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**RIVER LANDING
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS,
A SINGLE FAMILY RESIDENTIAL DEVELOPMENT
IN THE CITY OF HANOVER,
COUNTY OF WRIGHT, STATE OF MINNESOTA**

THIS DECLARATION, made on this 15th day of June, 2023, by Sunram Development Company, LLC, a Minnesota limited liability company (herein referred to as “Declarant”);

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described as Exhibit A attached hereto and by this reference incorporated herein for all purposes, and desires to create thereon a residential community for pleasure, recreation and general benefit of the residents of said community; and

WHEREAS, Declarant is desirous of establishing certain minimum standards to ensure proper use and appropriate development and improvement of each residential Lot therein contained as to:

- A.** Protect the Owners of Lots against such improper use of such surrounding buildings and Lots as will depreciate the value of their property;
- B.** Guard against the erection thereon of structures constructed of improper or unsuitable materials;
- C.** Ensure adequate and reasonable development of said Property;
- D.** Encourage the erection of attractive improvements appropriately located to prevent inharmonious appearance and function;
- E.** Provide adequate setbacks; and
- F.** In general, to benefit and burden the Lots for the purpose of facilitating the development and maintaining the desired tone of the community, and thereby securing to the Owner of each Lot the full benefit and employment thereof, with no greater restriction on the free and undisturbed use of the Lots than is necessary to ensure the same advantages to the other Lots which are subject to the terms of this Declaration.

(Letters (A), (B), (C), (D), (E) and (F) above are sometimes hereinafter collectively called the “Criteria for Standards”.) and;

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and to this end desires to subject the real property described on **Exhibit A** to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each Owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to receive the power to attend to and effectuate policies and programs that will enhance the pleasure and value of said community, and maintain, administer and enforce the covenants and restrictions, and collect and disburse the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated, under the laws of the State of Minnesota, River Landing Association for the purpose of exercising the functions as aforesaid; and

WHEREAS, the residential development subject to this Declaration consists solely of separate parcels of real estate designed or utilized for detached single family Living Units; and

WHEREAS, River Landing Association, a Minnesota non-profit corporation, has no obligation to maintain any building containing a Living Unit.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares that the real property described on **Exhibit "A"** is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, restrictions, easements, charges and liens hereinafter set forth, which covenants, restrictions and easements shall run with the real property described on **Exhibit "A"** and be binding on all parties having any right, title or interest in the hereinafter described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE 1.

Definitions

1.1. Definitions. The following words, when used in this Declaration, shall have the following meanings:

1.1.1. "Association" shall mean and refer to River Landing Association, a Non-profit corporation organized and existing under the laws of the State of Minnesota, and its successors and assigns.

1.1.2. "City" shall mean City of Hanover, a municipal corporation under the laws of the State of Minnesota.

1.1.3. "Common Area" shall mean and refer to all real property interests owned by the Association for the common good and/or use of the Owners, including Outlots A and F, RIVER LANDING.

1.1.4. "Declarant" shall mean and refer to Sunram Development Company, LLC, a Minnesota limited liability company, its successors and assigns, if such successor or

assign shall acquire more than one undeveloped Lot from the Declarant for the purpose of development. Notwithstanding the foregoing, no individual or entity acquiring an undeveloped Lot from the named Developer shall become a "Developer" solely by such acquisition, but only as a result of a specific assignment of Developer and/or Declarant rights, which assignment shall not be effective unless incorporated in the instrument of conveyance.

1.1.5. "Developer" shall mean and refer to the Declarant.

1.1.6. "Landscape Amenities" shall mean real property and improvements or interest therein (including but not limited to entrance monuments, Common Areas and landscaped Cul-de-sac islands, if any, and associated landscaping and including without limitation fee or easement interests) owned or held by the Association for the benefit or common good of its Members.

1.1.7. "Living Unit" shall mean and refer to a residential housing unit consisting of a group of rooms and hallways and attached garage which are designed and intended or use as living quarters for one family and located or to be located upon one Lot.

1.1.8. "Lot" shall mean and refer to any tract or parcel of land designated as a Lot(s) shown upon any recorded plat or subdivision map of the Property, with the exception of any tracts or parcels designated as out lots.

1.1.9. "Member" shall mean and refer to every person or entity who is a record Owner of a fee or undivided fee simple interest in any Lot which is subject by covenants of record to assessment by the Association (excluding contract sellers and including in place thereof their contract purchasers, except as to any Lot where Declarant is the contract seller, in which case Declarant shall continue to be deemed the Owner of such Lot or Lots).

1.1.10. "Mortgage" shall mean and refer to any mortgage or other security instrument by which a Lot, or any part thereof, or any structure thereon, is encumbered.

1.1.11. "Mortgagee" shall mean any person or entity named as the Mortgagee, or any successors or assigns to the interest of such person or entity under a Mortgage.

1.1.12. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot (excluding contract sellers and including in place thereof their contract purchasers, except as to any Lot where Declarant is the contract seller, in which case Declarant shall continue to be deemed the Owner of such Lot or Lots) and excluding any person except Declarant having such interest merely as security for the performance of an obligation.

1.1.13. "Permit" shall mean any conditions or restrictions required by the City Council of the City of Hanover for development of the Property as a planned residential community development, as the same may be amended or modified by the City of Hanover.

1.1.14. "Private Driveway" shall mean and refer to access driveways from main thoroughfares to individual Living Units.

1.1.15. "Private Yard Area" shall mean and refer to that portion of a Lot not covered by a Living Unit or by a Private Driveway.

1.1.16. "Property" shall mean and refer to all the real property subject to this Declaration, all of which is more fully described on **Exhibit "A"** attached hereto and by this reference incorporated herein for all purposes and such additional real property as may be subjected to this Declaration as more fully set forth in **Article 2**.

1.1.17. "Wetlands" shall mean the natural areas protected by the Wetland Conservation Act and identified on the attached **Exhibit B**.

ARTICLE 2.

Property Subject to this Declaration

2.1. Property subject to this Declaration. The real estate subject to this Declaration is located in the City of Hanover, Wright County, Minnesota and is legally described on **Exhibit A** and graphically depicted on **Exhibit A-1** attached hereto, all of which real property shall hereinafter be referred to as the "Initial Property".

ARTICLE 3.

Membership and Voting Rights in the Association

3.1. Membership. Every person or entity who is an Owner of a fee or undivided fee simple interest in any Lot which is subject by covenants of record to assessment by the Association (excluding contact seller and including in place thereof their contract purchasers, except as to any Lot where Declarant is the contract seller, in which case Declarant shall continue to be deemed the Owner of such Lot or Lots) shall be a Member of the Association. The foregoing is intended to exclude persons or entities except Declarant who hold an interest merely as a security for the performance of an obligation until such time such person acquires a fee simple interest in such Lot by foreclosure or by any proceeding in lieu thereof. Membership shall be appurtenant to and may not be separated from the ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

3.2. Voting Rights. The Association shall not have nor shall it issue any capital stock, and may only have 2 classes of voting membership.

3.2.1. Class A. Class A members shall be all those Owners as defined in **Section 1.1.9**, with the exception of the Declarant. Each Class member shall be entitled to one (1) vote for each Lot in which he holds the interest required for membership by **Section 3.1**. When more than one (1) person holds such interest in any Lot, all such persons shall be

Members. The vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

3.2.2. Class B. The Declarant shall be the sole Class B member and shall be entitled to three (3) votes for each Lot owned, including any Lot in which Declarant has an interest as the contract seller. Class B membership shall cease and be converted to Class A membership upon the occurrence of the first of the following events:

3.2.2.1. When the total number of votes outstanding in the Class A membership equals or exceeds the total number of votes outstanding in the Class B membership; or

3.2.2.2. On June 30, 2033.

ARTICLE 4.

Maintenance and Assessment

4.1. Initial Maintenance By Developer. The Developer shall furnish all maintenance, repair and replacement to the Landscape Amenities and Wetlands for a period of one (1) year following the recording of this Declaration and shall pay the cost thereof.

4.2. Maintenance By Association. Following the one (1) year period described in paragraph 4.1 above, the Association shall provide all maintenance and repair of the Common Areas, Landscape Amenities and Wetlands. The Association may, at such time, provide such further or additional maintenance and repair and expansion as it may determine to be in the best interest of the Association.

4.3. Expense Allocation. The expense of any maintenance, repair or replacement performed by the Association shall be assessed to Lots as provided in this **Article 4**.

4.4. Creation of Assessments. The Developer, for each Lot owned by it, hereby covenants, and each Owner, by acceptance of a deed for a Lot, whether or not it shall be expressed in such deed or other conveyance instrument, is deemed to agree to pay to the Association: (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge upon the Lots and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not be passed to successors in title unless expressly assumed by them.

4.5. Annual Assessments; Purpose of Annual of Assessments; Certain Increases in Assessments. There shall be an annual assessment levied for the purpose of paying the costs of the Association's performance of its obligations as defined in **Article 4**, together with the incidental costs of operating the Association. In any calendar year, the assessments payable by the Members as a whole, other than for insurance coverages, shall not be increased more than

110% of the annual assessment for the prior year without a vote of the Membership, at a special meeting called for the purpose of considering such increase.

4.6. 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 the capital improvement upon the Landscape Amenities, entrance monuments, Wetlands, and Landscaped Cul-de-sac Islands, provided that any such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

4.7. Uniform Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all Lots.

4.8. Notices of Assessments. The annual assessment or special assessment for each year shall be fixed, and written notice shall be provided to each Lot Owner at least thirty (30) days prior to the date which the assessment is due. Failure by a Lot Owner to receive such notice shall not render any assessment or special assessment invalid. 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 said in forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on the Lot is binding upon the Association as of the date of its issuance.

4.9. Effect of Nonpayment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association.

4.9.1. If any Assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien on such Lot or Lots, which shall bind such Lot or Lots in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. Such lien shall run in favor of the Association and shall be superior to all other liens and encumbrances on such Lot except for the following:

4.9.1.1. Liens for general real estate taxes and special assessments levied by any government authority; and

4.9.1.2. The lien of any first Mortgage as provided in **Section 4.9.3** hereof.

4.9.2. All other lien holders acquiring liens on any Lot after this Declaration shall have been recorded, and whose liens shall also have been recorded, shall be deemed to consent that their liens shall be and remain inferior to future liens provided for herein, whether or not such consent has been expressed in the instruments creating their liens.

4.9.3. To evidence a lien for sums assessed pursuant to this article, the Association shall prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot and a description of the Lot, and shall file or record the same, but such notice of lien shall not be recorded until such assessment has been wholly or partially unpaid for at least thirty (30) days from the due date. Such lien may be enforced and foreclosed by the Association, either by action or advertisement, in the same manner in which mortgages on real property may be foreclosed in Minnesota or, alternatively, in the manner prescribed by Minnesota Statutes for the foreclosure of a mechanic's lien. Each Owner, by acceptance of a deed for any Lot, does further hereby give full and complete power of sale to the Association and does consent to a foreclosure of the assessment lien by advertisement. In the event that the Association shall prevail in any such foreclosure, the person personally obligated to pay the same shall be required to pay all costs of foreclosure, including but not limited to reasonable attorneys' fees. All such costs and expenses and any assessments against the Lot which shall become due during the period of foreclosure and redemption shall be added to and become a part of the amount secured by said lien. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot as the Owner thereof. A release of the notice of lien shall be executed by an officer of the Association and recorded upon payment of all sums secured by such lien.

4.9.4. Any encumbrance holding a lien on any Lot may pay, but shall not be required to pay, any amounts secured by the lien created and authorized by this section, and upon payment of such sums, such encumbrance shall be subrogated to and shall be entitled to an assignment of all rights of the Association with respect to such lien, including but not limited to priority as to any other lien or interest in such Lot, except the right of first mortgagees as provided in **Section 4.10**.

4.9.5. The Association shall, upon written request, report to any first Mortgagee or other encumbrancer of a Lot the amount of the assessments remaining unpaid for a period longer than thirty (30) days after the same shall become due.

4.9.6. Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the rate of 8% per annum. No Owner may waive or otherwise escape personal liability for the assessments provided for herein by abandonment of his or her Lot. A suit to recover a money judgment for such expenses, with costs of collection and interest as provided for herein, shall be maintainable by the Association without foreclosing or waiving the lien securing the same.

ARTICLE 5.

Easements

5.1. Easements. In addition to the easements, covenants, restrictions and conditions concerning architectural and exterior controls, Lots shall be subject to easements and covenants

hereinafter specifically described for the benefit of the property or for the limited benefit of specified adjoining Lots, all as more fully set forth hereinafter in this article.

5.2. Easements for Utilities and Drainage. Utility and drainage easements are dedicated as shown on the recorded plat of River Landing Association. Within said easements, no building, structure, planting, fill or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or impede the flow of water over said easements.

5.3. Public Underground Utility Easements. Each Lot over which a public utility easement has been dedicated, as show on the recorded plat of the Property, shall be subject to a right and easement for underground general utility purposes over that portion of such Lot which is burdened with such dedicated public utility easements. Such utility purposes shall include but not be limited to sewer, water, electrical, cable television and telephone purposes, including the right to build; construct, reconstruct, rebuild, repair, maintain and operate underground sewer, water, electrical mains and telephone cables, and any surface connections to such underground mains, along with the right to enter upon and open the ground for such purposes, provided that all such openings shall be filled and the surface restored to its former condition. All such utility easements shall jointly run in favor of and inure to the benefit of the Owners of the Lots and any and all public authorities or utility companies maintaining or operating any utility facility upon such easement area.

5.4. Private Yard Easements. Each Owner shall be fully entitled to the exclusive use and occupancy of the Private Yard Area in the Owner's Lot to the exclusion of all others; provided, however, the Association generally and all other Owners shall be entitled to a visual easement over all Private Yard Areas, subject to and limited by the structures approved by the Architectural Control Committee. No Owner shall erect or cause to be erected any structure of any sort upon the Owner's Lot, or plant any trees or shrubs, prior to obtaining the written approval of the Association as more fully provided in **Article 6**.

ARTICLE 6.

Approval by Architectural Control Committee Prior to Construction

6.1. Purpose and Authority. In order to maintain the Criteria for Standards, to prevent the impairment of the attractiveness of the individual Lots and to maintain the desired tone of the residential community, and thereby secure to each Owner the full benefit and enjoyment of its Lot with no greater restriction on the free and undisturbed use of a Lot than is necessary to ensure the same advantages for the other Owners, an Architectural Control Committee is hereby established.

6.2. Membership. The Architectural Control Committee (hereinafter referred to as "Committee" shall be established and composed as follows:

6.2.1. Until a Certificate of Occupancy has been issued for Living Units constructed upon all of the Lots described on Exhibit A, the Declarant shall name three (3) individuals to serve as the Committee, reserving the authority to remove, replace or

reappoint individuals serving on the Committee and further reserving the right to appoint replacement members of the Committee.

6.2.2. Following the issuance of Certificates of Occupancy as provided in **Section 6.2.1** above, the Architectural Control Committee shall be composed of the Board of Directors of the Association or three (3) or more representatives appointed by the Board of Directors.

6.2.3. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

6.2.4. The members of the Committee or its designated representatives shall be entitled to reasonable compensation for services performed pursuant to **Article 6**.

6.3. Procedure. Before commencing any permanent improvement on or to any of the described Lots, including landscaping, the construction or external alteration of any building, enclosure, fence or any other structure, the Owner shall first submit a site plan and plans and specifications in conformance with the requirements of the Permit and, including as applicable, in the sole discretion of the Committee, architectural, engineering and landscape plans, for the written approval of the Architectural Control Committee.

The Committee's approval or disapproval shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or within said thirty (30) day period submit the issue to arbitration as hereinafter provided, approval will not be required.

The Committee shall take into consideration the planned location of the proposed improvement, its conformity and harmony of external design with existing or planned improvements in River Landing Association and the location of the improvement with respect to topography and finished ground elevation. Conformity by the Owner with such requirements as may be imposed by the City of Hanover in connection with the issuance of a building permit for the Lot shall not create a presumption that such planned improvement is compatible and in harmony with the existing or planned development of other Lots. Conformity by the Owner with such requirements as may be imposed by the Committee in connection with the issuance of Committee approval shall not create a presumption that such planned improvement is in accordance with such requirements as may be imposed by the City of Hanover in connection with issuance of a building permit upon the Lot. In the event the approval of the Committee is not obtained within the thirty (30) day period and a dispute exists between the Owner and the Committee in regard to a proposed improvement requiring Committee approval, the matter shall be determined by arbitration in the following manner:

6.3.1. Either party may, by written notice to the other within the thirty (30) day period required for approval or disapproval of plans and specifications, appoint an arbitrator, which appointment shall be noted in writing to the other party. The other party shall, by written notice within five (5) days after receipt of such notice by the first party,

appoint a second arbitrator and in default of such appointment, the first arbitrator appointed shall be the sole arbitrator.

6.3.2. When two (2) arbitrators have been appointed as hereinabove provided, they shall, if possible, agree on a third arbitrator and shall appoint him or her by written notice, signed by both of them, with a copy mailed to each party therein within five (5) days after such appointment.

6.3.3. In the event five (5) days shall elapse after the appointment of the second arbitrator without notice of appointment of a third arbitrator as hereinabove provided, then either party of both may, in writing, within ten (10) days after the original appointments, request the City Planner of the City of Hanover, State of Minnesota to appoint the third arbitrator.

6.3.4 On appointment of three (3) arbitrators as hereinabove provided, such arbitrators shall hold an arbitration bearing at such place as they may designate within thirty (30) days after such appointments. At the hearing, the rules of evidence of the State of Minnesota shall apply and the three (3) arbitrators shall allow each party to present its case, evidence and witnesses, if any, in the presence of the other party, and shall render their decision, including a provision for payment of costs and expenses of arbitration to be paid by one or both of the parties hereto as the arbitrators deem just. Any costs and expenses charged to the Committee shall be paid by the Association.

6.3.5. The decision of the majority of the arbitrators shall be binding on the parties hereto.

6.4. The Committee shall, in performing its obligations as provided in this **Article 6**, consider and apply the guidelines and policies which provides:

6.4.1. New residential developments shall attempt to save as many significant trees as possible and to increase the number of trees throughout the subdivision.

6.4.2. Garages must be incorporated into the Living Unit and must be set back from the front façade line wherever possible. Garages constructed on corner Lots should face the side street where possible.

6.4.3. Transitional architectural features should be incorporated where possible on the front of each home. These architectural features include porches, covered stoops, balconies, and bay windows.

6.4.4. Exterior materials for single family detached homes shall be a combination of brick, stone, cultured stone, wood, stucco, shakes or cementitious siding. No vinyl siding shall be allowed. All exterior color selections shall be approved by the Committee. All colors should be of earth tones that blend into the natural surroundings. No bright, loud or fluorescent colors will be permitted.

6.4.5. Garage doors shall have raised panels or an alternative form of architectural enhancement.

6.4.6. Roof pitches shall be a minimum of six feet (6') of rise for every twelve feet (12') of run (6/12). All roofs shall be covered with an architectural grade shingle made of asphalt, fiberglass, slate, wood or steel. No Sheet steel, aluminum or corrugated metal roofs will be allowed.

6.4.7. At the time of initial construction, the architectural treatment on the front elevations on all single family detached homes shall have approximately 30% of their surface, exclusive of windows and doors, covered by brick, natural or artificial stone or stucco except for housing styles such as prairie homes and salt-box homes where such treatment is architecturally incompatible.

ARTICLE 7.

Restrictions Applicable to Lots

7.1. Use of Lots. No Lot shall be used except for residential purposes. No Living Unit shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family dwelling not to exceed two (2) storied in height and an attached garage for at least two (2) cars. No garages shall be erected on any site except attached garages and no attached garage for more than four (4) cars subject to provisions of **Article 6.4.2** shall be permitted without express written approval of the Architectural Control Committee.

7.2. Subdivision of Lots. No Lot shall be used except for residential purposes and no Lot shall be subdivided or split by any means whatsoever into any greater number of residential Lots, nor into any residential plot of smaller size, without the express written consent of the Developer and the City of Hanover.

7.3. Compliance. All uses of the Lots shall, as a minimum, comply with the Permit and with the zoning and other applicable ordinances and regulations of the City of Hanover. The standards herein contained shall be considered as requirements in addition to said Permit and zoning and other applicable ordinances and regulations.

7.4. Minimum Square Footage and Setback Provisions. No Living Unit shall be erected, altered, placed or permitted to remain on any Lot unless such dwelling contains at least the minimum residential square footage for said Lot as defined in the Permit. Setbacks from Lot lines shall be in accordance with the specific requirements set forth in the Permit. Notwithstanding any setbacks established by the Permit, the Committee shall have the right to further restrict setbacks taking into consideration its obligations to maintain the Criteria for standards.

7.5. Landscape Plan. A minimum landscape plan approved by the Architectural Control Committee and conforming to the Permit requirements must be completed within one (1) year after the issuance of a building permit for construction of a Living Unit. Pending completion of the landscape plan approved by the Architectural Control Committee, the Owner shall deposit with the Declarant or its designee a cash escrow to assure completion of landscaping as approved. Within fifteen (15) days following written notification to the Declarant or its designee that the landscape plan has been completed, the Declarant or its designee shall inspect

installation to confirm compliance with the approved plan. Upon satisfactory completion and approval by the Declarant or its designee the cash escrow shall be refunded directed to the Owner. In the event an owner fails to timely complete its landscape plan in accordance with Committee approval, the Declarant and/or the Association through its representatives shall have the right to enter upon the Lot for the sole purpose of completing the proposed landscaping plan as approved and shall be entitled to modify installed landscaping as necessary and to the cash escrow shall be deemed liquidated damages to the extent not expended for completion of the landscape installation. This remedy shall be in addition to and not in limitation of the remedies afforded the Declarant and/or the Association as provided in paragraph 7.17 and 13.1 of this Declaration.

7.6. Maintenance. In order to preserve the uniform and high-standard appearance of the Property, each Owner undertakes responsibility for landscape irrigation on the Lot and for maintenance and repair of the exterior of his or her Living Unit and maintenance and repair of the Private Driveway on the Lot, except snow removal. The responsibility for maintaining the Lot and improvements thereon shall include, but not be limited to the maintenance and repair of exterior surfaces of all buildings on the Lot, including without limitation the painting of the same as often as necessary, the replacement of trim and caulking, and maintenance and repair of roofs, gutters, downspouts and overhangs, the maintenance and repair of exterior windows and doors, necessary painting, staining and repair of patio structures.

7.7. Signs. No "For Sale" signs larger than 732 square inches (standard 18"x24") will be permitted on any Lot (except those of Developer or third parties designated by Developer prior to the conveyance of the last Lot by Developer). No other signs (including, without limitation, garage sale, identification, advertising or directional signs) shall be permitted without the prior approval of the Committee.

7.8. No Pets and Animals. No birds, animals or insects shall be kept on any Lot except dogs, cats and other common household pets, provided that they are not kept, bred or maintained for any commercial purposes. Exterior kennels and pet containment areas are prohibited unless shown or designated upon a landscape plan approved by the Architectural Control Committee and constructed and maintained in accordance with all applicable ordinances and regulations of the City of Hanover.

7.9. Leasing. Any lease between an Owner and a non-owner occupant shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and shall provide that any failure by the non-owner occupant to comply with the terms of such documents shall be default under the lease. Other than the foregoing, there shall be no restrictions on the use of a Living Unit by a non-owner occupant.

7.10. Fences, Walls and Hedges. Boundary walls, fences and hedges are inconsistent with the intended plan of development for the Property. No wall or fence shall be constructed or hedge planted on any Lot until the height, type design and location have been approved in writing by the Committee. The height or elevation of any wall, fence or hedge shall be measured

from the existing elevations on the Property at or along the applicable point or lines. Any questions as to such heights may be completely determined by the Committee. A refusal by the Committee to allow or permit a fence, wall or hedge (including tennis court enclosures and swimming pool fences) on any particular Lot or in any particular location shall not be an abuse of discretion.

7.11. Private Water Supply Systems. No private potable water supply system shall be permitted on any Lot. Any private water supply system installed and used in connection with the maintenance of a landscaping scheme upon a Lot shall be subject to approval by the Committee.

7.12. Storage Tanks. No permanent storage tanks of any kind shall be erected, placed or permitted on any Lot.

7.13. Temporary Structures. No structure of temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any Lot at any time as a residence, either temporarily or permanently.

7.14. Driveways. Driveways must be constructed of concrete, bituminous or other hard surface material. Material and installation shall be subject to approval of the Architectural Control Committee. Driveways must be installed within eighteen months (18) months of the date a Certificate of Occupancy is issued for any dwelling constructed upon a Lot.

7.15. Exterior Lighting. All exterior lighting fixtures and standards shall be shown on submitted plans and shall comply with any applicable provisions of the Permit and the overall lighting plan of the Declarant. With the exception of temporary seasonal exterior holiday lighting decorations which are permitted annually for not more than sixty (90) consecutive days, all forms of exterior lighting are subject to approval by the Committee.

7.16. Antennas, Wind Generators and Solar Panels. Except for small television dishes on the rear or side of the Living Unit, no exterior television or radio antenna, solar panels or wind generators of any sort shall be placed, allowed or maintained upon any portion of a Lot or the improvements or structures located thereon.

7.17. Exterior Ornaments. Exterior ornaments, including but not limited to precast concrete, plastic or wood figurines, wishing wells, windmills, and other "pink flamingos" shall be prohibited unless approved by the Committee prior to installation.

7.18. Completion of Construction of Improvements. All construction work shall, upon approval of plans by the Committee, be completed within one (1) year of the date of approval; all improvements shall be constructed in conformity with the then existing building codes of the City of Hanover, Minnesota; and all building plans shall be prepared by or under the supervision of a registered architect, a builder or a qualified design professional. If any structure is begun after approval of the plans as provided in **Article 6** and is not completed within one (1) year after the date of approval of said construction and, in the judgment of the Developer or the Committee, is offensive or unsightly in appearance, the Developer or the Committee may take such steps as may be necessary to make the Property harmonious with other properties, such steps including completion of the exterior of the structure, screening or covering the structure, or any combination thereof, or similar operations. The amount of any expenditure made in so doing

shall be the personal, joint and several obligation of the Owner or Owners and shall be a lien on the Lot and may be foreclosed in the same manner as provided in **Section 4.9.3**. The lien herein shall not be valid as against a subsequent bona fide purchases of the Lot in question, unless a statement setting forth the claim shall have been filed for record in the office of the County Recorder and/or Registrar of Titles of Wright County, whichever is appropriate, unless a suit and appropriate Lis Pendens to foreclose the lien shall have been filed of record in the office of the County Recorder and/or Registrar of Titles of Wright County prior to the recordation of the deed conveying the Lot in question to said purchaser.

ARTICLE 8.

Covenants Affecting Certain Lots

8.1. Wetlands and Associated Drainage and Utility Easements. On Lots that include Wetlands, no sod shall be placed within the drainage and utility easements that include said Wetlands. Said wetlands and associated drainage and utility easements shall not be mowed, cut, altered, damaged, disturbed or treated by any Lot Owner without prior written approval from the Architectural Review Committee.

ARTICLE 9.

Insurance

9.1. Liability Insurance; Fidelity Bonds. The Board of Directors of the Association or its duly authorized agent shall obtain a broad form of public liability insurance insuring the Association, with such limits of liability as the Association shall determine to be necessary, against all acts, omissions to act and negligence of the Association, its officers, directors and its employees and agents, and for the members of the Architectural Control Committee. The Association's Board of Directors shall also provide fidelity bonds providing protection to the Association against loss by reason of acts of fraud or dishonesty on the part of the Association's directors, managers, officers, employees or volunteers who are responsible for the handling of funds of the Association, in an amount sufficient to provide no less protection than one and one-half times the estimated annual operating expenses and reserves of the Association.

9.2. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient.

ARTICLE 10.

Notice of First Mortgages

10.1. Mortgagee's Rights. Notwithstanding any other provisions of this Declaration, the Articles of Incorporation of the By-Laws of the Association, the provisions of this **Article 10** shall control, and in the event of a conflict between the provisions of this article and the provisions of such Declaration, Articles or By-Laws, the provisions of this article shall control.

10.2. Notice of Default. Any Mortgage holding a first Mortgage on a Lot, who shall have previously filed a written request with the Association, shall be entitled to written notification of any default by the mortgagor or Owner of such Lot or his or her heirs, successors or assigns in the payment of any assessment or the performance of any other duties or obligations herein set

forth which shall have remained in default for a period of thirty (30) days or more. The neglect or failure of the Association to tender such notice to the Mortgagee shall toll the running of any time limits applicable to the procedure for the collection of such assessment or remedies available to the Association on account of such defaults.

10.3. Consent Required. Without the prior written approval of 66-2/3% of the holders of first mortgage liens against all Lots, the Association shall not be entitled to:

10.3.1. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer any Property which the Association shall have acquired for the benefit of the Owners;

10.3.2. Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot;

10.3.3. By act or omission, change, waive or abandon the scheme of exterior and architectural controls, as hereinabove set forth.

ARTICLE 11.

Ponding Areas

11.1. Maintenance of Ponding Areas. The Association may undertake to maintain any ponding areas upon the Property as located and shown on the final development plans and the plat on file with the City of Hanover, subject to the approval of the City of Hanover of the maintenance activities. In the event the Association undertakes the obligation to maintain the ponding areas, the cost of such maintenance shall be assessed pro-rata against all Lots in the Property in accordance with **Article 4** of this Declaration.

11.2. Restrictions on Use of Ponding Areas. Ponding Areas located in Outlots B, C, and D of RIVER LANDING according to the recorded plat thereof, Wright Country, Minnesota are owned by the City of Hanover. The use of Ponding Areas is subject to any restriction of the City of Hanover.

ARTICLE 12.

Rights Granted the City of Hanover

12.1. Purpose. The City has executed various agreements with and secured certain covenants from the Developer and has a continuing interest in the performance of those agreements and covenants. Further, the City is concerned that all conditions requested by the City are complied with and that the Property is developed and maintained in accordance with the plan contemplated by this Declaration.

12.2. Release of Liability. The Developer, for itself, its successors and assigns and, by accepting a conveyance of a Lot, any Owner, for themselves, the Owner's family and invitees, release and shall hold harmless the City (including its elected and appointed officials, employees, servants and agents) from all liability for enforcement or for non-enforcement of this Declaration, and further expressly acknowledge that the City is not obligated to perform or to enforce performance by the Developer, the Association or others of any obligations contained in this Declaration.

12.3. Performance of Work by the City. In the event the Developer or the Association, as the case may be, does not maintain or repair any Common Area, Landscape Amenity, or Wetland within River Landing in a manner which is reasonable acceptable to the City, the City may, after thirty (30) days' advance written notice to the Developer of Association, as the case may be, perform such maintenance or repair as the City Council of the City, by resolution, shall have deemed necessary to preserve the health, safety and welfare of the residents of River Landing, charge the cost against the Lots affected as a special assessment under Minnesota Statutes Chapter 429.

12.4. Specific Rights Enforceable by the City of Hanover. The City, at its option and in its sole discretion, may enforce for the benefit of itself any of the specific provisions of this Declaration. The Developer, on behalf of its successors and assigns and all subsequent owners of the Property, hereby acknowledges the benefit to the Property of such City intervention and hereby waives any right to appeal such related assessment.

12.5. Exclusive Rights. The rights granted by this section are exclusive to the City and may be exercised only by the City, in its sole discretion. No other person or entity, including the Association, the Developer or Owners, whether or not a resident of Hanover, shall be entitled to require the City to act pursuant to this Article. The rights of the City under this Article cannot be rescinded, cancelled or amended by the Developer, the Owners or the Association without the written consent of the City.

ARTICLE 13.

General Provisions

13.1. Enforcement by Association. The Association shall have the right to enforce by a proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, including but not limited to the collection of all assessments. In the event that the Association should employ the services of an attorney in connection with a breach of the terms hereof, or in connection with the enforcement of the terms hereof, and if the Association shall prevail in any such action, such Owner shall pay, in addition to all other sums due, the Association's reasonable attorney's fees, costs and expenses. The failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If these restrictions are enforced by appropriate proceedings by an Owner, such Owner may be reimbursed by the Association for all or any part of the costs incurred, as the Board of Directors of the Association shall in its sole discretion determine.

13.2. Severability. The invalidation of any one of these covenants or restrictions by legislation, judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

13.3. Amendments. The provisions of this Declaration may be amended during the first then (10) years by an instrument signed by Members entitled to cast no less than seventy-five percent (75%) of the votes of each class of membership, and thereafter by an instrument signed by Members entitled to cast no less than two-thirds (2/3rds) of such votes. No amendment shall be effective until it shall have been properly recorded. Amendments or modifications of the

Permit by the City of Hanover shall not be construed as an amendment to this Declaration for purposes of this paragraph.

13.4. Construction and Conflict. In the event of any apparent conflict between the Articles of Incorporation and the By-Laws of the Association and terms of this Declaration, this Declaration shall control. In the event of any apparent conflict between the Articles of Incorporation and the By-Laws of the Association, the terms of the Articles shall control.

13.5. Rules and Regulations. The Board of Directors of the Association may from time to time adopt such rules and regulations as the Board, in its sole discretion, deems appropriate or necessary, including, without limiting the generality of the foregoing, additional rules and regulations concerning the use of parking areas, and additional rules and regulations concerning the appearance of each Lot.

13.6. Rights of Declarant. Until the last Lot is sold and conveyed to an Owner other than the Declarant, the following activities by Declarant, or with the written consent of Declarant, will not be deemed violations of restrictions contained in this Declaration:

13.6.1. The use of a Lot or Lots for model and sales office purposes;

13.6.2. The storage of a construction trailer, equipment, materials and earth during the construction of new Living Units;

13.6.3. The display of signs advertising the Property or new Living Units and the maintenance of temporary fencing, walkways, landscaping and berming in the vicinity of model and sales units.

13.7. Variances. The restrictions applicable to Lots as specified in **Article 7** of this Declaration are intended for the benefit of all property Owners. The Declarant, however, acknowledges that exceptional conditions of a particular Lot may create peculiar and practical difficulties mitigating against the strict enforcement of a provision contained in **Article 7**. In the event an Owner believes that such exceptional conditions on a Lot create a hardship or special situation, an application for a variance may be made by an Owner to the Committee in accordance with **Section 6.3** of this Declaration. An Application for variance shall state on the application the reasons for allowing the variance, including:

13.7.1. That there are special circumstances or conditions affecting the Lot such that the strict application of a provision of **Article 7** would deprive the Owner of the reasonable use of the Lot;

13.7.2. The variance is necessary for the preservation and enjoyment of a substantial property right of the Owner;

13.7.3. The granting of the variance will not be detrimental to the public welfare or injurious to other Owners of Lots subject to the Declaration;

13.7.4. That the issuance of the variance will not have an adverse effect upon the health, welfare and safety of the Owners benefited by this Declaration.

In considering a request for a variance from the strict application of **Article 7** of this Declaration, the Committee shall make a finding showing that all of the foregoing conditions exist and the Committee may impose any reasonable condition in the granting of such variance in order to protect other Lots and Owners.

The decision of the Committee shall be final in regard to any application for variance and such decision shall not be subject to appeal either by arbitration or litigation. The granting of a variance by the Committee shall not be binding upon the City of Hanover, nor shall the granting of the variance by the City of Hanover be binding on the Committee.

Sunram Development Company, LLC.

A Minnesota limited Liability Company

By: Ryan M. Sunram
Ryan M. Sunram

STATE OF MINNESOTA)

)ss.

COUNTY OF WRIGHT)

The foregoing instrument was acknowledged before me this 1st day of August, 2023, by Ryan M. Sunram.

[Signature]
Notary Public

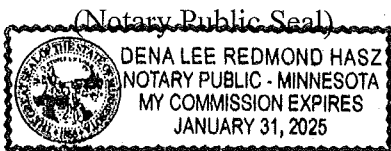


EXHIBIT A
Legal Description
(the “Property”)

Those parts of the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter, Section 2, Township 119, Range 24, lying in Wright County, Minnesota.

That part of the South Half of the Southeast Quarter lying in Wright County which lies Southerly of the centerline of County State Aid Highway 20, formerly 19, Section 35, Township 120, Range 24, Wright County, Minnesota.

Further platted as Lots 1-7 Block 1, Lots 1-12 Block 2 and Lots 1-3 Block 3 and Outlots A and F, River Landing, Wright County, Minnesota.

EXHIBIT A-1

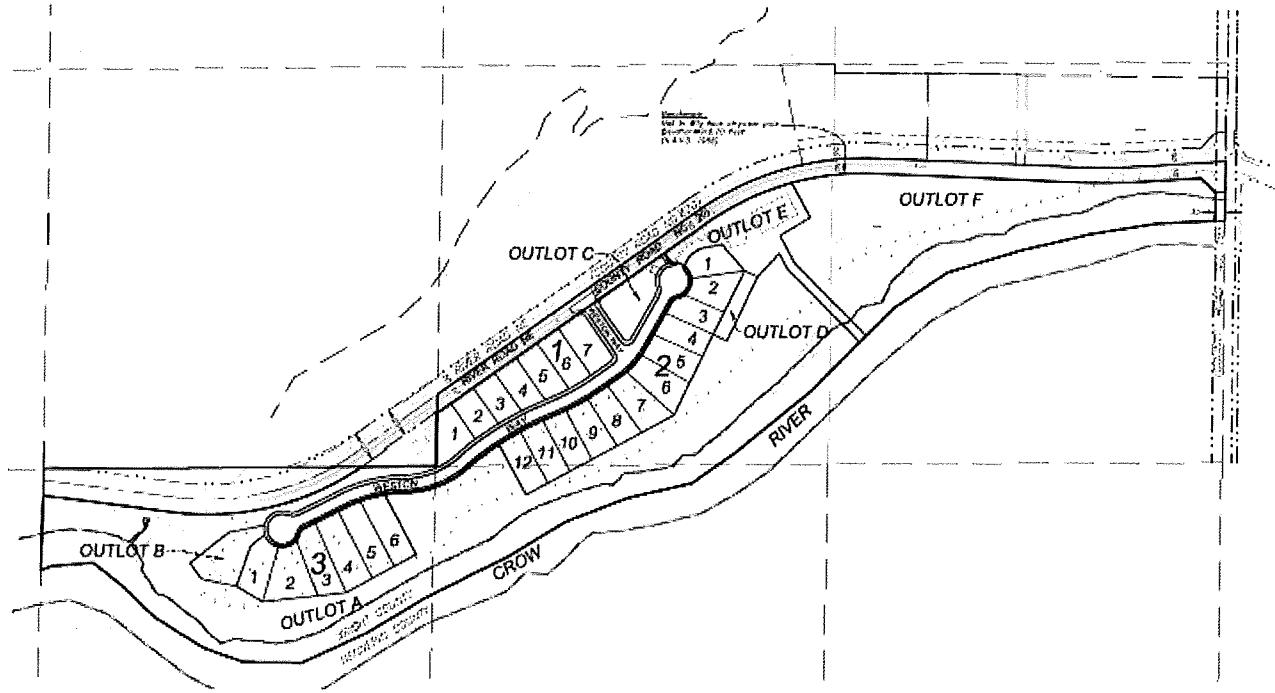


EXHIBIT C

Wetland Areas

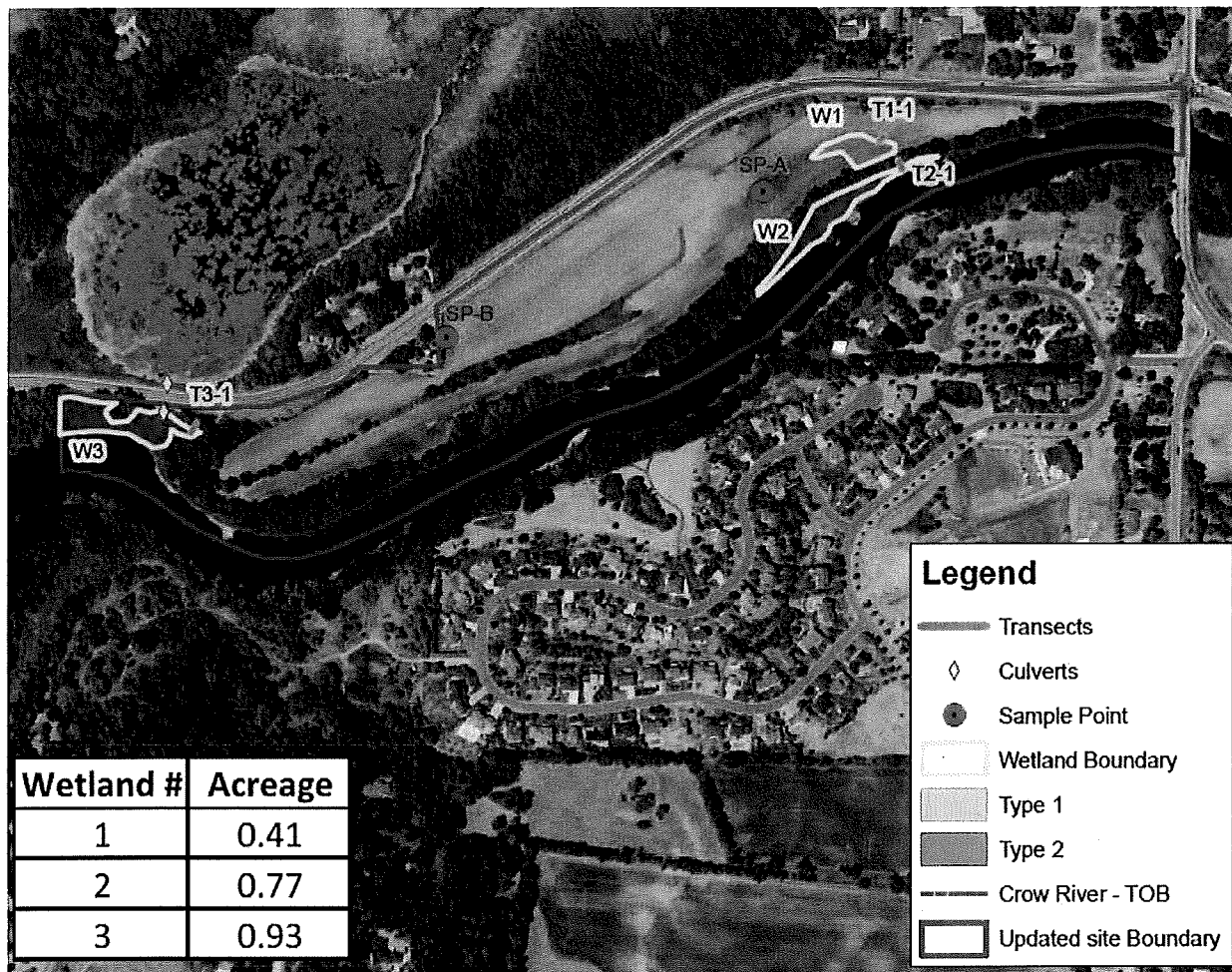

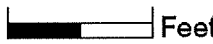


Figure 2 - Existing Conditions (2021 FSA Photo)



N


0 500



Feet

Sunram Property (KES 2022-083)
Hanover, Minnesota

Note: Boundaries indicated on this figure are approximate and do not constitute an official survey product.



KJOLHAUG ENVIRONMENTAL SERVICES COMPANY
 Source: MINGEO Spatial Commons