

DECLARATION  
OF  
STANDARDS, COVENANTS,  
CONDITIONS AND RESTRICTIONS

*Hazeltime Estates*

THIS DECLARATION, made as of this 3rd day of May,  
1979, by Marvin R. Hartman and Caroline M. Hartman, husband and wife, herein-  
after referred to as "Declarants."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of  
Carver, State of Minnesota, which is more particularly described in Exhibit  
A attached hereto and made a part hereof.

WHEREAS, said property is subject to certain Double Townhouse  
Residential Standards, Covenants, Conditions and Restrictions, filed September  
25, 1978, in the office of the Carver County Registrar of Titles and registered  
as Document No. 28440.

WHEREAS, Declarant is desirous of establishing certain special  
covenants, conditions and restrictions with respect to the property described  
in said Exhibit A.

NOW, THEREFORE, Declarant hereby declares that all of the property  
described in Exhibit A shall be held, sold, conveyed, and developed subject  
to and in accordance with the following special covenants, conditions and  
restrictions, which shall apply to each and every part and parcel thereof,  
and which shall apply to and bind each and every successor in interest thereof,  
and which are imposed upon said property as a servitude in favor of Declarant  
and Hazeltime Estates Association, for the benefit of the property described  
in said Exhibit A and for the benefit of each owner of any part or parcel  
thereof.

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean and refer to Hazeltime Estates  
Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether  
one or more persons or entities, of a fee simple title to any Lot or Site  
which is a part of the property described in Exhibit A, excluding contract  
sellers and including in place thereof their contract purchasers, and excluding

those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in Exhibit A attached hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned in fee by Hazeltine Estates Association for the common use and enjoyment of the Owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Site" shall mean and refer to any parcel of land conveyed to an Owner for one single family residence, whether a single platted lot or more or less than a single platted lot.

Section 7. "Declarant" shall mean and refer to Marvin R. Hartman and Caroline M. Hartman, husband and wife, their heirs, successors or assigns.

Section 8. "Declaration" shall mean and refer to this Declaration of Special Covenants, Conditions and Restrictions, as the same may from time to time be amended.

Section 9. "Members" shall mean and refer to those persons entitled to membership as provided in the Declaration.

## ARTICLE II.

### SUBORDINANTION OF DECLARATION AND ASSOCIATION

All provisions, rights, terms, conditions and other matters contained in this Declaration, and the Hazeltine Estates Association herein referred to, shall be entirely subordinate and subject to all provisions, rights, terms, conditions and other matters contained in the Double Townhouse Residential Standards, Covenants, Conditions and Restrictions filed in the Office of the Carver County Registrar of Titles and registered as Document No. 28440, and to the Jonathan Association, its successors and assigns.

It is herein expressly provided that Hazeltine Estates Association herein referred to is in no way in derogation of any rights or obligations now or hereafter established by The Jonathan Association or by said Double Townhouse Residential Standards, Covenants, Conditions and Restrictions as the same are from time to time amended. It is further hereby expressly provided that the Owners of Lots or Sites included within the boundaries of the property described in Exhibit A and who thereby became members of Hazeltine Estates Association shall continue to be members of The Jonathan Association, and that the establishment of Hazeltine Estates Association in no way relieves, removes, or reduces in any manner whatever the obligations of its members to The Jonathan Association, and Hazeltine Estates Association shall be subject to and subordinate to The Jonathan Association in all respects. Hazeltine Estates Association shall not have the power or right to exclude any member of The Jonathan Association, whether or not a member of Hazeltine Estates Association, from, or in any manner interfere with, possession and enjoyment of the Common Areas and rights in Special Common Areas owned by The Jonathan Association.

The establishment of Hazeltine Estates Association shall not in any manner contravene the rights of members in The Jonathan Association as expressed in declaration that at any time, or from time to time, may affect all or any part of the properties within The Jonathan New Town Development.

### ARTICLE III.

#### PERMITTED USES, CONDITIONS AND RESTRICTIONS

##### Section 1. Permitted Uses.

- (a) Lots 2 through 5, Block 1, Hazeltine Estates, shall be used only for residential purposes; no building shall be commenced, erected, altered, placed or permitted to remain on any of said Lots other than one single family townhouse dwelling.

Lots 6 through 9, Block 1, Hazeltine Estates, shall be only for garage purposes, and no buildings shall be commenced, erected, altered, placed or permitted to remain on any of said Lots other than a garage.

- (b) No Lots shall be subdivided or split by any means whatsoever into a greater number of Sites, nor into any Site or Sites of smaller size.
- (c) Any Owner may delegate, in accordance with the by-laws of the Association, his right of enjoyment to the Common Areas to the members of his family or his tenants.

- (d) No noxious or offensive activity shall be conducted on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners or the Association.
- (e) All uses shall comply with the zoning and other applicable regulations as set forth by the City of Chaska. Said regulations shall govern if inconsistent herewith to the extent actually inconsistent. If said regulations are more strict than the standards herein set, the regulation or the standard herein which is more strict shall apply. If not inconsistent herewith, the standards herein contained shall be considered as requirements in addition to said regulations.
- (f) No signs shall be placed on any Lot except that one "For Sale" sign may be placed on any Site if approved by the Association.
- (g) No birds, animals, dogs, cats, insects or pets of any kind shall be kept on any Lot.
- (h) No structure of a temporary character, trailer, basement, tent, shack, or other building shall be used on any Lot at any time as a residence, either temporarily or permanently, nor shall any recreational vehicle or other recreational equipment be stored outside, except recreational equipment located on the Common Area by the Association.
- (i) No objectionable trees or shrubbery, such as cottonwood and box elder trees, shall be planted or permitted to remain on any Lot subject hereto.
- (j) No profession or home occupation shall be conducted on any Lot except as permitted by the City of Chaska pursuant to its zoning ordinances and as approved by the Association.
- (k) All rights of the Declarant provided in this section shall terminate at the time of the last Lot subject hereto is sold by the Declarant.

Section 2. Required Yards and Site Maintenance.

- (a) Outside storage of any items shall not be allowed unless screened from view by enclosures so as to effectively screen such storage from view outside the Lot. The design of such screened enclosure must be approved by the Association.
- (b) All buildings shall be maintained in a state of good order and repair and all other Lot areas shall be properly maintained at all times. In the event any owner of a Lot in the Properties, entitled and required to belong to the Association, shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors the Association, after approval by two-thirds (2/3rds) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which said Lot is subject.

### Section 3. Plan Approval, Improvements, Alterations, etc.

- (a) No improvement shall be commenced, erected, placed or exteriorly altered, including normal restaining and re-painting, nor any substantial landscape work done on any residential Lot until the building or alteration plans and specifications, including elevations and architectural renderings and plat showing the location of such improvement on the particular building Lot; including general landscape plans have been submitted to and approved in writing by the Association. Provided, however, that the Association shall not be liable to anyone in damages who has submitted plans for approval, or to any landowner by reason of mistake in judgment, negligence or non-feasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval of any such plans. Likewise anyone so submitting plans to the Association for approval, by submitting such plans, and any person when he becomes an Owner agrees that he will not bring any action or suit to recover from any such damages against the Association. The Association shall not unreasonably withhold approval of any plans submitted pursuant hereto. However, failure to meet the standards contained herein, the requirements contained herein, or standards relating to compatability of the existing structures, as to exterior design, construction materials, size of improvement or color scheme for a high class residential area, shall be grounds for reasonable disapproval of any such plans. Failure of the Association to disapprove any plans within sixty (60) days after submission of said plans to it shall be deemed to be approval thereof. All construction work shall, upon approval, be carried on with dispatch and upon completion thereof, the Lot shall be promptly landscaped.
- (b) All improvements shall be constructed in conformity of the then existing building codes and other applicable codes, ordinances and regulations of the City of Chaska.
- (c) Section 3 (a) shall apply only to improvements made to the property subject hereot after conveyance of such property by the Declarant.

### ARTICLE IV.

#### HAZELTINE ESTATES ASSOCIATION

Declarant has incorporated as a non-profit corporation Hazeltine Estates Association in which all Site Owners are entitled and required to be members. There shall be no other qualification for membership and no costs in connection therewith except as herein set forth.

The Association shall have one class of voting membership:

Members shall be all Owners and shall be entitled to one vote for each Site owned. When more than one person holds an interest in any Site, all such persons shall be members. The vote for such Site shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Site.

## ARTICLE V.

### MAINTENANCE ASSESSMENTS

Section 1. Declarant for each Site or Lot owned within the properties subject hereto, hereby covenants and each Owner of any Site by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) Annual Assessments; (ii) Special Assessments for capital improvements; and (iii) Special Assessments for Maintenance and Repair of Common Sewer and Water Facilities; all such assessments to be established and collected as hereinafter provided. Any assessments authorized herein, together with interest, costs and reasonable attorneys' fees, shall be a lien against a Site or Lot from the date payable and may be enforced by action at law in the same manner as a mechanic's lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Site or Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Site or Lot from Liability for any assessments thereafter becoming due or from the lien thereof.

In addition, each such assessment together with interest, costs and reasonable attorneys' fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Such personal obligations may be enforced by a judgment against the Site or Lot Owner in question.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties, for the improvement and maintenance and repair of: (1) The Common Area; (2) the sewer and water facilities located upon and within the Common Area; (3) all private roads and parking areas within the Common Area, including the removal of snow therefrom; (4) the common utility, sewer and water facilities serving the townhouses within each building, as hereinafter provided; (5) the exteriors of the buildings situated on the Properties; and for taxes and insurance for the Common Area. The Board of Directors of the Association shall fix the amount of the annual assessment.

Section 3. Special Assessments for Capital Improvements. In

addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of three-fourths (3/4ths) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast seventy-five percent (75%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Both Annual Assessments and Special Assessments for Capital Improvements shall be assessed on a uniform per Site basis for all Sites and may be collected on the monthly, quarterly, semi-annually or annually basis as shall be determined by the Board of Directors of the Association.

Section 6. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to all Sites on the first day of May 1979. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Site at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed

by an officer of the Association setting forth whether the assessments on a specified Site have been paid. If such a certificate states that an assessment has been paid or that an assessment is unpaid, such certificate shall be conclusive evidence of such payment and the amount of any unpaid assessment.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the same manner as foreclosure of a mechanic's lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Site.

#### ARTICLE VI.

#### PROPERTY RIGHTS

Section 1. Common Area. The Common Area conveyed to the Association prior to the date hereof is described as

Lot 1, Block 1, Hazeltine Estates  
according to the plat thereof on file and of record in the Office of the Registrar of Titles in and for Carver County, Minnesota. Said Common Area was conveyed to the Association by Declarant subject to a reservation in Declarant of the right to use such Common Area for utility development, either public or private, including without limitation as private utilities, wire, cable, wideband coaxial cable and every other coaxial cable of every kind and description and appurtenances used or useful in connection therewith, and to grant rights therein to utility companies, public agencies or other persons, corporation or associations for use or development of utilities therein and to construct and make additional improvements in such Common Area. The sewer and water facilities within the Common Area shall be private and owned and maintained by the Association; provided, however, that Declarant hereby grants to the City of Chaska the right to enter upon said Common Area to repair said facilities in the event the City of Chaska, by resolution, determines that the failure of the Association to repair said facilities adversely affects the public sewer or water systems.



Section 2. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, including without limiting the generality of the foregoing, the right of ingress and egress to his Site or Lot, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by three fourths (3/4ths) of the members agreeing to such dedication has been recorded.
- (d) The right of the Owner of a Lot to an exclusive easement over portions of the Common Area occupied by fireplaces, roof overhangs, air conditioning compressors, flower boxes, decks, balconies, encroachments not to exceed one foot, and other appurtenances which are part of the original construction or which are added subject to standards, covenants, conditions and restrictions of record.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family or his tenants.

Section 4. Party Walls and Common Utility, Sewer and Water Facilities. Certain Owners of Lots within the properties have constructed on the line or lines of their Lot certain party walls, and the water and sewer lines serving Lots 2, 3, 4 and 5, Block 1 are individual lines from each of said lots to the common line situated in the Common Area east of Lot 5, Block 1. Each owner, by the acceptance of a deed for that Lot (whether or not it shall be so expressed in such deed) does hereby grant an easement over the property contained in such deed to the Owners of the remaining Lots over the property contained in such deed for purposes of repairing or reconstructing said sewer and water lines. Each Owner of a Lot having a party wall constructed in part thereon with Owners of other Lots, by acceptance of a deed for that Lot (whether or not it shall be so expressed in such deed), is deemed to covenant and agree that any wall located on a Lot line shall be designated a party wall

to be jointly owned by the Owners having the common Lot line, and that the expense of repair or rebuilding of any such party wall shall be borne equally by the Owners having the party wall and each such Owner shall be granted an easement over the property of the other for such repair or rebuilding. Provided, however, that should any such repair or rebuilding become necessary due to the negligence or misuse of any of the party wall or, in the event any of the individual sewer or water lines require repair or reconstructing by an Owner, then such repair or rebuilding shall be done at the sole cost and expense of the Owner guilty of such negligence or misuse or the owner of the Lot to which such sewer or water line is connected. In the event an Owner becomes solely obligated to repair or rebuild the whole or any part of a party wall or sewer or water facility, he shall be liable for all damages of every nature occasioned or caused to another Owner's property, and shall be liable and shall hold such other Owners harmless from all claims for injury or damage caused to any person or persons or property due to such repair or rebuilding, and shall promptly pay all bills and keep all affected Lots free of mechanic's liens for costs and expenses incurred for such repair or rebuilding. In the event of the failure of the negligent or misusing Owner to perform his obligations hereunder, or in the case of the individual sewer or water lines the Owner fails to repair same, the Association may perform such obligations and assess the negligent or misusing Owner for the full costs thereof. In the event of such an assessment against a negligent or misusing Owner, the Association shall be entitled to a lien in the amount of the full costs of such repair or rebuilding on the negligent or misusing Owner's Lot, in addition to the remedy of a personal judgment, and shall have the right to foreclose such lien in the manner for foreclosure of a mechanic's lien. The lien herein shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the property in question until a statement setting forth a claim therefor has been filed of record in the office of the Carver County Registrar of Titles or unless a suit and appropriate lis pendens to enforce said lien has been filed of record in Carver County prior to recordation of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such Mortgage). Any lien claim filed for record pursuant hereto shall terminate six

months after filing unless a suit and appropriate lis pendens to enforce said lien have been filed of record in Carver County before the end of said six month period. Any lien claim pursuant to this section shall be deemed subordinate to the lien of any first mortgage.

#### ARTICLE VII.

##### COVENANTS FOR INSURANCE

Each Owner except the Declarant, by acceptance of a deed for a Site, whether or not it shall be so expressed in such deed or other conveyance, covenants to carry, maintain, and timely pay the premium or premiums, on a policy of fire, extended coverage, vandalism, and malicious mischief with all risk endorsement insurance. Said insurance shall cover a minimum of the entire replacement cost of the improvements located on such Site. Said insurance shall be in a form satisfactory to the Association and shall be issued in the name of the Association as Insurance Trustee for the Owner, and shall provide that losses shall be payable to the Trustee and the mortgagee of record of such Site, if any. Notwithstanding any of the above, in the event the Association elects to secure a master policy which provides said insurance, the Owner shall join in said master policy. Said master policy shall be issued in the name of the Association as the Insurance Trustee for the owner and shall provide that losses shall be payable to the Trustee and mortgagees of record, if any.

In the event that any townhouse is destroyed or damaged by causes covered by the insurance referred to above, all proceeds of said insurance coverage shall be payable to the Association as Insurance Trustee for the Owner or Owners of said townhouses, and to any mortgagee or mortgagees of record. Said insurance proceeds shall be applied and administered as follows:

- (a) In the event of such an insured loss, all insurance proceeds paid to the Trustee and mortgage or mortgagees of record shall be deposited by said Trustee and mortgagees in escrow with a title insurance company acceptable to them, as hereinafter provided.
- (b) In the event of an insured loss to a townhouse, the Owner of the townhouse with respect to which the insured loss occurred shall, within thirty (30) days after the insurance proceeds are deposited with a title insurance company in accordance with paragraph (a) above, enter into a firm contract with a qualified builder providing for the reconstruction or remodeling of the townhouse to substantially

the same condition as existed immediately prior to the insured loss; provided, however, that no contract shall be entered into by the Owner for an amount in excess of the insurance proceeds then held by the title insurance company for said townhouse until additional funds are deposited by the Owner sufficient to cover all construction costs as determined by the title insurance company. Said reconstruction or remodeling shall be commenced and completed with due diligence and in no event shall such work be completed later than 180 days after said insurance proceeds are deposited in as aforesaid. The Association and mortgagee of record of the townhouse affected shall have the right, but not the obligation, to deposit such additional funds in excess of insurance proceeds as may be required to permit construction as herein provided.

- (c) In the event the Owner fails to enter into a contract as provided in paragraph (b) above, for the reconstruction or remodeling as provided above; or in the event that reconstruction or remodeling is not commenced or completed as provided above, then the Trustee or the mortgagee of record with the consent of the Trustee, shall have the right, but not the obligation, to enter into those contracts which it deems necessary to complete said reconstruction or remodeling, and the Trustee or mortgagee shall have the right to have said insurance proceeds applied in satisfaction of any obligations incurred pursuant to said contracts, without liability of any kind to the Owner, including, but not limited to, no liability for interest on said insurance proceeds. The Association may employ any bonded party or parties as its agents in exercising those functions herein given to it. The Association shall be empowered to pay said agent and to collect said charge from the Owner or Owners, as the case may be, and in the same manner as that which is provided below, for the collection of an insurance premium paid by the Association.
- (d) Disbursements of funds on deposit pursuant to paragraph (a), above, for contracts for reconstruction or remodeling entered into under paragraphs (b) and (c), above, shall be made by the title insurance company selected as hereinabove provided, subject to the following:
  - (1) All said reconstruction or remodeling shall be subject to plan approval pursuant to these standards, covenants, conditions and restrictions.
  - (2) Receipt by the title insurance company of written consent of any party holding a lien or encumbrance on said home.
  - (3) Receipt by the title insurance company of such sworn construction statements, lists of subcontractors, lien waivers and receipts as it shall determine to be appropriate. Disbursements may be by periodic or progress payments, and the title insurance company may make such inspections and withhold such payments as it deems necessary to insure completion in compliance with the plans and specifications. The title insurance company, and the Trustee may collect such charge from the Owner or Owners as the case may be, and in the same manner as that which is provided for below, for the collection of insurance premiums paid by the Association.

- (e) Nothing contained in this Section shall be construed to make the Association or its Board of Directors, or the mortgagee or mortgagees of record, if any, responsible for collection or non-collection of any insurance proceeds; said Association of Board of Directors, or mortgagees, being responsible solely for the insurance proceeds which came into their hands. The Owner of each townhouse damaged or destroyed by causes referred to above shall collect or cause to be collected from the insurance carrier involved the proceeds of the policy covering his townhouse for the use of the Trustee as hereinabove provided.
- (f) In the event that a remodeling or reconstruction contract is, for any reason, not entered into pursuant to the provisions of paragraphs (b) and (c), above, within 180 days after deposit of insurance proceeds with the title insurance company for a damaged or destroyed townhouse, as herein provided, said title insurance company shall disburse said proceeds to each mortgagee of record of the affected Site or townhouse as its interest appears to retire the indebtedness secured under said mortgage, and disburse the remaining deposits, if any, to the Owner and Owners, as their interests may appear.

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

The Association may, but shall not be required to, make payment of insurance premiums on behalf of any Owner who becomes delinquent in such payment, then such payment and the cost hereof shall be treated and enforced as if it is part of the annual assessment and shall be a charge and continuing lien on the Site for whose benefit such premium payment is made and shall also be the personal obligation of the Owner of such Site at the time such premium payment is made.

#### ARTICLE VIII.

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any

Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 3<sup>rd</sup> day of May, 1979.

Marvin R. Hartman  
Marvin R. Hartman

Caroline M. Hartman  
Caroline M. Hartman

STATE OF MINNESOTA )  
                                  ) SS  
COUNTY OF CARVER )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of May, 1979, by Marvin R. Hartman and Caroline M. Hartman.

Luke Melchert  
Luke Melchert, Notary Public Carver County Minnesota  
My Commission Expires April 5, 1982

Drafted by: Luke Melchert, Attorney  
Chaska, MN 55318

Exhibit "A"

Lots 1 thru 9, Block 1, Hazeltine Estates, according  
to the map or plat thereof on file in the office of  
Registrar Of Titles in and for Carver County, Minnesota

Doc # 24624  
File # 6391

CERTIFICATE NUMBER 11641-11649

BOOK 34 PAGE 289-297

STATE OF MINNESOTA, }  
County of Carver } SS

OFFICE OF THE REGISTER OF TITLES

I hereby certify that the within and foregoing  
were filed in this office at Chaska, Minnesota, on the

3 day of May A. D. 199  
at 10:30 o'clock P. M.

Paul W. Harmon Register