other Persons owning or acquiring any interest in the Property.

5.6 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 such officers and directors of the ultimate responsibility for the performance of their duties as prescribed by the Governing Documents and by law.

5.7 Rules. The Board shall have the authority to approve and implement such reasonable Rules 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 shall not be inconsistent with the Master Governing Documents, the Master Rules or the Governing Documents. The inclusion in other parts of the Governing Documents of authority to approve Rules shall be deemed to be in furtherance, and not in limitation, of the authority granted by this Section. New or amended Rules shall be effective only after reasonable notice thereof has been given to the Owners.

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

SECTION 6 ASSESSMENTS

6.1 General. Assessments shall be assessed and levied against the Units subject to the requirements and procedures set forth in this Section 6, the Master Governing Documents and 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 equally, in accordance with the allocation formula set forth in Section 4.2; provided, that the Board may allocate a reduced share of an annual or special Assessment against those Units which are unoccupied and which are not receiving full services from the Association or Master Association. Limited Assessments under Section 6.4 shall be allocated to Units as set forth in that Section. Master Assessments shall be added to and included in the appropriate Assessments levied by the Association.

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, and the Association's share of Master Assessments for that year, which are to be shared equally by all Units in accordance with the allocation set forth in Section 4.2. Annual Assessments shall be payable in equal monthly, quarterly or annual installments, as directed by the Board. Master Annual Assessments shall be included in the Annual Assessments and shall be levied against the Units promptly following levy by the Master Association.

6.3 Special Assessments. In addition to Annual Assessments, and subject to the limitations set forth hereunder, the Board may levy in any Assessment year a special Assessment against all Units equally in accordance with the allocation formula set forth in Section 4.2, and for the purposes described in the Master Declaration and 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. Any Master Special Assessment shall be levied against the Units promptly following the levy by the Master Association.

6.4 Limited Assessments. In addition to Annual Assessments and Special Assessments, the Board may, at its direction, levy and allocate Limited Assessments among only certain Units in accordance with the following requirements and procedures:

6.4.1 Any Common Expense or portion thereof benefiting fewer than all of the Units may be assessed exclusively against the Unit or Units benefited.

6.4.2 The costs of insurance may be assessed equally, in proportion to the square footage, value or actual cost per Unit; the costs of utilities may be assessed in proportion to usage; and fees for the use of common amenities (if any) may be assessed equally or in proportion to use.

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

6.4.4 Late charges, fines and interest may be assessed as provided in Section 13.

6.4.5 Assessments levied to pay a judgment against the Association may be levied only against the Units existing at the time the judgment was entered, in proportion to those Units' Common Expense liabilities.

6.4.6 If any damage to the Common Elements (if any) or another Unit is caused by the act or omission of any 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.

6.4.7 If any Assessment or installment of an Assessment becomes more than thirty days past due, then the Association may, upon ten days written notice to the Owner, declare the entire amount of the Assessment immediately due and payable in full.

6.4.8 If Common Expense liabilities are reallocated for any purpose, 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 6.4.6 may, at the Board's discretion, be assessed as a part of, or in addition to, other Assessments levied under this Section 6.

6.5 Liability of Owners for Assessments/Declarant Alternative Expense Plan.
The obligation of an Owner to pay Assessments shall be as follows:

6.5.1 The Owner's obligation for payment of assessments shall commence with respect to a Unit at the time at which the Owner acquires title to the Unit.

6.5.2 The Owner at the time an Assessment is payable with respect to that Owner's 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.

6.5.3 The Owner's liability is absolute and unconditional, unless otherwise modified by law or this Declaration. Except as provided in this Section 6, 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 be reason of any claim against the Master Association, the Association or their officers, directors or agents, or for their failure to

fulfill any duties under the Master Governing Documents, the Governing Documents or the Act.

6.5.4 If a Common Expense Assessment has been levied by the Association, all Unit Owners, including the Declarant, shall pay the Assessments levied against their Units, except as follows:

(i) The Declarant hereby establishes an Alternative Expense Plan of the type described in Section 515B.3-1151(a)(2) of MCIOA whereby the Declarant's Common Expense liability, and the corresponding assessment lien against the Units owned by the Declarant, is limited to: (A) paying when due, in similar compliance with section 515B.3-1151(b) of MCIOA, an amount equal to the full share of replacement reserves allocated to Units owned by the Declarant, as set forth in the Association's Annual Budget approved similar to as provided in MCIOA, and (B) paying when due all accrued expenses of the Common Interest Community in excess of the aggregate assessments payable with respect to Units owned by persons other than a Declarant; provided, that the Alternate Common Expense Plan shall not affect a Declarant's obligation similar to make up any operating deficit pursuant to Section 515B.3-1151(a)(2)(iv) of MCIOA, and shall terminate upon the termination of any period of Declarant Control unless terminated earlier similar to Section 515B.3-1151(a)(2)(iii) of MCIOA.

There are no assurances that this Alternative Expense Plan will have any effect on the level of services for items set forth in the Association's budget.

6.6 Assessment Lien. Subject to Section 6.5, the Association has a lien on a Unit for any Assessment levied against that Unit from the time the Assessment becomes due. If an Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment thereof becomes due. Fees, charges, late charges, fines and interest charges imposed by the Association are liens, and are enforceable as Assessments, under this Section 6. Recording of the Declaration constitutes record notice and perfection of any lien under this Section 6, 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.

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

6.8 Lien Priority; Foreclosure. A lien under this Section 6 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.

6.9 Voluntary Conveyances; Statement of Assessments. In a voluntary conveyance of a Unit, the buyer shall not be personally liable for any unpaid Assessments or 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, the seller and the 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 Master Governing Documents 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, as amended from time to time. All covenants, restrictions and obligations set forth in the Master Governing Documents and 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. No Unit nor any part of the Common Elements (if any) may be subdivided or partitioned without the prior written approval of the Master Board, the Owners at an Association meeting, any governmental authorities having jurisdiction over the Property, and any secured parties holding first mortgages on any Units affected. The dedication or de-annexation of a portion of the Property pursuant to Section 3 shall not be deemed a subdivision or partition. Notwithstanding the above, the Declarant shall have the right to subdivide or combine Units pursuant to Section 16.2.

7.3 Residential Use. Except as provided in Section 7.4, the Units shall be used by Owners and Occupants and their guests exclusively as private, single family residential Units. Nothing in this Section 7 shall be deemed to restrict the rental of Dwellings; provided, that such activity shall be conducted in such a manner as to maintain the character of the Property, and shall not unreasonably interfere with the use and enjoyment of the Property by other Owners and Occupants and their invitees.

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 on any Unit or the Common Elements (if any) except:

7.4.1 An Owner or Occupant may maintain a home occupation in a Unit and handle matters relating to such home occupation by telecommunications or correspondence therefrom, but only if the use (i) is incidental to the residential use of the Unit, (ii) does not involve physical alteration of the Unit visible from the exterior of the Unit, (iii) does not involve any observable business activity such as signs, advertising displays, frequent deliveries, or use of the Unit by customers or employees, and (iv) complies with any additional requirements contained in the Rules and the Governing Documents, or in any governmental laws, codes, rules, statutes and ordinances.

7.4.2 Notwithstanding anything to the contrary in Section 7, a small, Owner-operated day care facility may be operated in a Dwelling if the facility is licensed with the State of Minnesota and approval by the City (if required).

7.4.3 Declarant or Master Developer, or a builder authorized by one of them, may maintain offices, sales facilities, model homes and other business facilities on the Property in connection with the exercise of its construction or sales activities.

7.5 Delegation of Use. An Owner may delegate, in accordance with the Master Governing Documents and the Governing Documents, the Owner's right of use and enjoyment of the Unit to persons living in the Unit pursuant to a legal right of possession; provided, that such persons shall be subject to the Master Governing Documents, the Governing Documents and the Rules.

7.6 Vehicles, Trailers, Watercraft and Other Personal Property. The outside storage, parking, repair or restoration of passenger vehicles, trucks, trailers, motor homes, watercraft, snowmobiles, recreational vehicles and other personal property is subject to regulation by the Master Board through the Master Rules. Notwithstanding the foregoing, no commercial vehicle, trailer or equipment shall be parked, stored, or kept outside any Dwelling, except for temporary parking by construction vehicles or delivery vehicles.

7.7 Traffic Regulations. All vehicular traffic on the Property shall be subject to federal, state and local laws and regulations. All vehicles operated on the Property shall be operated in a careful, prudent, and safe manner; and with due consideration for the rights of all Owners and Occupants.

7.8 Pets. Only dogs, cats, small birds and fish, and other animals generally recognized as domestic pets (collectively referred to as Pets) may be kept on the Property, subject to the conditions set forth in this Section.

7.8.1 Rules may be adopted by the Association to regulate Pets on the Property.

7.8.2 Pets shall be kept solely as domestic household Pets and/or as statutorily authorized Service Animals used by handicapped persons, and not for any other purpose. No animal of any kind shall be raised or bred, or kept for business or commercial purposes by any Person upon any part of the Property.

7.8.3 No Pet shall be allowed to make an unreasonable amount of noise, nor to become a nuisance or a threat to the safety of others.

7.8.4 Pets may be housed only within the Dwellings or structures approved by the ARC or allowed by the Rules. No structure, fence or enclosure for the care, housing or confinement of any Pet shall be constructed or maintained on any part of the Property, except as approved pursuant to Section 8.

7.8.5 Pets shall be under control at all times when outside the Dwelling.

7.8.6 An Owner shall be liable to the Association for the cost of repair of any damage to the Property, or the expenses associated with any personal injury, caused by animals kept within that Owner's Unit.

The word Animal shall be construed in its broadest sense and shall include all living creatures except humans.

7.9 Quiet Enjoyment; Interference Prohibited. All Owners and Occupants and their guests shall have a right of quiet enjoyment in their respective Units. The Property shall be occupied and used in such a manner as will not cause a nuisance, nor unduly restrict, or interfere with the use and quiet enjoyment of the Property by other Owners and Occupants and their invitees.

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 Master Association, the Association or any Owner or Occupant.

7.11 Improvements. Except for those made by Declarant or authorized builders in connection with the sale of a Unit or construction of the first Dwelling thereon, no Improvements (as defined in Section 8) shall be made, or caused or allowed to be made, in any part of the Common Elements (if any), or in any part of a Unit which is visible from the exterior of the Unit, without approval pursuant to Section 8.

7.12 Ponds, Wetlands and Trees. Ponds, marshes, wetland areas, vegetation and trees, whether located on a Unit or on Common Elements (if any), and whether natural or otherwise, shall be maintained in substantially the same condition as originally

established, subject only to (i) changes authorized by the Master Association consistent with all statutes, requirements, rules and regulations imposed on such areas and items by governmental authorities having jurisdiction over the Property and (ii) the prior approval of any such governmental authorities, if required. No cutting, mowing, trimming, draining, dredging or other alteration of such areas and items shall be permitted, except as authorized by this Section 7.12, it being the intention that such areas and items remain and be maintained in a substantially natural condition, and subject to natural changes. Wetlands and Stormwater Ponds which the Master Association is obligated to monitor pursuant to the Master Declaration shall be subject to the exclusive control of the Master Association.

7.13 Time Share Ownership. No Unit may be sold under or subjected to any time-sharing, time-interval or similar right-to-use programs.

7.14 Access to Units. In case of emergency, all Units (except the Dwelling located thereon) are subject to entry, without notice at any time, by an officer or member of the Board and by the management agent of the Association. In case of an emergency, the entire Unit is subject to entry without notice by any public safety personnel. Reasonable access is also authorized for maintenance purposes under Sections 9 and 12 and for enforcement purposes under Section 13.

SECTION 8 ARCHITECTURAL STANDARDS

8.1 Architectural Standards. One of the purposes of this Declaration is to ensure that the Units and exteriors of the Dwellings located thereon be kept architecturally attractive in appearance. Therefore, except as expressly provided in Section 7 of this Declaration or the Master Declaration, no Dwelling, addition, out-building or other structure, enclosure, fence, wall or other visible exterior improvement to a Unit (collectively referred to as Improvements), 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 Improvements shall have been approved in writing by the Architectural Review Committee (ARC) established and administered pursuant to the Master Declaration. Applications for approval of Improvements shall be submitted to the ARC in accordance with the procedures established by the Master Declaration. Notwithstanding the foregoing, the Declarant and the Master Developer's written consent shall also be required for Improvements so long as Declarant or Master Developer owns a Unit for sale, or has the unexpired right to subject Additional Real Estate to this Declaration or the Master Declaration as the case may be.

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

8.3 Subdivision. No Unit shall be subdivided or split by any means whatsoever into any greater number of residential Units, nor into any residential plots of smaller size without the express written consent of the Declarant during the period of Declarant Control and thereafter by the ARC.

8.4 Standards. All uses of the Units shall, as a minimum, comply with the zoning and other applicable ordinances and regulations of the City of Cold Spring. The standards herein contained shall be considered as requirements in addition to said zoning and other applicable ordinances and regulations.

SECTION 9 MAINTENANCE

9.1 Maintenance by Owner. Subject to Section 9.2, all maintenance of a Dwelling, Unit and all Improvements located within the Unit shall be the sole obligation and expense of the owner thereof. The Association may require that the exterior maintenance required to be performed by the Owner be done pursuant to reasonable, uniform criteria established by the Association.

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

9.2 Maintenance by Association. The Association may be required to maintain certain Common Areas or City Property as may be required by City Ordinance. Except as otherwise required in this Declaration or the Master Declaration, the Association shall not be obligated to maintain any part of the Property; however, if approved by at least two-thirds of the Owners' votes at a meeting of the Association, the Association may undertake maintenance of landscaping, lawns, walks and driveways located within the Units and not maintained by the Master Association.

SECTION 10
INSURANCE

10.1 Required Coverage. If deemed prudent, the Association shall obtain and maintain 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:

10.1.1 The Association may obtain and maintain a master policy or policies of insurance in accordance with the insurance requirements set forth herein, issued by a reputable insurance company or companies authorized to do business in the State of Minnesota, as follows:

10.1.2 Property insurance in broad form covering all risks of physical loss in an amount equal to one hundred percent of the insurable replacement cost of Master Improvements (if any) which the Association is obligated to maintain, less deductibles, exclusive of land and other items normally excluded from coverage. The policy or policies shall cover personal property owned by the Association.

10.1.3 Comprehensive public liability insurance covering the use, operation and maintenance of land or Master Improvements which the Association is obligated to maintain, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, against claims for death, bodily injury and property damage, and such other risks as are customarily covered by such policies for projects similar in type, location and use to the Property. The policy shall, if reasonably available, 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 and Occupants.

10.1.4 Insurance coverage against dishonest acts on the part of directors, officers, managers, trustees, employees or other persons responsible for handling funds belonging to or administered by the Association, if deemed to be advisable by the Board or required as a precondition to the purchase, insuring or financing of a mortgage on a Unit. The insurance shall name the Association and the Master Association as insureds.

10.1.5 Worker's Compensation insurance as required by law.

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

10.2 Premiums; Improvements; Deductibles. All insurance premiums shall be assessed and paid as Annual Assessments, and allocated among the Units as determined by the Board consistent with the Governing Documents. The Association may, in the case of a claim for damage or personal injury with respect to Master Improvements (if any) which the Association maintains (i) pay the deductible amount as a Common

Expense, (ii) assess the deductible amount against the Units affected in any reasonable manner, or (iii) require the Owners of the Units affected to pay the deductible amount directly.

10.3 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 mortgagees 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.

10.4 Required Policy Provisions. All policies of property insurance carried by the Association shall, if such provisions are reasonably available, provide that:

10.4.1 Each Owner and Unit mortgagee is an insured Person under the policy with respect to liability arising out of the Owner's interest or membership in the Association.

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

10.4.3 No act or omission by any Owner or mortgagee of a Unit, unless acting within the scope of authority on behalf of the Association, shall void the policy or be a condition to recovery under the policy.

10.4.4 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 insurance.

10.5 Cancellation Notice of Loss. All policies of property insurance and comprehensive liability insurance maintained by the Association shall provide that the policies shall not be cancelled or substantially modified, for any reason, without at least thirty days' prior written notice to the Master Association, Association, and all the insureds.

10.6 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.

10.7 No Contribution. All policies of insurance maintained by the Association shall be the primary insurance when there is other insurance in the name of the Owner covering the same property, and may not be brought in to contribution with any insurance

purchased by Owners; provided, that nothing in this Section 10 shall be construed to mean that the Association is liable for, or must maintain insurance covering, events occurring on an Owner's Unit.

10.8 Effect of Acts Not Within Association's Control. All policies of insurance maintained by the Association shall provide that the coverage shall not be voided by or conditioned upon the failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has not control.

10.9 Owner's Personal Insurance. Each Owner is advised to obtain personal insurance coverage at his or her own expense covering fire and other casualty to the Owner's Dwelling and other insurable Improvements located within the Owner's Unit, and public liability insurance covering the Owner's Unit. All insurance policies maintained by Owners shall, if possible, provide that they are without contribution as against any insurance purchased by the Association.

SECTION 11 RECONSTRUCTION, CONDEMNATION AND EMINENT DOMAIN

11.1 Reconstruction. In the event a casualty on or to any portion of the Property, the obligations and procedures for the repair, reconstruction or disposition of the damaged Improvements shall be governed by the following provisions:

11.1.1 All repair and reconstruction of the damaged Improvements shall be commenced by the Owner promptly following the casualty and shall be carried through diligently to conclusion.

11.1.2 All repair and reconstruction shall be approved pursuant to Section 8. The repair and reconstruction by the Owner shall be in accordance with the requirements of all applicable zoning, subdivision, building, and other governmental regulations.

11.1.3 Notice of substantial damage or destruction to any portion of the Property shall be promptly given by the Owner to the Association.

11.1.4 Notwithstanding the foregoing, all such repair and reconstruction need not be undertaken if the Association, the Owner and the Owner's mortgagee agree in writing that the damaged Improvements need not be repaired and reconstructed. If such an agreement is made, the ruins and debris of any damaged Improvements or vegetation shall promptly be cleared away and the damaged portion of the Property shall be left in an orderly, safe and sightly condition.

11.2 Condemnation and Eminent Domain. In the event of a taking of any part of the Common Elements (if any) by condemnation or eminent domain, 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 mortgagees, as their interests may appear. With respect to the taking of all or part of a Unit, the Owner shall negotiate and settle all claims, subject to the rights of any mortgagee of the Unit.

SECTION 12 EASEMENTS

Each Unit and the Common Elements (if any), and the rights of the Owners and Occupants therein, shall be subject to (i) the appurtenant easements and rights granted and reserved in the Master Declaration and (ii) the appurtenant easements and rights granted and reserved in this Section 12.

12.1 Easements for Encroachments. If there is a minor encroachment by a Dwelling, or other Improvement onto another Unit or the Common Elements (if any) as a result of the construction, reconstruction, repair, shifting, settlement or movement of any part of the Property, an appurtenant easement for the encroachment, for the use, enjoyment and habitation of the encroaching Dwelling or other Improvement, and for the maintenance thereof, shall exist; provided, that with respect to Improvements added pursuant to Section 8, no easement shall exist unless the same have been approved, and the proposed Improvements constructed, as required by this Declaration. Such easements shall continue for as long as the encroachment exists and shall not affect the marketability of title.

12.2 Easement for Maintenance, Repair, Replacement and Reconstruction. Each Unit, and the rights of the Owners and Occupants thereof, are subject to the rights of the Master Developer, Declarant, Association and the Master Association to an exclusive, appurtenant easement on and over the yard areas of Units and Common Elements for the purposes of access to and maintenance, repair, replacement and reconstruction of utilities and other common infrastructure Master Improvements serving more than one Unit, to the extent necessary to fulfill the Association's or Master Association's obligations.

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

and the Owners and Occupants, nor affect the structural or architectural integrity of the Units or Dwellings.

12.4 Emergency Access to Units. In case of emergency, all Units except the Dwelling are subject to an easement for access, without notice and at any time, by officers or members of the Board and the Master Board and by the Association's management agents, or by any public safety personnel who shall have access to the entire Unit, including the Dwelling.

12.5 Project Easements. Declarant and Master Developer shall have the right to erect and maintain monument signs identifying River Links (et. al.) and related decorative Master Improvements on certain Units, on the Common Elements (if any), and on adjoining City-owned land if permitted by the City. Those parts of the Property (if any) on which monument signs or related decorative Master Improvements are located are subject to appurtenant, exclusive easements in favor of the Association or Master Association for the continuing use, maintenance, repair and replacement of said signs and related Master Improvements. Any Person exercising the rights granted under said easements shall take reasonable care to avoid damaging the Improvements to the Property and shall repair any damaged caused by it.

12.6 Continuation, Scope and Conflict of Easements. 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. The easements set forth in this Section shall supplement and not limit any easements described elsewhere in this Declaration or the Master Declaration, or otherwise recorded, and shall include reasonable access to the easement areas through the yard areas of Units and Common Elements (if any) for purposes of maintenance, repair, replacement and reconstruction. In the event of a conflict between the easements and rights provided by this Section and by the Master Declaration, the Master Declaration shall control.

12.7 Perpetual Easement. Unless limited herein all easements granted shall be perpetual in nature and run with the land.

12.8 Declarant Easements. Declarant is granted easements for access, utilities and drainage over the Common Elements and yard area of the Units for the purpose of exercising of Declarant's Rights as set forth in Section 15.

SECTION 13 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 Master Governing Documents, the Governing Documents, the Rules and the Master Rules, and such amendments thereto as may be made from time to time, and the decisions of the Association and the Master Association with respect to matters over which each has authority.

13.1 Entitlement to Relief. The Association may commence legal action to recover sums due, for damages, for injunctive relief or to foreclose a lien owned by it, or any combination thereof, or an action for any other relief authorized by the Governing Documents or available at law or in equity. Legal relief may be sought by the Association against any Owner, or by an Owner against the Association or another Owner, to enforce compliance with the Governing Documents, the Rules, the Act or the decisions of the Association. However, no Owner may withhold any Assessments payable to the Association, or take or omit other action in violation of the Governing Documents, the Master Governing Documents, the Rules, the Master Rules or the Act, as a measure to enforce such Owner's position, or for any other reason. The Master Association may also exercise the rights and remedies granted or reserved to it by the Master Governing Documents.

13.2 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 or the Act:

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

13.2.2 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 first month after the Assessment or installment was due.

13.2.3 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' 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.

13.2.4 Impose reasonable fines, penalties or charges for each violation of the Governing Documents or the Rules.

13.2.5 Suspend the rights of any Owner or Occupant and their guests to use any Common Element amenities (if any); provided, that the suspension of use rights shall not apply to deck, balcony, porch, patio or easements appurtenant to the Unit, and those portions of the Common Elements (if any) providing utility 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 thirty days thereafter, for each violation.

13.2.6 Restore any portions of the Common Elements (if any) 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.

13.2.7 Foreclose any lien arising under the provisions of the Governing Documents or under law, in the manner provided by the Governing Documents and as provided for the foreclosure of Mortgagee by action on or under a Power of Sale by advertisement.

13.3 Rights to Hearing. Before the imposition of any of the remedies authorized by Sections 13.2.4 through 13.2.5, the Board shall, upon written request of the offender, grant to the offender an opportunity for a fair and equitable hearing. The Association shall give to the offender written notice of the nature of the violation and the right to a hearing, and the offender shall be given at least 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.

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

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

or costs shall be the personal obligation of such Owner and shall be a lien against such Owner's Unit.

13.6 Liability for Owners' and Occupants' Acts. An Owner shall be liable for the expense of any maintenance, repair or replacement of any part 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. However, 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.

13.7 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 or the Act as provided therein.

SECTION 14 AMENDMENTS

14.1 Approval Requirements. Except for amendments by Declarant pursuant to Section 16, this Declaration may be amended only by the approval of:

14.1.1 Owners who have the authority to cast at least sixty-seven percent of the total votes in the Association.

14.1.2 The Master Board as to any amendment which affects the Association's relationship to the Master Association, or any rights or obligations relating to the Master Association.

14.1.3 Declarant and Master Developer as to certain amendments as provided in Section 15 and the Master Declaration.

14.2 Procedures. Approval of the Owners may be obtained in writing or at a meeting of the Association duly held in accordance with the Bylaws. Other required approvals shall be in writing. Any amendment shall be subject to any greater requirements imposed by the Master Governing Documents or the Act. The amendment shall be effective when recorded in the office of the appropriate recording office in the county in which the Property is located. 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 15
DECLARANT RIGHTS

Declarant hereby reserves the exclusive authority to exercise the following rights for as long as it owns a Unit or has an unexpired right to add Additional Real Estate, or for any shorter period indicated:

15.1 Complete Improvements. To complete all the Dwellings and other Improvements and Master Improvements included in Declarant's development plans or allowed by the Declaration or Master Declaration, and to make Improvements and Master Improvements in the Units and Common Elements (if any) to accommodate the exercise of any Declarant rights.

15.2 Sales Facilities. To construct, operate and maintain a sales office, management office, model Dwellings and other development and sales facilities with the Common Elements (if any), and within any Units owned by Declarant or authorized builders from time to time.

15.3 Signs. To erect and maintain signs and other sales displays offering the Units for sale or lease, in or on any Unit owned by Declarant or authorized builders, and on the Common Elements (if any).

15.4 Easements. To have and use easements, for itself, its employees, contractors, builders, representatives, agents and prospective purchasers through and over the Common Elements (if any) and the yard areas of the Units for the purpose of exercising its rights under this Section.

15.5 Control of Association. To control the operation and administration of the Association, including without limitation the power to appoint and remove the members of the Board, until the earliest of: (i) voluntary surrender of control by Declarant, (ii) the date five (5) years following the date of the first conveyance of a Unit to an Owner other than Declarant, or (iii) The conveyance of seventy-five percent (75%) of the Units to Unit Owners, other than a Declarant. The Board shall call a meeting of the Unit Owners in like manner as set forth in Section 515B.3-103 of MCIOA.

15.6 Consent to Certain Amendments. Declarant's written consent shall be required for any amendment to the Governing Documents or Rules which affect Declarant's rights under the Governing Documents. The consent of Master Developer shall also be required as to certain matters referred to in the Master Declaration.

15.7 Additional Real Estate. Declarant may unilaterally add part or all of the Additional Real Estate to the Property pursuant to Section 16.

SECTION 16
RIGHTS TO ADD ADDITIONAL REAL ESTATE,
RELOCATE BOUNDARIES AND SUBDIVIDE UNITS

16.1 Declarant's Rights to Add Additional Real Estate. Declarant reserves the exclusive authority to add the Additional Real Estate to the Property, by executing (together with any other owner of the parcel) and recording an amendment to this Declaration adding such Additional Real Estate, subject to the following conditions:

16.1.1 The right of Declarant to add the Additional Real Estate to the Community shall terminate ten years after the date of recording of this Declaration or upon earlier express written withdrawal of such right by Declarant or a successor Declarant, unless extended by a vote of sixty-seven percent (67%) the Owners. There are no other limitations on Declarant's rights hereunder, except as may be imposed by law.

16.1.2 The Additional Real Estate is described in Exhibit B, and may include up to one hundred fifty-six (156) additional Single-Family Units. The Additional Real Estate may be added to the Property in parcels consisting of one or more platted lots, or portions thereof. Declarant makes no representation as to the actual number of Units that may be platted from the Additional Real Estate. Creation by Declarant will depend on demand and market conditions.

16.1.3 There are no assurances as to the times at which any part of the Additional Real Estate will be added to the Property, the order in which it will be added, the number of parcels per phase nor the size of the parcels. Declarant has no obligation to add the Additional Real Estate to the Property. The Additional Real Estate may be developed by Declarant or its affiliates or successors in interest for other purposes, subject only to approval by the appropriate governmental authorities.

16.1.4 All Units that are added from the Additional Real Estate shall be restricted exclusively to residential use.

16.1.5 The provisions of this Declaration affecting the use, occupancy and alienation of Units shall apply to all Units created on the Additional Real Estate.

16.1.6 An amendment to the Master Declaration subjecting the Additional Real Estate to the Master Declaration shall be recorded upon or before the recording of the amendment to this Declaration adding the Additional Real Estate.

16.2 Rights to Relocate Boundaries, Subdivide Units and Alter Common Elements. Unit boundaries may be relocated and additional Units may be created by the subdivision of a Unit into two or more Units or two or more Units may be combined, by Declarant, Units may be created from Common Elements and Common Elements from Units subject (i) to approval by the municipality in which the Property is located and (ii) to the requirements of the Master Declaration.

16.3 Subject to City Ordinance. The relocation, combination, conversion or subdivision shall be for the purposes consistent with those set forth in the Governing Documents for River Links and City Ordinance.

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 MCIOA, or any section thereof, shall be deemed to include any statutes amending or replacing the Act or MCIOA, and the comparable sections thereof.

17.3 Tender of Claims. In the event that any incident occurs which could reasonably give rise to a demand by the Association against Declarant for indemnification pursuant to the Act, the Association shall promptly tender the defense of the action to its insurance carrier, and give Declarant written notice of such tender, the specific nature of the action and an opportunity to defend against the action.

17.4 Notices. Unless specifically provided otherwise in the Master Governing Documents, the Governing Documents or the Act, all notices authorized or required to be given under the Governing Documents 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, or by form of electronic communication if consent to receive notice by electronic communication is designated by the recipient in writing to the Secretary of the Association and not revoked.

17.5 Conflicts Among Documents. In the event of any conflict among the provisions of the Master Governing Documents, the Declaration, the Bylaws or the Rules, the Master Governing Documents shall control. As among the Declaration, the Bylaws or the Rules, the Declaration shall control. As between the Bylaws and the Rules, the Bylaws shall control. The Master Rules shall control as against the Rules with respect to those matters within the authority of the Master Association.

17.6 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 the Declaration or by court order.

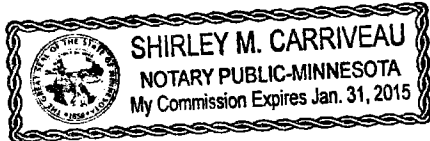
IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year set forth herein.

DJP PROPERTIES, INC.

By Paul W. Steil
Its Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF Stearns)

On this 13 day of February, 2014, before me a Notary Public within and for said County, personally appeared PAUL W. STEIL, to me known, who being by me duly sworn, did say that he is the Secretary of DJP PROPERTIES, INC., the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said PAUL W. STEIL acknowledged said instrument to be the free act and deed of said corporation.



Shirley Carriveau
Notary Public

THIS INSTRUMENT DRAFTED BY:

Robert J. Walter
Gray Plant Mooty Mooty & Bennett PA
1010 West St. Germain
Suite 500
St. Cloud, MN 56301
Telephone: (320) 252-4414

EXHIBIT A TO DECLARATION

(Description of Property)

Lots 1 through 5, Block 1, Lots 1 through 4, Block 2, River Links Second Addition,
Stearns County, Minnesota

EXHIBIT B TO DECLARATION

(Description of Additional Real Estate)

Outlots A, B, C, D and G, River Links Second Addition, Stearns County, Minnesota

EXHIBIT C TO DECLARATION

(Common Elements)

There are no Common Elements at this time

