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**DECLARATION OF COVENANTS,
EASEMENTS AND RESTRICTIONS**

WOODLAND ESTATES

This Declaration of Covenants, Easements and Restrictions (the "Declaration") is made in St. Louis County, Minnesota, as of the _____ day of _____, 20____, by Mountain Iron Economic Development Authority, a public body, corporate and politic and a political subdivision under the laws of the State of Minnesota (the "Developer"), for the purpose of establishing Woodland Estates as a single-family residential community.

WHEREAS, Developer is the owner of certain real property located in St. Louis County, Minnesota, legally described in Exhibit A attached hereto, and Developer desires to submit said real property and all improvements thereon (collectively the "Property") to this Declaration, and

WHEREAS, Developer desires to establish on the Property 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 Minnesota Statutes Chapter 515B by reason of the exemption contained in Section 515B 1-102(e)(2) thereof, and is not subject to a master association as defined in said Chapter 515B.

THEREFORE, Developer makes this Declaration and submits the Property to this Declaration as a residential community under the name "Woodland Estates" consisting of the Lots referred to in Section 2, declaring that this Declaration shall constitute covenants to run with the Property, and that the Property, and all Additional Real Estate added thereto, shall be owned, used, occupied and conveyed subject to the covenants, restrictions, easements, charges and liens set forth herein, all of which shall 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” means Minnesota Statutes Chapter 317A, as amended, known as the Minnesota Nonprofit Corporation Act.
- 1.2 “Assessments” means all Assessments levied by the Association pursuant to Section 6.
- 1.3 “Association” means Woodland Estates Homeowners’ Association, a Minnesota nonprofit corporation, whose members consist of all Owners.
- 1.4 “Board” means the Board of Directors of the Association as provided for in the Bylaws.
- 1.5 “Bylaws” means the Bylaws governing the operation of the Association, as amended from time to time.
- 1.6 “Common Expenses” means all expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation, including without limitation Assessments and items otherwise identified as Common Expenses in this Declaration or the Bylaws.
- 1.7 “Common Property” means any parts of the Property, including all improvements thereon, except the Lots. As of the date of this Declaration, said Common Property shall be identified in Exhibit B hereto.
- 1.8 “County” means St. Louis County, Minnesota.
- 1.9 “Developer Control Period” means the time period during which Developer has the exclusive right to appoint the members of the Board, as provided in Section 15.7.
- 1.10 “Developer Rights” means those exclusive rights reserved to Developer as described in Section 15.
- 1.11 “Dwelling” means 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 Lot. The Dwelling includes any garage located within the boundaries of the Lot in which the Dwelling is located.
- 1.12 “Governing Documents” means this Declaration, and the Articles of Incorporation and Bylaws of the Association, as amended from time to time, all of which shall govern the use and operation of the Property.

- 1.13 “Lot” means any platted lot subject to this Declaration upon which a Dwelling is located or intended to be located, as described in Section 2.1 and shown on the Plat, including all improvements thereon, but excluding any Common Property.
- 1.14 “Member” means all Persons who are members of the Association by reason of being Owners as defined in this Declaration. The words “Owner” and “Member” may be used interchangeably in the Governing Documents.
- 1.15 “Occupant” means any person or persons, other than an Owner, in possession of or residing on a Lot.
- 1.16 “Owner” means a Person who owns a Lot, but excluding contract for deed vendors, mortgagees and other Persons holding a security interest in a Lot and Persons holding a remainder or reversionary interest. The term “Owner” includes, without limitation, contract for deed vendees and holders of life estates.
- 1.17 “Person” means a natural individual, corporation, limited liability company, partnership, trustee, or other legal entity capable of holding title to real property.
- 1.18 “Plat” means the recorded plat 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.
- 1.19 “Property” means all of the real property now or hereafter subjected to this Declaration, including the Lots, Dwellings and all other structures and improvements located thereon now or in the future. The Property is legally described in Exhibit A attached hereto.
- 1.20 “Rules” means the Rules of the Association as approved from time to time pursuant to Section 5.6, if any.
- 1.21 “Shore Impact Zone” means a line parallel to and 50 feet from the ordinary high water level of Lake Vermilion in accordance with County ordinances.

References to section numbers shall refer to sections of this Declaration, unless otherwise indicated. References to the singular may refer to the plural, and conversely, depending on context.

SECTION 2

DESCRIPTION OF LOTS AND RELATED EASEMENTS

2.1 Lots. There are 29 Lots, subject to the right of the Developer to subdivide, convert or combine Lots pursuant to Section 15 and to add additional Lots pursuant to Section 16. All Lots are restricted to single-family residential use. The Lots are identified by lot and block numbers and subdivision name, as shown on the Plat, which is incorporated herein by reference. The Lots are legally described in Exhibit A attached hereto.

2.2 Related Easements. Each Lot shall be subject to and shall be the beneficiary of easements for all services, communications and utilities servicing the other Lots and for maintenance, repair, replacement and other purposes, as described elsewhere in this Declaration.

SECTION 3

COMMON PROPERTY

3.1 Common Property. Common Property (if any) and its characteristics shall be as follows:

3.1.1 The Common Property (if any) shall be owned by the Association for the benefit of the Owners and Occupants.

3.1.2 The Common Property (if any) shall be subject to (i) easements as described in this Declaration, reflected on the Plat or in other instruments recorded against the Common Property, and (ii) the right of the Association to establish reasonable Rules governing the use thereof.

3.1.3 Except as otherwise expressly provided in the Governing Documents, all maintenance, repair, replacement, management and operation of the Common Property (if any) shall be the responsibility of the Association.

3.2 Annexation of Other Property. In addition to the Additional Real Estate added by Developer, other real property may be annexed, and subjected to this Declaration, as Lots or Common Property, or any combination thereof, in accordance with the requirements for amending this Declaration as set forth in Section 14.

SECTION 4

ASSOCIATION MEMBERSHIP: RIGHTS AND OBLIGATIONS

Membership in the Association, and the allocation to each Lot of a portion of the votes in the Association and of 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 by reason of Lot ownership, and the membership shall be automatically transferred with the conveyance of the Owner's interest in the Lot. An Owner's membership in the Association shall terminate when the Owner's Lot ownership terminates. When more than one Person is an Owner of a Lot, all such Persons shall be Members, but multiple ownership of a Lot shall not increase the voting rights allocated to such Lot nor authorize the division of the voting rights.

4.2 Voting and Common Expenses. Each Lot is assigned one vote. Common Expense obligations are allocated equally among the Lots, subject to the qualifications set forth in Section 6. Said rights and obligations shall be automatically reallocated on the same basis among all Lots as and if additional Lots are added to the Property.

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

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 the Owner's Lot at meetings of the Association. However, if there are multiple Owners of a Lot, 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 Section 3 of the Bylaws.

SECTION 5

ADMINISTRATION

The administration and operation of the Association and of 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 are governed by the Governing Documents. The Association is responsible for the operation, management and control of the Property in accordance with the Governing Documents. The Association has all powers described in the Governing Documents and the Act. All power and authority of the Association shall be vested in the Board, unless action or approval by the Owners is specifically required by the Governing Documents or the Act. All references to the Association means the Association acting through the Board unless specifically stated to the contrary.

5.2 Operational Purposes. The Association shall operate and manage the Property for the purposes of (i) administering and enforcing the Governing Documents; (ii) enforcing the Rules (if any); (iii) maintaining, repairing and replacing those portions of the Property and other improvements (if any) for which the Association is responsible pursuant to Section 9; and (iv) preserving the value and the architectural and environmental character of the Property.

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

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

5.5 Management. The Board has authority to select a manager or managing agent and to delegate the management duties imposed upon the Association's officers and directors by the Governing Documents and the Act. However, such delegation does not relieve the officers

and directors of the ultimate responsibility for the performance of their duties as prescribed by the Governing Documents and the Act.

5.6 Rules. The Board has exclusive 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 in accordance with the Governing Documents. The Rules shall be consistent with the Governing Documents and any ordinances, governmental laws, codes, ordinances or regulations of any governmental entity having jurisdiction over the Property. The inclusion in other parts of the Governing Documents of authority to approve Rules is in furtherance, and not in limitation, of the authority granted by this Section. New or amended Rules are effective only after reasonable notice thereof has been given to the Owners.

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

SECTION 6

ASSESSMENTS

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

6.2 Annual Assessments. Annual Assessments shall be established and levied by the Board, subject to the limitations set forth hereafter. Each annual Assessment shall cover all of the anticipated Common Expenses of the Association for that year which are to be shared by all Lots in accordance with the allocation formula set forth in Section 4.2, including but not limited to the costs associated with the Association's maintenance obligations set forth in Section 9.1, the establishment and annual contribution to reasonable reserves for replacements required with respect to such maintenance obligations, and for the purpose of paying the incidental costs of operating the Association. Annual Assessments shall be payable monthly, quarterly or annually, as determined by the Board.

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

6.4 Limited Assessments. In addition to annual Assessments and special Assessments, the Board may, at its discretion, levy and allocate limited Assessments among one or more, but not all, Lots in accordance with the following requirements and procedures:

6.4.1 Any Common Expense or portion thereof benefiting fewer than all of the Lots may be assessed exclusively against the Lot or Lots benefited equally or by actual cost per Lot.

6.4.2 If any of the maintenance, repair or replacement required to be performed by the Association pursuant to Section 9.1 is made necessary or caused by the act or omission of any Owner or Occupant, or their guests, the Association may assess the costs of such maintenance, repair or replacement against the Lot of the responsible Owner or Occupant.

6.4.3 Late charges, fines, interest, reasonable attorneys' and other professional fees and costs incurred by the Association in connection with (i) the collection of Assessments, and (ii) the enforcement of the Governing Documents and the Rules against an Owner or Occupant or their guests, may be assessed against the Lot of the responsible Owner or Occupant.

Assessments levied under this Section 6.4 may, at the Board's discretion, be assessed as a part of, or in addition to, the Assessments levied under Sections 6.2 or 6.3.

6.5 Liability of Owners for Assessments/Developer Exemption. Subject to Section 6.5.3, the obligation of an Owner to pay Assessments is as follows:

6.5.1 The Owner at the time an Assessment is payable with respect to that Owner's Lot is personally liable for the share of the Common Expenses assessed against such Lot. Such liability shall be joint and several where there are multiple Owners of the Lot.

6.5.2 Except as provided in Section 6.5.3, the Owner's liability is absolute and unconditional, unless otherwise modified by law or this Declaration and 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 Lot, by waiver of any other rights, or by reason of any claim against the Association or their officers, directors or agents, or their failure to fulfill any duties under the Governing Documents or the Act.

6.5.3 The Developer and any Lot owned by Developer are exempt from Assessments until a certificate of occupancy (or similar approval) has been issued by the County or other applicable governmental authority with respect to a Dwelling located on such Lot, unless otherwise agreed in writing by the Developer.

6.6 Assessment Lien. Subject to Section 6.5, the Association has a lien on a Lot for any Assessment levied against that Lot 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, costs, fines and other charges imposed by the

Association are liens, and are enforceable as Assessments, under this Section 6. Recording of this 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 Lot 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 and to acquire, hold, lease, mortgage and convey any Lot so acquired. The Owner and any other Person claiming an interest in the Lot, by the acceptance or assertion of any interest in the Lot, grants to the Association a power of sale and full authority to accomplish the foreclosure by advertisement. 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 Lot.

6.8 Lien Priority; Foreclosure. A lien under this Section 6 is prior to all other liens and encumbrances on a Lot except (i) liens and encumbrances recorded before this Declaration; (ii) any first mortgage on the Lot; and (iii) liens for real estate taxes and other governmental assessments or charges against the Lot. The holder of a first mortgage on a Lot which acquires title to the Lot by foreclosure or a deed in lieu of foreclosure shall take title to the Lot free and clear of all Assessment liens encumbering the Lot and Assessments payable in the period prior to the acquisition of title to the Lot by the mortgage holder. At such time as the first mortgage holder takes title to the Lot, it shall be obligated to pay Assessments levied against the Lot and payable during the period when it holds title to the Lot.

6.9 Voluntary Conveyances; Statement of Assessments. In a voluntary conveyance of a Lot, the buyer shall not be personally liable for any unpaid Assessments and other charges made by the Association against the seller or the seller's Lot 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 Lot until released or satisfied. 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 Lot, including all Assessments payable in the Association's current fiscal year, which statement shall be binding upon the Association, the seller and the buyer.

SECTION 7

RESTRICTIONS ON USE OF PROPERTY

All Owners and Occupants, and all mortgagees and other secured parties, by their acceptance or assertion of an interest in the Property, or by their occupancy of a Lot, covenant and agree that, in addition to any other restrictions which may be imposed by 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 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. All ordinances, statutes, laws or regulations of any governmental body or agency having jurisdiction over the Property shall bind the Property and the use and occupancy thereof. In the event of any conflict or inconsistency between the provisions and restrictions set forth herein and the provisions of such ordinances, statutes, laws or regulations, the more restrictive provision shall apply.

7.2 Certain Subdivisions and Conveyances Prohibited. Except as permitted by Section 15.3, no Lot nor any part of the Common Property (if any) may be subdivided, partitioned or converted to other use.

7.3 Residential Use. The Lots shall be used by Owners and Occupants and their guests exclusively as private, single family residential Lots. No Dwelling shall be used for transient, hotel, commercial, business (whether for profit or otherwise) or other non-residential purposes, except as provided in Section 7.4. Any lease of a Lot (except for occupancy by guests with the consent of the Owner) for a period of less than 14 days, or which includes services customarily furnished to boarders or hotel or motel guests, shall be presumed to be for transient purposes.

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 Lot or the Common Property (if any) except:

7.4.1 An Owner or Occupant residing in a Dwelling may maintain a home occupation in such Dwelling; provided, that such use (i) is incidental to the residential use; (ii) does not involve physical alteration of the Dwelling visible from the exterior; (iii) is in compliance with all governmental laws, ordinances and regulations; (iv) does not involve observable business activity such as signs, advertising displays, unusual numbers of deliveries (in excess of 1 per day) or unusual levels of pedestrian or vehicular traffic to and from the Lot; (v) does not involve employees; and (vi) does not otherwise involve activity which disturbs the quiet enjoyment of the Property by other Owners or Occupants.

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

7.5 Leasing. Leasing of Dwellings shall be allowed (subject to reasonable regulation by the Association) but only in accordance with the following minimum conditions: (i) no Dwelling may be subleased; (ii) a Dwelling must be leased in its entirety (not by room) unless simultaneously occupied by the Owner; (iii) the lease shall be in writing; (iv) no Dwelling shall be leased for hotel or other transient purposes; and (v) the lease shall provide that it is subject to the Governing Documents, and that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. The Association may impose such reasonable Rules as may be necessary to implement procedures for the leasing of Dwellings, consistent with this Section and applicable law.

7.6 Parking and Storage. Commercial vehicles, buses and inoperative or unlicensed vehicles or recreational equipment of any type may not be kept, parked or stored anywhere on

the Property except within a Dwelling's garage. No passenger vehicles, lawn tractors, trailers, motorcycles, golf carts, snowmobiles, watercraft or other recreational equipment may be parked, kept or stored on the Property (i) within 68 feet from the centerline of a road or within 10 feet from the property line of any Lot, or (ii) for more than 14 consecutive days, unless parked, kept or stored within a garage or otherwise screened in a manner such that the items are not visible from another Lot or the common roadway.

7.7 Use of Temporary Structures. No structure of a temporary character, mobile home, manufactured home, travel trailer, camper, tent, shack, barn, or other similar building or structure shall be used on any Lot at any time as a residence, living abode or living quarters, either temporarily or permanently; except that tents, campers, travel trailers and motor vehicles designed or used to provide temporary, movable living quarters for recreational use, owned or used by a guest of an Owner or Occupant may be used for such purposes on such Owner or Occupant's Lot for a period not to exceed thirty (30) days per year while visiting such Owner or Occupant, subject to applicable provisions of the County ordinances and regulations. In addition, auxiliary or accessory structures containing additional living quarters may be permitted, subject to applicable County ordinances and regulations.

7.8 Exterior Alterations and Lighting. All Dwellings, structures, buildings, additions, enclosures, alterations, color changes, and other improvements of or to a Lot which are visible from the exterior of a Dwelling shall be subject to the provisions of Section 8 hereof. In addition to the foregoing, no fence, boundary wall, shack or similar storage structure shall be permitted on the Property. No free-standing wood stoves or furnaces shall be permitted on the Property, unless contained within a Dwelling or other building. All exterior lighting shall be restrained, limited and subdued so as to not interfere in any way with the use and enjoyment of neighboring, adjacent and surrounding Lots. Light trespass is prohibited by applicable County ordinances.

7.9 Animals. Common domestic house pets such as dogs, cats, fish, birds and the like shall be permitted on the Property. A pet must be housed and maintained exclusively within the Owner's Dwelling or within an appropriate pet house, shelter, kennel or enclosure, except when under the direct control of the owner or other responsible person. Subject to Section 8, pet houses, shelters, kennels and enclosures are permitted on the Property; provided, that, no pet may be left unattended outdoors overnight, allowed to make an unreasonable amount of noise nor to become a nuisance or a threat to the safety of others. No animal may be bred, or kept or maintained for business or commercial purposes, anywhere on the Property. The word "animal" shall be interpreted in its broadest sense and shall include all living creatures except humans. Notwithstanding the foregoing, no Rule nor any provision of the Governing Documents may prohibit the keeping of a qualified service dog or similar animal by a person who is disabled within the meaning of the Fair Housing Amendments Act of 1988 or comparable state law.

7.10 Quiet Enjoyment. All Owners and Occupants and their guests shall have a right of quiet enjoyment in their respective Lots, subject to the rights of other Owners and Occupants to reasonable use of their respective Lots and the normal and customary sights, sounds and activity generated thereby given the existing and contemplated future use of the Property. The Property shall be occupied and used in such a manner as will not cause a nuisance, nor unduly restrict, interfere with or impede the use and quiet enjoyment of the Property by other Owners and Occupants and their guests.

7.11 Compliance with Law; Liability. No use shall be made of the Property which would violate any then existing municipal codes or ordinances, or state or federal laws, including without limitation County ordinances and regulations of the Minnesota Department of Natural Resources, nor shall any act or use be permitted which could cause waste to the Property, cause a material increase in insurance rates on the Property, or otherwise cause any unusual liability, health or safety risk, or expense, for the Association or any Owner or Occupant.

7.12 Environmental Restrictions. Notwithstanding any contrary provision in the Governing Documents, the Lots, Common Property (if any) and any environmentally sensitive areas of the Property shall be used and maintained according to the following conditions and restrictions:

7.12.1 Ponds and wetlands, whether located on a Lot or on Common Property (if any), and whether natural or otherwise, shall be maintained in substantially the same condition as originally established.

7.12.2 Excavating or filling wetlands on the Property is prohibited, without permits and/or approvals issued by the County, the Minnesota Department of Natural Resources and/or the US Army Corp of Engineers, as applicable.

7.12.3 Each Lot and the Common Property (if any) shall be maintained free from noxious weeds, debris, trash and other refuse. All trash and refuse shall be kept, stored and disposed of in accordance with local, state, federal and other applicable governmental regulation.

7.12.4 No improvement shall be erected or maintained, no excavation, grading or reshaping shall be undertaken, and no fill or other material shall be placed, on a Lot which may change or impede the natural or intended flow of water through any drainage area on the Property.

7.13 Time Shares, Planned Unit Development and Common Interest Communities Prohibited. The time share form of ownership, or any comparable form of lease, occupancy rights or ownership which has the effect of dividing the ownership or occupancy of a Lot or Dwelling into separate time periods, is prohibited. In addition, no portion of the Property shall be included within a "Planned Unit Development" or within a Common Interest Community as defined in Minnesota Statutes Chapter 515B.

SECTION 8

ARCHITECTURAL STANDARDS

8.1 Restrictions on Improvements. The following restrictions and requirements shall apply to the Dwellings constructed or to be constructed on the Lots and other alterations on the Property:

8.1.1 All Dwellings, structures, buildings, additions, enclosures, alterations and other improvement of or to any Lot shall be constructed, undertaken and performed in strict compliance with the City ordinances and building codes and all other applicable governmental laws, codes and regulations.

8.1.2 The exterior surfaces of a Dwelling located upon a Lot shall be of earth-tone colors only, and the exterior surfaces of any additions, alterations and other improvements to a Dwelling shall be compatible with the exterior surfaces of such Dwelling in design, color, quality and materials.

8.1.3 No Dwelling shall be erected having more than the following maximum square footage:

<u>Dwelling Style</u>	<u>Maximum Square Footage Requirements</u>
One-story rambler	1,600 square feet of ground floor space
Other styles	As approved in writing by the Association and Developer, so long as Developer owns at least one Lot

All Maximum square footage requirements shall be exclusive of breezeways, three-season porches, porches, decks, terraces, patios, basements or garages.

8.1.4 All Dwellings or other structures shall be located within the boundaries of the applicable Lot and in accordance with City ordinances and building codes and all other applicable governmental laws, codes and regulations.

8.1.5 Clear cutting of any Lot or Common Property (if any) is prohibited, except that clearing a Dwelling site, yard area, driveway and garden area on each Lot shall be permitted in accordance with City ordinances and other applicable governmental laws, codes and regulations. All stumps from trees that are removed in accordance with this Section shall be buried, burned or otherwise removed from the Property. An Owner shall be permitted to harvest dead or diseased trees from the Owner's Lot.

8.1.6 The exterior surface of any Dwelling shall be completed within one year after the commencement of construction of such Dwelling.

8.1.7 Only one Dwelling shall be permitted within any Lot.

8.1.8 All Dwellings shall be constructed on industry standard concrete foundations, with foundation walls of concrete block or poured concrete.

8.1.9 All other outbuildings, garages or other structures on a Lot shall be similar in color, location, type, quality and design in relation to the Dwelling located on such Lot.

8.1.10 In the event of any conflict between the specific restrictions and requirements of this Section 8.1 or other provisions of the Governing Documents and the provisions of any applicable laws, codes, ordinances and regulations of any governmental authority, the more restrictive requirement or provision shall apply.

8.1.11 All Dwellings shall comply with the following:

- a) New construction with earth tone natural or muted colors.
- b) Maximum 1600 square feet living space (not garage) foot print.
- c) Up to 3 stall attached garage with maximum 768 square feet.
- d) Maximum of one (1) accessory building of same style and appearance as house, no larger than 300 square feet.
- e) Must be a member of WOODLAND ESTATES HOMEOWNERS' ASSOCIATION.
- f) No motorhomes or boats to be stored outside.
- g) 30 months from purchase of lot to substantial completion of structure.
- h) House designs to be approved by Mountain Iron Economic Development Authority board.
- i) Solid surface (asphalt, concrete, brick paver) driveways.

8.2 Owner Responsibility/Indemnity. Each Owner who causes an improvement of any type to be made to such Owner's Lot shall be responsible for the construction work and any claims, damages, losses or liabilities arising out of the improvement. The Owner shall hold harmless, indemnify and defend the Association, and its officers, directors and committee members, from and against any expenses, claims, damages, losses or other liabilities, including without limitation attorneys' fees and other professional fees and costs, arising out of (i) any improvement which violates any governmental laws, codes, ordinances or regulations; (ii) the adequacy of the specifications or standards for construction of the improvement; and (iii) the construction of the improvement.

SECTION 9

MAINTENANCE

9.1 Maintenance by Association. The Association shall not, and has no obligation to, maintain any portion of the Dwellings. The Association's maintenance obligations are as follows:

9.1.1 The Association shall maintain, repair and replace the Common Property (if any), including all improvements thereon, including without limitation any common entrance signs, monuments and related landscaping which serve the Property.

9.1.2 The Association shall maintain, repair and replace the roadway providing access to and from the Lots and the adjacent public road, unless such maintenance is undertaken by the City or other applicable governmental authority.

9.1.3 The Association shall maintain, repair and replace the roadway, the Common Property (if any) and related improvements in accordance with the requirements of the applicable City zoning approvals and permits and other applicable regulations.

9.1.4 The Association shall provide basic maintenance services such as lawn mowing and snow removal on the lots.

9.1.5 The Association may, upon approval by a majority vote of the Owners, provide for other maintenance services to or for the benefit of the Lots.

9.2 Maintenance by Owner. Subject to Section 9.1, all maintenance, repair and replacement of the Lot, Dwelling and all other improvements located on a Lot shall be the sole obligation and expense of the Owner of the Lot. Maintenance for which the Owner is obligated shall be performed in a good and workman like manner and in accordance with all other applicable codes, ordinances, regulations and laws. All Dwellings, structures, landscaping and other improvements on or to a Lot shall be maintained in good and sanitary condition and each Owner shall perform all necessary cleaning, trash removal, maintenance, repair and related services as shall be necessary to maintain such condition. If an Owner fails to perform any maintenance, repair or replacement activity for which the Owner is responsible hereunder (except for the exterior of the Dwelling located within the Lot), or renders any maintenance, repair or replacement necessary by such Owner's acts or omissions, or by that of Occupants or guests, the Association may undertake such maintenance, repair or replacement activity and assess the Owner's Lot for the cost thereof pursuant to Section 6.4. However, prior to undertaking such maintenance, repair or replacement, the Association shall provide at least 30 days notice to the Owner, specifying the deficiencies at issue, during which time the Owner may undertake measures to correct the deficiencies. If the deficiencies are not corrected, then the Association may proceed with the maintenance, repair or replacement work.

SECTION 10

INSURANCE

10.1 Required Coverage. The Association shall obtain and maintain, at a minimum, a 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:

10.1.1 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 improvements located on the Common Property (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 also cover personal property owned by the Association.

10.1.2 Comprehensive public liability insurance covering the Common Property (if any), and the Association's use, operation and maintenance of such property and other property or improvements which the Association is obligated to maintain, 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 have minimum limits of One Million Dollars per occurrence. 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 or Occupants.

10.1.3 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 Lot.

10.1.4 Workers' compensation insurance to the extent required by law.

10.1.5 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; Deductibles. All insurance premiums shall be assessed and paid as part of annual Assessments. Policy deductible amounts shall be determined by the Board. The Association may, in the case of a claim for a covered loss, (i) pay the deductible amount as a Common Expense; (ii) assess the deductible amount against the Lot or Lots affected in any reasonable manner; or (iii) require the Owner of any affected Lot 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 contain the following provisions or endorsements, if reasonably available:

10.4.1 Each Owner and mortgagee is an insured Person under the policy with respect to liability arising out of the Owner's 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 Association and members of the Board.

10.4.3 No act or omission by any Owner or secured party, 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 (subject to Section 10.2).

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

10.6 Owner's Personal Insurance. It is the obligation of each Owner 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 on the Owner's Lot, and public liability insurance covering the Owner's Lot. All insurance policies maintained by Owners shall, if possible, provide that they are without contribution as against any insurance purchased by the Association, except as to deductible amounts or other items not covered by the Association's insurance.

SECTION 11

RECONSTRUCTION, CONDEMNATION AND EMINENT DOMAIN

11.1 Reconstruction. In the event of 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 promptly following the casualty and shall be carried through diligently to conclusion. The Association shall be responsible for the repair and reconstruction of Common Property improvements (if any) and other improvements which the Association is obligated to maintain hereunder and the Owners shall be responsible for the repair and reconstruction of improvements to their respective Lots.

11.1.2 The repair and reconstruction shall be in accordance with the requirements of Section 8 and 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 to the Association by the Owner of the damaged improvements.

11.1.4 Notwithstanding the foregoing, repair and reconstruction of a Dwelling 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 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 Property (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 Lot, the Owner of the Lot shall negotiate and settle all claims, subject to the rights of any mortgagee of the Lot.

SECTION 12

EASEMENTS

Each Lot and the Common Property (if any), and the rights of the Owners and Occupants therein, shall be subject to the perpetual, appurtenant easements and rights granted and reserved in this Section 12.

12.1 Use and Enjoyment. Each Lot shall be the beneficiary of nonexclusive easements for use and enjoyment on and across the Common Property (if any), subject to any restrictions authorized by the Governing Documents.

12.2 Utilities and Services. The Property shall be subject to and benefited by non-exclusive easements in favor of the Association, the City and all utility companies and other service providers for the installation, use, maintenance, repair and replacement of all utilities and services, such as natural gas, electricity, telephone, cable TV, internet and other electronic communications, water, sewer, septic systems, wells, and similar services, and metering and control devices, which exist, which are constructed as part of the development of the Property, which are approved by the Association under authority contained in the Governing Documents, or which are referred to in the Plat or otherwise described in this Declaration or any other duly recorded instruments. Each Lot, and the rights of the Owners and Occupants thereof, shall also be subject to and benefited by a non-exclusive easement in favor of the other Lots and the Association for all such utilities and services installed in accordance with the foregoing provision of this Section; 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 Lots by the Owners and Occupants, nor affect the structural or architectural integrity of the Lots or Dwellings.

12.3 Drainage and Ponding. The Common Property (if any), the yard areas of the Lots and the Additional Real Estate (regardless of whether it is added to the Property) shall be subject to and benefited by non-exclusive easements for storm and surface water drainage and ponding over those parts of the Property which are designated, designed, improved or graded for such purposes as a part of the development of the Property by or under the direction of the Developer.

12.4 Emergency Access to Lots. In case of emergency, all Lots are subject to and benefited by a non-exclusive easement in favor of the Association for access, without notice and at any time, in favor of fire, police or other public safety personnel.

12.5 Project Signs. Developer and the Association shall have a non-exclusive easement and right to erect and maintain temporary and permanent signs and related monuments identifying the community on the Common Property (if any) and on Lots owned by the Developer. Those parts of the Property on which permanent monument signs or related improvements are located shall be subject to non-exclusive easements in favor of the Association for the continuing use, maintenance, repair and replacement of said signs and improvements.

12.6 Developer Rights. The Lots and the Common Property (if any) are subject to exclusive easements in favor of the Developer or its assigns for the exercise of its Developer Rights as described in the Governing Documents.

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

12.8 Continuation, Scope and Conflict of Easements. The easements set forth in this Section (i) shall run with the land and shall be appurtenant to the benefited Property; (ii) shall supplement and not limit any easements described elsewhere in this Declaration or otherwise recorded; (iii) shall be permanent, subject only to termination in accordance with the terms of the easement; (iv) shall be subject to reasonable regulation by the Association and shall be subject to such reasonable limitations as to location and routing as may be established by the Association or any governmental authority; and (v) shall include reasonable access to the easement areas over and through the Property for purposes of construction, maintenance, repair, replacement and reconstruction. Notwithstanding anything in this Declaration to the contrary, no Owner or Occupant shall be denied reasonable access to his or her Lot or the right to utility services thereto.

12.9 Non Interference; Impairment Prohibited. All Persons exercising easement rights shall do so in a reasonable manner so as not to materially interfere with the operation of the Property or cause damage to the Property, and shall be financially liable for all costs of repair of any part of the Property which is damaged by the Person's exercise of the easement rights. No improvement shall be erected or maintained, no excavation, grading or reshaping shall be undertaken, and no fill or other material shall be placed, in an easement area, which may damage or interfere with the installation, use or maintenance of such area, or which may change or impede the intended flow of water through any drainage area. No Person shall otherwise impair, obstruct or cause damage to any easement area, or improvements or equipment installed therein.

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 Governing Documents, the Rules, and such amendments thereto as may be made from time to time, and the decisions of the Association. A failure to comply shall entitle the Association to the relief set forth in this Section, in addition to the rights and remedies authorized elsewhere by the Governing Documents or by law. The remedies referred to in Section 13.2 are exclusively for use by the Association.

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

13.2 Remedies. In addition to its other remedies, the Association shall have the right, but not the obligation, to implement any one or more of the following specific remedies against Owners:

13.2.1 Commence legal action for money owed, damages or equitable relief in any court of competent jurisdiction with respect to the collection of Assessments.

13.2.2 For each past due Assessment or installment thereof, impose late charges of up to twenty-five dollars, and impose interest at the rate of twelve percent per year or the highest rate permitted by law, whichever is greater, accruing beginning on the first day of the 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 Lot 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 and other professional fees and costs, interest 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 Foreclose any Assessment lien arising under the provisions of the Governing Documents or under law, in the manner provided by the Governing Documents or by law.

13.2.5 Subject to Section 13.3, impose reasonable fines, penalties or charges for each violation of the Governing Documents or the Rules.

13.3 Rights to Hearing. Before the imposition of any of the remedies authorized by Section 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 the offender notice of the nature of the violation and the right to a hearing, and ten days within which to request a hearing. If a hearing is requested, it 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, to appear at the hearing or to request alternative dispute resolution, 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. All charges, fines, expenses, penalties, interest or other impositions under this Section shall be a lien against the Lot 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 and Fees. With respect to any collection measures, or any other measure or action, legal, administrative or otherwise, which the Association takes pursuant to the provisions of the Governing Documents or Rules, whether or not finally determined by a court or arbitrator,

the Association may assess the violator and his or her Lot with any expenses incurred in connection with such enforcement, including without limitation fines or charges previously imposed by the Association, reasonable attorneys' fees and other professional fees, costs and interest (at the rate of twelve percent per year or the highest rate permitted by law, whichever is less) 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 or Occupant and a lien against such Owner's Lot.

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 Lot, 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 Lot.

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 and the Rules, as provided therein.

13.8 Enforcement by County. The County may, at its option and in its sole discretion, enforce the provisions of the Governing Documents and assess the costs thereof against the Association and/or the Lots, in the event the Association shall fail to observe or perform the obligations of the Association contained in the Governing Documents, and such failure is not cured within sixty (60) days after the County gives the Association written notice of such failure.

SECTION 14

AMENDMENTS

14.1 Approval Requirements. Except as otherwise expressly provided in this Declaration, this Declaration may be amended only by the approval of:

14.1.1 Subject to the provisions of Section 14.2, Owners who have the authority to cast at least sixty-seven percent of the votes cast at a duly constituted meeting of the Owners in accordance with the Bylaws; and

14.1.2 Developer as to certain amendments as provided in Section 15; and

14.1.3 The County as to any amendment to the Declaration or other Governing Documents which affects the rights or obligations of the County under the Governing Documents.

14.2 Applicability of Covenants and Limitation on Amendments. Notwithstanding any provisions to the contrary contained herein or within the other Governing Documents, the provisions of this Section and the covenants and restrictions set forth in Sections 7.2, 7.13, 7.15, 7.16 and 15.3 hereof shall not be limited or modified by other covenants or any other legal

document and shall not be subject to amendment or other change without the unanimous prior written consent of the Owners of Lots 1 through 7, Block 1. Furthermore, the right to create or amend any covenants, conditions or restrictions, other than those set forth above, and which relate to lake access or shoreline use, shall be controlled by the vote of five-sevenths of the Owners of Lots 1 through 7, Block 1, notwithstanding the provisions of Section 14.1.1.

14.3 Procedures. Approval of the amendment by the Owners may be obtained at a meeting of the Association duly held in accordance with the Bylaws or by written ballot. Approvals by other Persons shall be in writing. Any amendment shall be subject to any greater requirements imposed by the Governing Documents. The amendment shall be effective when recorded in the appropriate County recording office. An affidavit by the President or Secretary of the Association as to the outcome of the vote, or the execution of the foregoing approvals or consents, shall be adequate evidence thereof for all purposes, including without limitation, the recording of the amendment.

SECTION 15

DEVELOPER RIGHTS

Developer hereby reserves the exclusive authority, for itself and its successors and assigns, to exercise the following rights for as long as it or they own a Lot, or has the right to add Additional Real Estate, or for any shorter period indicated:

15.1 Complete Improvements. To complete the improvements included in Developer's development plans, approved by the County or allowed by this Declaration, and to make improvements in or to the Lots owned by the Developer and Common Property (if any) in furtherance of the exercise of any Developer Rights.

15.2 Add Additional Real Estate. To add Additional Real Estate to the Property as described in Section 16.

15.3 Relocate Boundaries, Alter Lots and Subdivide, Partition and Convert Lots. To (i) combine any Lot owned by it subject to applicable County ordinances and regulations, and (ii) create additional Lots.

15.4 Sales Facilities. To construct, operate and maintain a sales office, model Dwellings and other development and sales facilities within the Common Property (if any) and within any Lots owned by Developer from time to time.

15.5 Signs. To erect and maintain signs and other sales displays offering the Lots for sale or lease, in or on any Lot owned by Developer, and on the Common Property (if any).

15.6 Easements. To have and use easements, for itself, its employees, contractors, builders, representatives, agents, prospective purchasers and other invitees through and over the Common Property (if any) and the yard areas of Lots owned by it for the purpose of exercising its rights under this Section 15.

15.7 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 turnover of control by the Developer, or (ii) when Developer no longer owns a Lot for initial sale. When any one of these two events occurs, an Association meeting will be held within sixty days at which the Owners will elect a Board in accordance with the terms and conditions of the Bylaws.

15.8 Consent to Certain Amendments. Developer's written consent shall be required for any amendment to the Governing Documents or Rules which in any way affects Developer's rights under the Governing Documents or Rules.

Developer may convey, assign or license, in whole or in part, the rights described in Sections 15.1 through 15.7 to other developers or to builders or other Persons pursuant to an agreement signed by Developer and the other party.

SECTION 16

MISCELLANEOUS

16.1 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.

16.2 Construction. Where applicable the masculine gender of any word used herein means the feminine or neutral gender, or vice versa, and the singular of any word used herein means the plural, or vice versa. References to the Act, or any section thereof, shall be deemed to include any statutes amending or replacing the Act, and the comparable sections thereof.

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

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

16.5 Duration. The covenants, conditions, restrictions, easements, liens and charges contained in this Declaration shall be perpetual, subject only to termination by court order or by (i) the affirmative vote of eighty percent of the votes in the Association and eighty percent of the holders of first mortgages on Lots (one vote per mortgage held); (ii) the written approval of the County; and (iii) the written approval of Developer for so long as it owns a Lot for initial sale or has the right to Additional Real Estate.

WOODLAND ESTATES

**EXHIBIT A TO DECLARATION OF COVENANTS,
EASEMENTS AND RESTRICTIONS**

DESCRIPTION OF PROPERTY

Lot One (1) through Lot Six (6) inclusive, Block One (1), Lot One (1) through Lot Thirteen (13) inclusive, Block Two (2) , Lot One (1) through Lot Five (5) inclusive, Block Three (3); , Lot One (1) through Lot Three (3) inclusive, Block Four (4); Outlots A and B; Woodland Estates Addition, Mountain Iron according to the recorded plat thereof, St. Louis County, Minnesota.

WOODLAND ESTATES
EXHIBIT B TO DECLARATION OF COVENANTS,
EASEMENTS AND RESTRICTIONS
DESCRIPTION OF COMMON PROPERTY

Outlots A and B.

