

ADDENDUM TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

WIMBLEDON HILLS CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

CONDOMINIUM NUMBER 120

THIS ADDENDUM is made this 18th day of October, 1989, by WIMBLEDON HILLS, INC., a Minnesota corporation, hereinafter referred to as "Declarant" and does hereby make this ADDENDUM to that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WIMBLEDON HILLS CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., CONDOMINIUM NUMBER 120 dated the 25th day of January, 1989.

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Wimbledon Hills Condominium Homeowners Association, Inc. on the 25th day of January, 1989; and

WHEREAS, Declarant hereby desires to issue an addendum to said Declaration of Covenants, Conditions and Restrictions for Wimbledon Hills Condominium Homeowners Association, Inc., and;

WHEREAS, the Covered Property is not subject to municipal or local ordinances restricting or regulating the condominium form of ownership within the meaning of Section 515A.1-106 of the Act.

NOW THEREFORE, Declarant makes this Addendum to Declaration of Covenants, Conditions and Restrictions for Wimbledon Hills Condominium Homeowners Association, Inc. and specifies that this Addendum to Declaration together with the original Declaration of Covenants, Conditions and Restrictions for Wimbledon Hills Condominium Homeowners Association, Inc. dated the 25th day of January, 1989 shall constitute covenants to run with the Covered Property, and that the Covered Property and all Units which are a part thereof shall be used, held, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, all of which shall be binding upon all owners having any right, title or interest therein and their heirs, personal representatives, grantees, successors and assigns.

ARTICLE I.

Voting Rights, Common Expenses and Undivided Interests

The allocation to each Condominium Unit of an undivided interest in the Common Elements, a portion of the votes in the As-

sociation and a portion of the Common Expenses of the Association are as follows:

Section 1. Voting rights, Common Expense obligations and undivided interest in the Common Elements are allocated to each Unit, and shall be allocated to any other Condominium Units created in accordance with Article IV hereof and Article XIV of the original Declaration of Covenants, Conditions and Restrictions dated January 25, 1989, on the basis of the proportion of area of each Condominium Unit to the total area of all Condominium Units; except that special allocations of Common Expenses shall be permitted as provided in Article III of the original Declaration of Covenants, Conditions and Restrictions. The foregoing allocations to the Condominium Units created by the original Declaration of Covenants, Conditions and Restrictions together with this Addendum are described in Exhibit "A" hereto attached and made a part hereof. The allocations and the rights and obligations accruing to the Condominium Units created on the Additional Real Estate pursuant to Article IV hereof and Article XIV of the original Declaration of Covenants, Conditions and Restrictions dated January 25, 1989 shall be based upon the same formula as used on the first Phase and shall be effective as to the Additional Real Estate and the Condominium Unit Owners of Condominium Units created thereon as of the time of filing of the Amendment to the Declaration which annexes the Additional Real Estate in accordance with the Act.

Section 2. The ownership of a Condominium Unit shall include the voting rights, Common Expense obligations and percentages of the undivided interest in the Common Elements as described in Section 1 of this Article, as amended from time to time to reflect any other Condominium Units created pursuant to Article IV hereof. Said rights, obligations and interests and the title to the Condominium Units shall not be separated or separately conveyed. The allocation of the rights, obligations and interest set forth herein may not be changed, except in accordance with the Governing Documents and the Act.

Section 3. The voting rights of the Condominium Unit Owners shall be governed by the Governing Documents and the Act. The Condominium Unit Owner, or some Person designated to act as proxy on behalf of the Condominium Unit Owner, and who need not be a Condominium Unit Owner, may cast the vote allocated to such Condominium Unit at meetings of the Association; provided, that if there are multiple Owners of a Condominium Unit, only the Condominium Unit Owner or other Person designated pursuant to the provisions of the By-Laws may cast such vote.

Section 4. Each Condominium Unit Owner shall be a member of the Association by virtue of such ownership, and shall remain as a member until such time as such Person is no longer a Condominium Unit Owner, at which point membership shall automati-

cally cease. When more than one Person is a Condominium Unit Owner of a single Condominium Unit, all Persons shall be members of the Association, but multiple ownership of a Condominium Unit shall not increase the voting rights allocated to such Unit nor authorize the division of the voting rights.

## ARTICLE II.

### DESCRIPTIONS OF UNITS AND APPURTENANCES

Section 1. There are twenty (20) Condominium Units, each of which constitutes a separate freehold estate, subject to the creation of additional Condominium Units as provided in Article IV hereof and Article XIV of the original Declaration of Covenants, Conditions and Restrictions of Wimbledon Hills Condominium Homeowners Association, Inc. dated January 25, 1989. The designation and location of the Condominium Units are as shown on the Floor Plans, which are a part of the original Declaration of Covenants, Conditions and Restrictions of Wimbledon Hills Condominium Homeowners Association, Inc. The designation and location of additional Condominium Units will be shown on such Supplemental Floor Plans as may be filed from time to time pursuant to Article IV hereof and Article XIV of the original Declaration of Covenants, Conditions and Restrictions of Wimbledon Hills Condominium Homeowners Association, Inc.

Section 2. Unit boundaries are as follows: The boundaries of each unit shall be its peripheral walls and ceilings and the unfinished floor and the Condominium Unit shall include without limitation, such things as the plaster board, wall board, plaster, paneling, and finishing materials forming its boundaries; provided, that any load bearing portions of any interior or exterior walls, ceilings or floors shall be Common Elements. The boundary of each Condominium Unit shall also extend along the inside surface of its exterior doors and windows (including frames), and such doors and windows shall be deemed to be Limited Common Elements appurtenant to such Condominium Unit.

Section 3. If any chute, flue, duct, pipe, wire, conduit, bearing wall, bearing column, or any other such component or fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof which does not affect the function of any Unit or the Common Elements and serves only that Condominium Unit is a Limited Common Element allocated exclusively to that Condominium Unit, and any portion thereof serving or affecting the function of more than one Unit or any portion of the Common Elements is a part of the Common Elements.

Section 4. Any appurtenances such as, screens, doorsteps, stoops, balconies, decks, patios or similar appurtenances, and all exterior doors and windows or other fixtures,

designed to serve only a certain Condominium Unit but located outside the Condominium Unit's boundaries, are Limited Common Elements allocated exclusively to that Condominium Unit.

Section 5. Subject to the provisions of Sections 2, 3 and 4 of this Article, all spaces, interior partitions and fixtures, and improvements within the boundaries of a Unit are a part of the Unit.

Section 6. Each Unit shall have appurtenant easements for ingress and egress to a public street or highway on and across adjoining Common Elements as shown on the Floor Plans and as described in the original Declaration of Covenants, Conditions and Restrictions and shall have appurtenant easement of enjoyment on and across the Common Elements and Limited Common Elements.

Section 7. Each Condominium Unit shall be subject to and shall be the beneficiary of appurtenant easements for all services and utilities servicing the Condominium Units and the Common Elements, and for maintenance and repair as described in the original Declaration of Covenants, Conditions and Restrictions.

Section 8. Each Condominium Unit shall be subject to and shall be the beneficiary of appurtenant easements for encroachments described in Article v hereof.

Section 9. All rights, easements and other appurtenances burdening or benefiting a Unit shall be inseparable from that Unit and shall burden and benefit the respective Condominium Unit Owners and Occupants and their guests. Neither the Governing Documents, nor the Association nor any Person shall materially restrict or impair access to utilities or ingress and egress to and from any Condominium Unit or any Limited Common Elements appurtenant thereto.

Section 10. No Condominium Unit nor any part of the Common Elements may be subdivided or partitioned without the prior written approval of all Condominium Unit Owners and all First Mortgagees.

### ARTICLE III.

#### Restrictions on Use of Property

Declarant, and all other Condominium Unit Owners and Occupants, by their acceptance of a conveyance of an interest in the Covered Property or by their occupancy of a Condominium Unit or any part thereof, covenant and agree that, in addition to any other restrictions which may be imposed by the Act or the Governing Documents, the use, operation, alienation and conveyance of the Covered Property shall be subject to the following restrictions:

Section 1. The Covered Property shall be held, conveyed, encumbered, leased, used and occupied subject to all covenants, conditions, restrictions, uses, limitations and obligations expressed in the Governing Documents and the Act, as amended from time to time. All such covenants and obligations are in furtherance of a plan for the Covered Property, and shall be deemed to run with the land and be a burden and benefit to Declarant, its grantees, successors and assigns and any Person occupying a Condominium Unit or acquiring or owning an interest in the Property, their heirs, personal representatives, grantees, successors and assigns.

Section 2. The Common Elements shall remain undivided, and no Condominium Unit Owner or Occupant may bring any action for partition or subdivision.

Section 3. The Condominium Units shall be used by Condominium Unit Owners and Occupants and their guests as private residential dwellings only, and not for transient or hotel purposes, all as described in and authorized by the Governing Documents. Any occupancy of a Condominium Unit (except for concurrent occupancy by guests) for a period of less than 60 days, or any occupancy which includes services customarily furnished to hotel guests, shall be deemed to be transient purposes. All Condominium Unit Owners and Occupants and their guests shall have a right to quiet enjoyment in their respective Condominium Units and the Common Elements, and shall use the Property in such manner as will not unduly restrict, interfere with or impede the use thereof by other Condominium Unit Owners and Occupants and their guests.

Section 4. Leasing of Condominium Units shall be allowed, subject to reasonable regulation by the Association, provided: (i) that, with the exception of a First Mortgagee in possession of a Condominium Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Condominium Unit Owner or Occupant shall be permitted to lease his/her/their Condominium Unit for transient or hotel purposes or for a period of less than sixty (60) consecutive days, (ii) that no Condominium Unit may be subleased, (iii) that any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Governing Documents, the Rules and Regulations and the Act and that any failure of lessee to comply with the terms of such documents shall be a default under the lease, (iv) that all leases shall be required to be in writing, and (v) that the Condominium Unit Owner and/or Occupant of a leased Condominium Unit shall provide to the Association, upon request, a copy of the lease agreement (in executed or unexecuted form, as requested).

Section 5. Garages, as well as other designated parking areas on the Covered Property, shall be used only for parking of vehicles owned by Condominium Unit Owners and Occupants and their guests. The use of garages and other parking areas on the Property shall be subject to reasonable regulation by the Association, including without limitation the right of the Association to assign parking spaces other than garages for the use of certain Condominium Unit Owners and Occupants. The Association's right to regulate parking and access thereto shall be subject to the easements granted by Article XIII of the original Declaration of Covenants, Conditions and Restrictions of Wimbledon Hills Condominium Homeowners Association, Inc.

Section 6. No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted in any Condominium Unit or the Common Elements; except (i) a Condominium Unit Owner or Occupant residing in a Condominium Unit may keep or maintain his or her business or professional records in such Condominium Unit and handle matters relating to his/her/their business by telephone or correspondence therefrom, provided that such uses do not involve any overt business activity such as signs, bulk mailings, deliveries or use of the Condominium Unit by customers or employees; (ii) the Association may maintain an office on the property for management purposes and (iii) the Declarant may exercise its rights as set forth in Article XVIII, Section 18 of the original Declaration of Covenants, Conditions and Restrictions dated January 25, 1989.

Section 7. No use shall be made of the Covered Property which would violate the then existing municipal ordinances or state or federal laws, nor shall any act or use be permitted which would cause a material increase in insurance rates on the Covered Property or otherwise tend to cause liability or unwarranted expense for the Association or any Condominium Unit Owner or Occupant.

Section 8. No alteration or improvement, of any type, temporary or permanent, structural, aesthetic or otherwise, shall be made, or caused or suffered to be made, by any Condominium Unit Owner, Occupant or their guests in any part of the Common Elements without the prior written authorization of the Board of Directors, or a committee appointed by it, and compliance with Article IV hereof and Article XIV of the original Declaration of Covenants, Conditions and Restrictions dated January 25, 1989.

Section 9. All Condominium Units and Limited Common Elements are subject to entry, without notice and at any time, by an officer or member of the Board of Directors of the Association, by the Association's designated management agents or by any

public safety personnel, in case of emergency. Entry may also be had for maintenance purposes under the conditions prescribed in Article VII of the original Declaration of Covenants, Conditions and Restrictions dated January 25, 1989.

#### ARTICLE IV

##### Rights To Add Additional Real Estate

Section 1. Declarant Rights to Add Additional Real Estate. Declarant hereby explicitly reserves the right to add Additional Real Estate to the Covered Property pursuant to Section 515A.2-111 of the Act and in accordance with the following conditions:

a. The Additional Real Estate is described in Exhibit "C" of the original Declaration of Covenants, Conditions and Restrictions and is contiguous with the Covered Property. The Additional Real Estate may be added to the Covered Property in additional phases, at such time and in an order as may be selected by Declarant in its sole discretion. Declarant is under no obligation to add the Additional Real Estate; however, the right to Declarant to add the Additional Real Estate shall lapse seven (7) years after the date of recording of the original Declaration of Covenants, Conditions and Restrictions of Wimbledon Hills Condominium Homeowners Association, Inc. and this Addendum to said Declaration of Covenants, Conditions and Restrictions or upon earlier express written withdrawal of such right by Declarant or its assigns.

b. The Additional Real Estate, when and if it is annexed to the Covered Property, will contain up to 96 additional Condominium Units, together with related Common and Limited Common Elements. All Condominium Units created on the Additional Real Estate shall be restricted exclusively to residential use.

c. The Buildings and Condominium Units located upon the Additional Real Estate shall be compatible with the other Buildings and Condominium Units which are part of the Covered Property in terms of architectural style, size, quality of construction, and principal materials employed in construction. All contemplated improvements on the Additional Real Estate shall be substantially completed within the meaning of the Act to annexation.

d. All covenants and restrictions contained in the original Declaration of Covenants, Conditions and Restrictions of Wimbledon Hills Condominium Homeowners Association, Inc. and this Addendum to said Declaration affecting the use, occupancy, and alienation of Condominium Units will

apply to all Condominium Units created on the Additional Real Estate.

e. In addition to the Condominium Units, the Additional Real Estate will contain Common Element improvements such as entry walks and landscaping, and may contain Limited Common Element improvements such as decks and patios.

f. The statements made in Subsections a through e above shall not apply in the event Additional Real Estate is not added to the Condominium.

## ARTICLE V

### Encroachments

If there is an encroachment by a Condominium Unit upon the Common Elements, Limited Common Elements, or upon another Condominium Unit, or by the Common Elements upon a Unit, as a result of construction, reconstruction, repair, shifting, settlement or movement of the Property, or any part thereof, an appurtenant easement for the encroachment and for the maintenance thereof shall exist for so long as the encroachment exists. Such encroachments and easements shall not affect the marketability of title.

## ARTICLE VI

### General

Section 1. If any term, covenant, provision or any 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 instrument or exhibits.

Section 2. Where applicable the masculine gender of any word used herein shall mean the feminine or neutral gender, or vice versa, and the singular of any word used herein shall mean the plural, or vice versa.

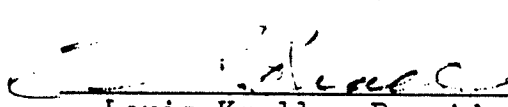
Section 3. In the event that any incident occurs which could reasonably give rise to a demand by the Association against Declarant for indemnification pursuant to Section 515A.3-111 of the Act, the Association shall promptly tender the defense of the claim or action to its insurance carrier and give Declarant written notice of such tender and the specific nature of the claim or action.



Section 4. In the event of any conflict among the provisions of the Act, the Declaration and Addendum to Declaration, the By-Laws or any Rules and Regulations approved by the Association, the Act shall control. As among the Declaration together with the Addendum to Declaration, By-Laws and Rules and Regulations, the Declaration and Addendum shall control, and as between the By-Laws and the Rules and Regulations, the By-Laws shall control.

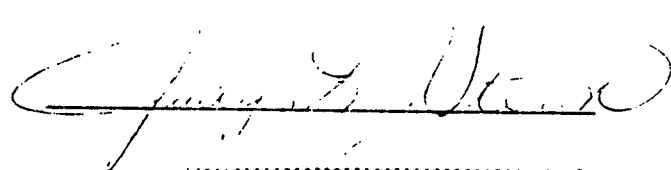
IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first above written.

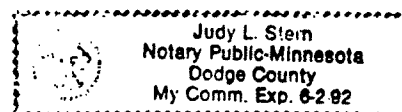
WIMBLEDON HILLS, INC.  
a Minnesota corporation

  
\_\_\_\_\_  
Louis Krall - President

STATE OF MINNESOTA )  
                              : ss  
COUNTY OF OLMSTED )

On this 18th day of October, 1989, before me a Notary Public within and for said County and State, personally appeared LOUIS KRALL to me personally known, who, being by me duly sworn did say that he is the President of the corporation named in the foregoing instrument and that said instrument was signed by authority of its Board of Directors and said Louis Krall acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_



# EXHIBIT "A"

## WIMBLEDON HILLS CONDOMINIUMS CONDOMINIUM NUMBER 120

<u>Property Description</u>	<u>Undivided Interest in Common Elements and Share of Common Expenses Attributable To Each Unit</u>	<u>Number of Votes For Each Unit</u>
Building A		
Unit 1	1/5	1
Unit 2	1/5	1
Unit 3	1/5	1
Unit 4	1/5	1
Building B		
Unit 1	1/5	1
Unit 2	1/5	1
Unit 3	1/5	1
Unit 4	1/5	1
Building C		
Unit 1	1/5	1
Unit 2	1/5	1
Unit 3	1/5	1
Unit 4	1/5	1
Building D		
Unit 1	1/5	1
Unit 2	1/5	1
Unit 3	1/5	1
Unit 4	1/5	1
Building E		
Unit 1	1/5	1
Unit 2	1/5	1
Unit 3	1/5	1
Unit 4	1/5	1

PROOFED  
GRANTOR  
GRANTEE  
TRACKED  
PAID  
CHG.

Oct 19 1989

3.

1. William C. Sullivan Deputy

