

Detailed Protective Covenants

Consolidated First Amendment to Declaration(s) of Restrictions and Protective Covenants, for Property In Woodbury Pines, 1st through 14th Addition

THIS DECLARATION, made by and with the approval of a majority of the Lot Owners in each of the 1st through 14th Additions of Woodbury Pines, hereafter referred to as "Declarant", on this 5 day of August , 1999.

WITNESSETH THAT:

WHEREAS, during the development of Woodbury Pines, the developer created 14 respective Declarations of Restrictions and Protective Covenants for each of the 14 Additions in Woodbury Pines and recorded such Declarations and Restrictive Covenants as set forth on the attached Exhibit A; and,

WHEREAS, the Evergreen Community Association (hereinafter referred to as "Association") was created on the 19th day of June, 1995, for the purpose of receiving and exercising the power to administer and enforce said restrictions and protective covenants to preserve the unique environmental character, the aesthetics, the values, the amenities, the common areas and the property values of the Evergreen neighborhood; and,

WHEREAS, the developer has completed development of Woodbury Pines, 1st through 14th Additions and desires to transfer the power to attend to, administer and enforce the restrictions and protective covenants that will enhance the unique character and values of said community, and to collect and disburse the funds hereinafter created; and,

WHEREAS, to complete the transfer to the Association, the developer assigned to the Association, a copy of which is attached as Exhibit B, all developer's rights, duties, power and authority as set forth in each of the 14 respective Declarations of Restrictions and Protective Covenants in Woodbury Pines 1st through 14th Additions.

WHEREAS, the respective Declarations of Restrictions and Protective Covenants in each of the 1st through 14th Additions provides that the covenants, restrictions and provisions thereof may be amended by the Owners of a majority of the Lots in each addition; and,

WHEREAS, the Declarant, with the consent of the developer, as defined in said Declarations of Restrictions and Protective Covenants, desires to provide for the uniform and orderly preservation of the aesthetics, values, amenities and appearance of Woodbury Pines by amending all 14 separate and respective Declarations of Restrictions and Protective Covenants in order to create one uniform Declaration of Restrictions and Protective Covenants for Woodbury Pines, 1st through 14th Additions; and,

WHEREAS, the requisite majority of Owners in each of the fourteen Additions have cast their vote for approval of this First Amendment to the Declaration of Covenants, Conditions and Restrictions as witnessed by the Affidavit of the Secretary of the Evergreen Community Association attached hereto as Exhibit C;

NOW, THEREFORE, effective upon the date of recording of this document, the Declarant hereby declares that the previous fourteen separate and respective Declarations of Restrictions and Protective Covenants are hereby terminated and superceded by this declaration in their entirety, and that the real property described in Exhibit A, including all such lots therein, is and henceforth shall be held, transferred, sold, conveyed, maintained, improved and occupied subject to the conditions, restrictions, easements, charges and fees hereinafter set forth in this Consolidated First Amendment to Declaration(s) of Restrictions and Protective Covenants for Woodbury Pines 1st through 14th Additions, which covenants and restrictions shall run with the real property described on Exhibit A and be binding on all parties having any right, title or interest in the hereinafter described property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE ONE

DEFINITIONS

1. ASSOCIATION shall mean and refer to the Evergreen Community Association, a non-profit association, formed June 19, 1995, under the laws of the State of Minnesota, its successors and assigns.
2. BYLAWS shall mean and refer to the ByLaws of the Association on file in the office of the County Recorder, Washington County, Minnesota, including any amendments thereto.
3. ARCHITECTURAL REVIEW COMMITTEE. The Architectural Control Committee shall also be known as the Architectural Review Committee and shall hereinafter be referred to as the Architectural Review Committee or "ARC" which shall consist of members appointed by the Board of Directors of the Evergreen Community Association and shall have all the powers and authority previously vested in the Architectural Control Committee pursuant to the provisions as set forth herein.
4. DEVELOPER shall mean and refer to the Dan Dolan Development, Inc.
5. LOT shall mean and refer to any tract or parcel of land designated as a Lot shown upon any recorded plat or subdivision map of the Property.
6. LOT OWNER shall mean and refer to every person or entity who is a record owner of a fee or undivided fee simple interest in any Lot, which is subject to covenants of record; LOT OWNER shall also mean and refer to Contract for Deed vendors and vendees of any Lot.
7. OCCUPANT shall mean and refer to any person or persons in possession of a residence, including Lot Owners, the family members, lessees, guests and invitees of such person or persons.
8. PROPERTY shall mean and refer to all the real property subject to this Declaration, all of which is more fully described on Exhibit A, attached hereto and by this reference incorporated herein for all purposes.

9. RESIDENCE shall mean and refer to a detached single-family residence, including attached garage and porch, if any, located upon a Lot. When reference is made in this Declaration to a "one-story", "one and one-half story" or "two-story" residence, said reference shall refer to a residence of one story plus basement, one and one-half stories plus basement, or two stories plus basement, respectively, unless otherwise indicated.

10. BOARD OF DIRECTORS shall mean the Board of Directors of the Evergreen Community Association.

11. FENCE shall mean a structure or partition of wood, iron, stone, plastic, or other solid material, erected for the purpose of enclosing, defining or separating a Lot, or portion thereof, or separating contiguous parcels.

12. MAINTENANCE FEE shall mean the fees levied by the Association used to enforce these covenants and promote the health, safety, and welfare of the residents in the Property, for insurance and management costs of the Association, for the improvement and maintenance of the Evergreen entrances and adjoining areas and for any other such use consistent with the foregoing provisions.

ARTICLE TWO

VOTING RIGHTS IN THE EVERGREEN COMMUNITY ASSOCIATION

2.1 PARTICIPATION AND VOTING RIGHTS. Every Lot Owner in Evergreen shall be entitled, but not required, to vote and participate in the Evergreen Community Association. Ownership of a Lot as herein described shall be the sole qualification for membership and participation. "Evergreen" shall be that geographical area located within the City of Woodbury, in Washington County, designated as such on plat maps filed with Washington County and containing all lots within Woodbury Pines, First through Fourteenth Additions. Persons or entities who hold an interest merely as security for the performance of an obligation are not eligible for membership unless and until such mortgagee or secured party has acquired title pursuant to foreclosure of the mortgage or proceedings or receives a deed in lieu of foreclosure, and the period in which the fee owner may redeem from such foreclosure has terminated. Where any such Lot is being sold by the fee owner by a contract for deed, the contract vendee shall be considered the owner of the Lot if (a) the rights of the contract vendor thereunder are delegated to the vendee under such contract for deed; and (b) the vendee shall furnish proof of such delegation to the Association.

2.2 VOTING RIGHTS. The Association shall have one (1) class of voting rights.

Lot Owners shall be entitled, collectively, to one (1) vote for each Lot owned. In no event shall more than one (1) vote be cast with respect to any Lot. When more than one person holds an interest in any Lot, such persons shall select from among themselves one person, who shall be designated the "voter" at any given meeting of Members. Such person shall be the only person authorized to cast votes at such meeting with respect to such Lot.

There shall be no cumulative voting. Voters present may vote by voice, ballot, or other approved means. Voting may also be done by proxy.

ARTICLE THREE

MAINTENANCE AND INTERIOR RENOVATION

3.1 MAINTENANCE. Notwithstanding anything herein to the contrary, a Lot Owner may at any time repair, repaint, resurface, refinish and otherwise maintain all or any part of his/her residence, building, fence or structure on the Lot, or any conforming mailbox without review or approval of the Architectural Review Committee, provided that any such repairs, repainting, resurfacing or refinishing or maintenance does not substantially alter the appearance, color, texture or surface of the exterior of any such building, fence or structure exposed to view.

3.2 INTERIORS. The covenants and requirements herein are not intended to apply to the interior design, decor or finish of any residence, building or structure and neither the Association or the Architectural Review Committee shall have any interest whatsoever in such matters.

ARTICLE FOUR

ARCHITECTURAL AND EXTERIOR REVIEW

4.1 ARCHITECTURAL REVIEW COMMITTEE. The Architectural Review Committee shall be composed of Lot Owners and/or consultants appointed by the Board of Directors of the Association and shall have the authority to interpret the covenants, approve or disapprove applications, or grant exceptions as the committee deems appropriate. The Architectural Review Committee shall examine and approve all plans and specifications for all new construction, including all exterior renovation and installation of fences or any other structures. These plans and specifications should include to the extent relevant the nature, kind, shape, height, materials, color and location thereof and shall have been submitted to and approved in writing by the Architectural Review Committee as to harmony of the external design and location in relation to surrounding buildings erected upon the Property. No such submission shall be deemed to have been completed until all of the plans and specifications therefor shall have been submitted to the ARC or its designated committee. If no application has been made to the Architectural Review Committee or their representatives, or if such application has been rejected, a suit to enjoin or remove such addition, alteration or change may be instituted at any time by the Association as recommended by the Architectural Review Committee; provided, however, no suit to enjoin or remove such addition, alteration or change may be commenced if unapproved improvements have been completed for a period of one hundred eighty (180) days and thereafter a closing of the sale of the property has occurred. In such event, such improvements will be deemed to have been approved by the Architectural Review Committee. None of the members of the Architectural Review Committee shall be entitled to any compensation for their services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by such committee.

The Architectural Review Committee shall be concerned with aesthetic characteristics and shall not assert architectural expertise. It is the sole duty and responsibility of the applicant to employ, as necessary, an architect, engineer, or other qualified person to design plans and specifications which meet generally accepted design and architectural standards. Each Owner, their heirs, successors and assigns, waives any loss or damage which result from changes or requirements requested by the Architectural Review Committee. A decision by the Architectural Review Committee may be appealed to the Board of Directors or to a review board consisting of Lot Owners and/or consultants appointed by the Board of Directors.

Any completed, non-conforming structure in existence at the time of approval of these Covenants shall not require reapplication or approval by the Architectural Review Committee. However, mailboxes not in compliance with the current design requirements shall be required to be brought into conformance.

ARTICLE FIVE

NEW CONSTRUCTION AND EXTERIOR RENOVATIONS

5.1 SUBMISSION REQUIREMENTS. No new construction, exterior additions or alterations to any building on the Property, additional fences, hedges, walls, walkways or other structures shall be commenced or erected without first obtaining approval of the Architectural Review Committee. Each submission shall be submitted to the Architectural Review Committee at least forty-five (45) days prior to the proposed commencement of construction or renovation and include the following to the extent relevant:

- a. House plans and detailed exterior elevations drawn to at least a scale of $\frac{1}{4} = 1'0"$. All four elevations shall be fully detailed;
- b. Certificate of Survey prepared by a registered land surveyor showing the house on the Lot, setback measurements, easements and existing and proposed elevations of the proposed house and lot grading;
- c. Exterior colors, brick, finishes, light fixtures, roofing shingles, etc. (These items may be submitted for approval after the commencement of the construction.)

5.2 LOT STAKES. For new construction, the Lot Owner or his/her house contractor shall arrange to have the house staked with proposed elevations marked on site by a registered land surveyor. The Architectural Review Committee shall review and approve all site staking and tree removal prior to the commencement of any construction.

5.3 MINIMUM STRUCTURE SIZE. No residence shall be erected having less than the following minimum floor footages:

House Style Minimum Main Floor Area
One-Story Rambler Style 1,600 square feet
Split Level/Split Entry Style 1,400 square feet

Multi-Story Style 1,100 square feet

Two-Story Style 1,200 square feet

All square footage minimums shall be exclusive of breeze ways, porches, decks, terraces, patios or garages.

5.4 CONSTRUCTION AND EXTERIOR RENOVATION REQUIREMENTS. All sheet metal flashing, roof valleys, roof vents, stacks, gutters and exposed concrete block shall be painted to conform with appropriate house colors or roofing shingle colors.

A decorative electric post light shall be installed in the front yard of each Lot to provide a means of illumination to promote safety within the community.

The house contractor shall be responsible for raising water "curb stops" to be flush with the final sod grade after the completion of construction. Curb stops shall be left clean and operable. It is the responsibility of the house contractor to contact the Woodbury Public Works Department for an inspection of the raised curb stop.

All exterior construction and painting must be done by the date of occupancy or within 90 days for renovations. Variations for any reason must receive the prior written approval of the Architectural Review Committee.

Mailbox design, materials and location shall be of a standard design approved by the Architectural Review Committee.

All Lots shall be completely sodded from the front curb to the rear lot line by the date of occupancy or within 30 days of completion of renovation. If weather does not permit, then sodding shall be completed as soon as possible thereafter, but not later than an additional 30 days. However, in the event that the work cannot be completed because of winter weather, it shall be completed by the following June 15th after occupancy or completion. Heavily wooded areas may be left in a "natural" state with the approval of the Architectural Review Committee.

The Lot Owner must ensure that the house contractor, or individual responsible for renovation, must complete all exterior construction and renovation of the house, including decks, walks, and driveways as part of the house construction contract by the date of occupancy for new construction or within 90 days for renovations, weather permitting. Weather not permitting, then such items shall be completed as soon as possible thereafter, but not later than an additional 30 days. However, in the event that the work cannot be completed because of winter weather, it shall be completed by the following June 15th.

Deviation from approved plans, specifications and colors may be cause for reconstructing or re-painting, such as the case may be, to conform with the plan and specifications approved by the Architectural Review Committee. The cost of such reconstructing or re-painting shall be the responsibility of the Lot Owner and shall be commenced within two weeks upon notification by the Architectural Review Committee.

Decks and/or patios must be completed prior to occupancy for new construction, or within 90 days for renovations, unless the delay is approved in writing by the Architectural Review Committee.

Exterior siding materials, other than brick, stone, stucco or wood siding, are generally prohibited. Aluminum, steel and vinyl siding are not substitutes which will be approved by the Architectural Review Committee; however, other proposed siding materials which meet or exceed the general aesthetics and durability of brick, stone, stucco, or wood may be approved by the Architectural Review Committee, at its sole discretion.

Unless approved prior to original construction, chimneys shall not be finished in wood siding materials. Exposed metal flues are strictly prohibited.

All new construction shall be completed within 120 days from commencement of the improvement.

5.5 EXCAVATION/FILL. No sod, soil, sand or gravel shall be sold or removed from any Lot in said premises, except for the purpose of excavating for the construction or alteration of a structure on said lot or an appurtenance thereto or for the proper grading thereof.

5.6 CLEAN SITES. It is the sole obligation of the Lot Owner and house contractor to maintain his/her Lot in a neat and orderly condition at all times throughout the term of construction and thereafter. The house contractor shall provide a dumpster of adequate size for disposal of all construction debris. Construction materials shall be stored neatly on the site at all times.

5.7 SETBACKS. Setbacks from streets, rights of way, side and back lot lines shall adhere to existing ordinances and zoning requirements of the City of Woodbury which may vary from Lot to Lot. Structures located on Pinehurst Road shall have a minimum setback of 60 feet and no trees shall be planted within 16 feet of the edge of Pinehurst Road on Lots 7, 8, 11, and 12, Block 3, Eighth (8th) Addition.

5.8 TEMPORARY STRUCTURES. Structures constructed and erected in conformance with these Covenants, Restrictions and Reservations shall be used for residential purposes only as a single-family residence. No trailer, motor home, recreational vehicle (RV), camper tent, trailer shack, tent or other structure of a temporary character shall be erected or allowed to remain on the Lot during the construction or renovation. No structure shall be occupied for residential purposes until the exterior thereof is completely finished and certificate of occupancy has been issued by the City. All structures shall be completely finished on the exterior within six months after commencement of the excavation for the construction thereof. No structure shall be moved onto any Lot without the approval of the Architectural Control Committee.

ARTICLE SIX

GENERAL RESTRICTIONS, OBLIGATIONS AND RIGHTS OF OWNERS

6.1 OUTSIDE STRUCTURES. All Lots shall be used only for residential purposes. No structures shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling not to exceed two and one-half stories in height and an attached private garage. No tanks for the storage of fuel shall be maintained on any Lot. No storage structure, unattached garage or other auxiliary building, including treehouses and elevated play structures will be allowed on any Lot, except that gazebos or playhouses may be allowed, subject to the following restrictions: (a) Size; Size should be in keeping with the size of the available space and shall not exceed ten (10) feet in height to the peak of the highest point of the structure nor exceed one hundred (100) square feet; (b) Location; Structures will be permitted only in the back portion of a Lot behind the residential structure. The ARC may require locating the structure in a way so as to use existing plantings, trees or other landscaping to conceal the structure from view of neighboring Lots as much as possible. In addition, the ARC may require that additional landscaping be provided to further restrict the visibility of the structure; (c) Materials; Materials must be of the same type and quality as those used on the main residential structure; (d) Maintenance; Structures permitted under this exception must be well maintained and not allowed to become run-down or unsightly; (e) Usage; Structures allowed under this exception may be used only for the activities typical of gazebos and playhouses as intended when the exception was granted. Usage of such structures must not result in loud noises or activities that infringe on neighboring Lot Owner's rights to privacy and quiet. Using these structures for storage or other unallowed activities is not permitted; (f) Neighboring Lots; Prior to granting approval for any unattached structure, the ARC may contact neighboring Lot Owners to assure there are not strong, reasonable objections to the proposed structure; (g) Revocation of Approval; If any of the above restrictions are violated and remain unremedied for more than 45 days after the Lot Owner is notified of the violation(s), or if more than three complaints are made of noisy activity, then the ARC may require that the structure be removed.

6.2 ANIMALS/PETS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot with the exception of dogs, cats or other domestic pets which may be kept provided that they are not used for any commercial purpose. If any pet requires a kennel, such kennel and its location must be approved by the Architectural Review Committee to ensure that the location and appearance of the kennel is aesthetically pleasing, preferably concealed by shrubbery and/or natural vegetation. No offensive odors generated by any pet or animal shall be tolerated. Each and every pet owner shall be responsible for the clean-up of any and all pet waste.

6.3 FENCES. Fences are strongly discouraged, and will not be approved, where natural vegetation and shrubbery may be utilized as a reasonable alternative. No fence, wall, hedge, shrub or other object or growing thing which obstructs sight lines at elevations between two and six feet above the roadway shall be erected, planted or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points fifteen feet from the intersection of the street lines, or in the case of a rounded property corner, for the intersection of the street property lines extended. These same sight line limitations shall apply on any Lot within ten feet of the driveway or alleyway. No trees or other vegetation shall be permitted to remain within such intersections unless the foliage line is maintained at a minimal height so as to prevent visual obstructions of such sight lines.

All fences must receive the written approval of the Architectural Review Committee prior to the commencement of construction or installation. No fence shall exceed 5 feet in height, unless an applicant can show a reasonable necessity for such increase. The ARC shall have the authority to establish requirements for suitable fence materials and design.

All fences shall be installed by the owner or contractor within the owner's Lot line in a location to allow for maintenance of both sides of the fence without trespassing onto an adjoining neighbor's property, unless both adjoining Lot Owners agree to installation on a common Lot line.

The owner shall be responsible for maintaining all sides of fence facing adjoining Lots or streets in an attractive manner.

If fences are approved, the ARC may require planting of shrubbery or similar vegetation to shield portions of any fence in order to restrict the fence from view of neighboring Lots.

6.4 ON SITE STORAGE. The parking and outside storage of commercial type vehicles such as school buses, recreational vehicles, trucks or construction-related equipment, semi-trucks and semi-trailers, earth moving equipment, or boats of any kind, motor homes, snowmobiles, camper trailers, or cars that are in disrepair or inoperable, shall be prohibited on any Lot for any continuous period in excess of five (5) days. However, cars that are regularly used for transportation and parked in the driveway are not considered to be stored. Permanent storage of the items listed above, or any similarly characterized vehicle or item, on any Lot is prohibited, unless, upon a showing by the Owner, that the proposed stored item is protected or hidden by landscaping or a structure that meets all applicable design criteria, as set forth herein, including Section 6.1.

6.5 NUISANCES. No obnoxious or offensive activities which are or may become an annoyance or nuisance shall be permitted on any Lot. All property owners shall maintain their yards and the exterior of their homes in an attractive manner.

6.6 CLOTHESLINES. Clotheslines must be retractable and when in use should not be visible from the street. All clotheslines must be retracted when not in use.

6.7 SIGNS. No "For Sale" or political campaign signs larger than four hundred thirty-two (432) square inches (standard 18" x 24") will be permitted on any Lot. All political campaign signs may be displayed no longer than thirty (30) days prior to an election and must be removed within three (3) days after the election. Other signs (including, without limitation, realtor showings, garage sale, identification, advertising or directional signs) shall be permitted for a duration of a maximum of seven (7) days.

6.8 ANTENNA. To the extent permitted by law, no rooftop antenna or aerial "satellite dish" will be permitted unless such device is located within the structure so as not to be visible from adjacent homes, or if on the exterior of a residence, camouflaged and/or landscaped in a manner acceptable to the Architectural Review Committee in its sole discretion so as not to be objectionable to adjacent Lot Owners.

6.9 EXTERIOR LIGHTING. Lot Owners are strongly encouraged to utilize yard lights during non-daylight hours to provide illumination to promote neighborhood safety. Exterior lighting shall be limited so as not to be directed toward adjacent Lots. Flashing or brilliant lighting shall not be permitted.

6.10 YARD MAINTENANCE. All Lot Owners are responsible for the reasonable maintenance of their property, including maintaining painted surfaces, lawn cutting, weed control and the proper handling and storage of garbage and garbage containers. A Lot Owner may, after notice of non-compliance and failure to remedy the situation within 30 days, be assessed by the Architectural Review Committee for the cost of maintaining the area in question, as well as all fees and costs incurred in remedying the situation.

6.11 HOME BUSINESSES. Home businesses which do not have any significant visual or physical impact upon the Evergreen Community shall be permitted. However, any home business which results in disruption to the neighborhood in the form of an unacceptable increase in traffic, noise, or other disturbance, will not be permitted. Once granted, consent is deemed to continue unless the operation of the business subsequently results in disruption to the neighborhood as specified above. Home businesses shall be deemed to be a residential use.

6.12 GARBAGE AND GARBAGE CONTAINERS. Garbage containers are to be stored out of view of adjacent Lots and the street abutting the property. All empty containers are to be removed to their proper storage as soon as possible after collection of the contents. All Lot Owners are responsible for ensuring that their property remains free of all garbage and debris.

6.13 TREES AND VEGETATION. It is the intent of these Covenants to maintain the unique character of the Evergreen Community. Inherent in the unique character is the existence of the varied vegetation and numerous trees throughout Evergreen. Lot Owners are encouraged to exercise prudent forestry practices to maintain and care for all trees and vegetation. Such care shall include the removal/elimination of undesirable intrusive vegetation, noxious weeds and dead or diseased trees that may impede the growth of healthy trees or vegetation.

ARTICLE SEVEN

COVENANTS FOR MAINTENANCE FEES

7.1 OBLIGATION FOR MAINTENANCE FEES. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be and hereby is deemed to covenant and agree to pay to the Association an annual maintenance fee or fees as set forth in Section 7.3.

The fees, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on each such Lot. Each such fee, together with such interest thereon and all costs of collection thereof, as hereinafter provided, shall also be the

personal obligation of each person who was the Owner of each such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them. All such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

7.2 PURPOSE OF MAINTENANCE FEES. The maintenance fees levied by the Association shall be used to enforce these covenants and to promote the health, safety, and welfare of the residents in the Property, for insurance and management costs of the Association, for the improvement and maintenance of the Evergreen entrances and adjoining areas and for any other such use consistent with the provisions hereof.

7.3 ANNUAL MAINTENANCE FEES. The amount of the annual fees shall be determined by the Board of Directors, after consideration of the current fees and future needs of the Association, projecting the anticipated yearly budget of the Association, and then allocating this amount evenly to each Lot Owner, subject to the following provisions:

- a. The maintenance fee for 1999 is \$60.00 per Lot Owner. Except as set forth herein, the maximum annual fees may not be increased each year in excess of an amount equal to the previous calendar year's average Consumer Price Index (CPI), as published in The Wall Street Journal, plus 3%.
- b. The maximum annual maintenance fee may be increased above such amounts established in Paragraph (a) in case of an emergency (for example, replacing trees after a windstorm) upon approval by a 2/3 vote of the Board of Directors of the Evergreen Community Association.
- c. Any fees in excess of maintenance fees for such expenditures as major capital improvements must be approved by a majority of the Lot Owners.

7.4 DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the Association shall fix the date of commencement, and the amount of the fee against each Lot for each annual fee period at least Sixty (60) days in advance of such date of commencement of such period and shall at that time prepare a roll of the properties applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of every fee shall thereafter be sent to each Owner subject to such fees. Each owner shall pay the amount due within 30 days of receipt of written notice by the board.

7.5 EFFECT OF NON-PAYMENT OF FEES.

- a. If any fee is not paid on the date when due, then such fee shall become delinquent and, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall become the personal obligation of the Lot Owner, his or her heirs, devisees, personal representatives and assigns. The personal obligation of the then-Owner to pay such fees, however, shall be his or her personal obligation and shall not pass to his or her successors in title unless expressly assumed by them.

b. Any fee not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the rate of Six Percent (6%) per annum or such other legal rate determined by the Board of Directors. No Lot Owner may waive or otherwise escape personal liability for the fee provided for herein by abandonment of his or her Lot.

ARTICLE EIGHT

VIOLATIONS - RIGHTS OF PARTIES

If any person shall violate or attempt to violate or shall fail to perform or observe any of the Covenants, Restrictions and Reservations contained herein, the Architectural Review Committee, the Association, or any affected homeowner shall have the right to institute and prosecute proceedings against such party either to prevent said violations, to recover damages, or for any other lawful remedy; provided however, that in no event shall there be any forfeiture of any Lot or any structure thereon. The violating party shall be responsible for all costs of prosecution of such violation, including reasonable attorney fees necessitated by such action.

ARTICLE NINE

SCENIC EASEMENTS

Each of the Lots as set forth on the attached Exhibit D shall be encumbered by a scenic easement hereinafter described. Said scenic easement will be hereafter known herein as "scenic area" subject to the following restrictions.

The area designated in the attached Exhibit D as "scenic area" shall not be altered or developed in any manner and said scenic area shall be subject to all the restrictions and requirements contained herein. Topographic changes or alterations of the natural landscape within or upon said scenic area by excavation, drainage, filling, dumping or any other means shall not be permitted without written authorization from the City of Woodbury. No building, permanent or mobile, shall be constructed or placed in the scenic area. Buildings in place on the date of recording of the original covenant hereof may be maintained or repaired, but may not be replaced or relocated within the scenic area or changed in size externally in any manner without the written authorization from the City of Woodbury. No other structures or devices, whether permanent or temporary, thereafter shall be constructed or placed in the scenic area without a written authorization from the City of Woodbury. Authorization from the City of Woodbury shall not be required for low fences of the kind permitted in residential areas or for no trespassing signs. No destruction, cutting, trimming or removing of trees, shrubs, bushes or plants shall be allowed without the written authorization from the City of Woodbury. This covenant shall not apply to the cutting of lawns or weeds, or the removing of trees or shrubs which are dead, or are dying from insect infestation or disease. No dumping of ashes, trash, junk, rubbish, sawdust, garbage or offal shall be permitted upon the scenic area. No conveyance of any other easement for any purpose, including, but not limited to, rotar utility, upon or within the scenic area shall be permitted without a written authorization from the City of Woodbury.

ARTICLE TEN

TERM OF COVENANTS

These Covenants, Restrictions and Reservations shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Amendment is recorded, after which time said Covenants, Restrictions and Reservations automatically shall be extended for successive periods of ten (10) years unless an instrument signed by the majority of the then-Owners of the Lots of said premises has been recorded agreeing to change said Covenants, Restrictions and Reservations in whole or in part. These Covenants, Restrictions and Reservations may be amended from time to time by the owners of a majority of the Lots.

EVERGREEN COMMUNITY ASSOCIATION

By: _____

Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 1999, by James Pietrick, the President of Evergreen Community Association, on behalf of the association.

Notary Public
This Instrument Drafted By:

The Afton Law Office, P.A.
3121 South St. Croix Trail
Afton, MN 55001