

**DECLARATION OF  
ZUMBRO HAVEN HOMEOWNER'S ASSOCIATION**

**THIS DECLARATION** is made in the City of Rochester, County of Olmsted, State of Minnesota on this 8<sup>th</sup> day of May, 2002, by ZUMBRO HAVEN, LLC - a Minnesota limited liability company, hereinafter referred to as "Declarant".

**WHEREAS**, Declarant is the owner of certain real property located in the County of Olmsted, State of Minnesota, legally described in Exhibit "A" hereto attached and made a part hereof by reference herein, and hereinafter referred to as "the Property", and shall be subject to the terms and conditions of this Declaration; and,

**WHEREAS**, Declarant desires to provide for the preservation and maintenance of the common areas to be located within Zumbro Haven Subdivision as Outlot A, Outlot B, Outlot C, Outlot D, Outlot E, Outlot F, and Outlot G, Zumbro Haven Subdivision, in the County of Olmsted, State of Minnesota and desires to subject the Property to certain covenants, conditions, restrictions, reservations, easements, charges and liens as hereinafter set forth, each and all of which are for the benefit of preserving and maintaining the common areas serving the property; and

**WHEREAS**, Declarant desires to create an association of homeowners which shall be delegated and assigned the powers of maintaining and preserving the common areas described as Outlot A, Outlot B, Outlot C, Outlot D, Outlot E, Outlot F, and Outlot G, Zumbro Haven Subdivision, in the County of Olmsted, State of Minnesota, servicing the Property and collecting and disbursing the assessments and charges hereinafter created; and

**WHEREAS**, Declarant has incorporated, under the laws of the State of Minnesota, as a non-profit corporation, ZUMBRO HAVEN HOMEOWNER'S ASSOCIATION, hereinafter "Association" for the purpose of exercising the functions as heretofore provided.

**NOW, THEREFORE,** Declarant desires that the Property shall be held, transferred, sold, conveyed and occupied subject to the following protective covenants, conditions, restrictions, reservations, easements, charges and liens of this Association, which covenants and restrictions shall run with the Property and be binding on all parties having any right, title or interest in the hereinafter described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## **ARTICLE I PURPOSE**

It is the purpose of this Declaration to provide for the maintenance and preservation of the common areas described as Outlot A, Outlot B, Outlot C, Outlot D, Outlot E, Outlot F, and Outlot G, Zumbro Haven Subdivision, in the County of Olmsted, State of Minnesota. This Declaration has been designed to compliment local governmental and municipal regulations, and where conflicts occur, the more rigid requirement shall prevail.

## **ARTICLE II DEFINITIONS**

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

**Section 1.** “Association” shall mean and refer to ZUMBRO HAVEN HOMEOWNER’S ASSOCIATION.

**Section 2.** “Declaration” shall mean this Declaration for the real property described in Exhibit “A” hereto attached and made a part hereof by reference herein.

**Section 3.** “Declarant” shall mean ZUMBRO HAVEN, LLC, a Minnesota limited liability company and to the extent provided in this Declaration, its successors and assigns.

**Section 4.** “Living Unit” shall mean and refer to any portion of a building situated within real property described herein and intended for use and occupancy as a residential unit.

**Section 5.** “Lot” shall mean and refer to a separately-designated parcel of real property upon which is situated, or intended to be situated a “Living Unit”, as depicted upon a recorded or filed plat.

**Section 6.** “Member” shall mean and refer to all Owners who are members of the Association as hereinafter provided.

**Section 7.** "Owner" shall mean and refer to the record owner or contract vendee, whether one or more persons or entities of a fee simple title to any Lot situated upon the Properties as hereinafter defined, but excluding contract vendors and others having such interest merely as security for the performance of an obligation.

**Section 8.** "Properties" shall mean and refer to all of the real property subject to this Declaration, as more particularly described herein together with Outlot A, Outlot B, Outlot C, Outlot D, Outlot E, Outlot F, and Outlot G, Zumbro Haven Subdivision and all improvements now or hereafter located therein and any additional real estate as may be added in the future.

### **ARTICLE III PROPERTY SUBJECT TO THE DECLARATION**

**Section 1.** Declarant hereby declares the property described herein and every part thereof is and shall be owned (legally and beneficially) leased or otherwise occupied, conveyed, hypothecated, encumbered, or otherwise transferred, developed, improved, built upon or otherwise used, subject to this Declaration, declared and agreed to be in furtherance of the purpose as heretofore set forth. This Declaration shall run with the land and every part thereof and with any interest in the land or any part thereof for all purposes and shall be binding upon and inure to the benefit of Declarant and all Property Owners, Lessees, Licensees, Occupants and their successors as set forth in this Declaration.

### **ARTICLE IV MEMBERSHIP AND VOTING RIGHTS**

**Section 1.** Each owner of a lot will be subject to this Declaration and shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot subject to the terms of this Declaration.

**Section 2.** The Association shall have two classes of voting membership. Class A Members shall be all members with the exception of the Declarant.

Class A members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lots shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B shall consist solely of the Declarant who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when Declarant sells seventy-five percent (75%) of the lots in Zumbro Haven Subdivision. Declarant shall convey Outlot A, Outlot B, Outlot C, Outlot D, Outlot E, Outlot F and Outlot G,

Zumbro Haven Subdivision to the Association before the first lot in Zumbro Haven Subdivision is conveyed.

**Section 3.** The Declarant shall manage the Association until such time in the future as seventy-five percent (75%) of all of the lots are sold at which time the management of the Association shall be turned over to five (5) members of the Association. At the time the management of the Association is turned over to the five (5) members of the Association, said members shall be entitled to receive compensation for said management.

## **ARTICLE V DECLARATION, MODIFICATION AND REPEAL**

**Section 1. Duration of Declaration.** The Declaration shall continue and remain in full force and effect at all times with respect to the Property and each part thereof (subject, however, to the right to amend and repeal as provided for herein) and shall run with the land for a period beginning with the recordation of this Declaration with the Office of Property Records and Licensing for Olmsted County, and shall be perpetually in full force and effect.

**Section 2. Modification.** This Declaration, or any provisions hereof, may be extended, modified or amended, with the written consent of seventy-five (75%) percent of the Lot owners of the properties, and the approval by the Township of Oronoco, Minnesota, provided that each such extension, modification or amendment shall not be effective until a written instrument setting forth the terms thereof has been executed by the Owners of seventy-five percent (75%) of the properties and recorded with the Office of Property Records and Licensing for Olmsted along with a resolution of the Oronoco Town Board approving the modification.

## **ARTICLE VI ASSESSMENTS AND INSURANCE**

**Section 1. Assessments.** Each owner of property within the land herein described shall, upon development of a living unit on such site, commence paying, on an annual basis an amount equal to \$600.00 per lot, payable in equal monthly installments on the first day of each month to the Association with the first payment of said assessment to be paid on the date of closing with respect to the purchase of each lot. The monies are to be used for the preservation, maintenance and enhancement of Outlot A, Outlot B, Outlot C, Outlot D, Outlot E, Outlot F, and Outlot G, Zumbro Haven Subdivision, in the County of Olmsted, State of Minnesota.

The amount of the assessment to be paid hereunder may be increased from time to time by a vote of the Members as set forth herein or by the Declarant until such time as the Association is transferred to Class A Members.

In addition to the annual assessment authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, and unexpected repair to Outlot A, Outlot B, Outlot C, Outlot D, Outlot E, Outlot F and Outlot G, Zumbro Haven Subdivision, in the County of Olmsted, State of Minnesota provided that any such assessment shall have the assent of at least two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose by said Association.

**Section 2. Insurance.** The Association shall maintain a policy of liability insurance in the minimum amount of \$1,000,000.00 for bodily injury and property damage insurance with respect to improvements and betterments.

## **ARTICLE VII. MUTUALITY**

**Section 1. Cumulative Remedies.** The remedies hereby specified are cumulative, and this specification shall not be deemed to preclude any aggrieved person's resort to any other remedy at law, in equity or under any statute.

**Section 2. Waiver.** Neither Declarant, the Association, or any member thereof, nor their successors or assigns shall be liable to any property owner, lessee, licensee, or occupant of real property subject to the Declaration by reason of any mistake in judgment, negligence, nonfeasance, action or inaction or for the enforcement or failure to enforce the Declaration or any part thereof. Every property owner, lessee, licensee or occupant, by acquiring his interest in the properties agrees that he will not bring any action or suit against Declarant, the Association or any member thereof, from time to time, to recover any damages or to seek equitable relief.

**Section 3. Mutuality, Reciprocity, Runs with the Land.** The Declaration as originally recorded and as amended from time to time and recorded with the Office of the Recorder of Olmsted County are made for the direct, mutual and reciprocal benefit of each and every part of the properties, and the latest recorded version of the Declaration shall apply to all property owners, lessees, licensees and occupants; shall create mutual, equitable servitudes upon each part of the properties; shall create reciprocal rights and obligations between the respective property owners and privity of contract and state between all property owners and occupants of real property described herein, their heirs, successors, and assigns, operate as covenants running with the land, for the benefit of all other parts of the properties and the owners and occupants thereof.

**Section 4. Usage.** Whenever used the singular shall include the plural and the singular, and the use of any gender shall include all genders.

**Section 5. Effective Date.** This Declaration shall become effective upon its recordation in the Office of the Property Records and Licensing of Olmsted County, Minnesota.

IN WITNESS WHEREOF, The Declarant has executed this Declaration at Rochester, Minnesota on the 8<sup>th</sup> day of May, 2002.

DECLARANT

ZUMBRO HAVEN, LLC  
A Minnesota limited liability company

By Jay C Hodge  
Its Chief Manager

STATE OF MINNESOTA )

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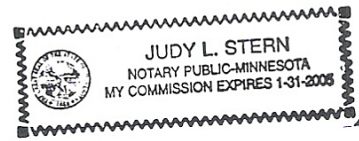
COUNTY OF OLMSTED )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of May, 2002, by JAY C. HODGE, the Chief Manager of ZUMBRO HAVEN, LLC, a limited liability company under the laws of the State of Minnesota on behalf of the limited liability company.

Judy L. Stern  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

ROBERT G. SUK LAW OFFICES, P.A.  
Merchant Exchange Building  
Suite 200 - 18 Third Street S.W.  
Rochester, MN 55902



**EXHIBIT "A"**

Lots 1 and 2, Block 1;  
Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 2;  
Lots 1, 2, 3, and 4, Block 3;  
Lots 1, 2, 3, 4 and 5, Block 4;  
Lots 1, 2, 3, 4, 5 and 6, Block 5;  
Lots 1, 2, 3, and 4, Block 6;  
Lot 1, Block 7;  
Lots 1, 2, 3, 4, 5, 6, and 7, Block 8;  
Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 9;  
Outlots A, B, C, D, E, F and G;  
All located in Zumbro Haven Subdivision,  
County of Olmsted, State of Minnesota.