

PLANNED COMMUNITY  
COTTAGES OF HERITAGE OAKS  
DECLARATION

1734040

THIS DECLARATION is made this 22<sup>nd</sup> day of November 2002, by Brunn Construction Co., Inc., a Minnesota corporation, herein called "Declarant,"

RECITALS

Declarant is the owner of the following described real estate located in Anoka County, Minnesota:

Lots 1-8, Block 1, Cottages of Heritage Oaks

Lots 1-19, Block 2, Cottages of Heritage Oaks

Lots 1-5, Block 3, Cottages of Heritage Oaks

all of which real estate constitutes and is referred to herein as the "Real Estate."

Declarant intends to develop the Real Estate as a residential "townhouse" development organized as a planned community.

**NOW, THEREFORE,** Declarant declares that the Property is and shall be divided, held, transferred, conveyed, sold, leased, occupied and developed subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, which shall run with the Property and be binding upon all parties having any right, title or interest in the Property, their heirs, successors and assigns, and which shall inure to the benefit of each Unit Owner, and the heirs, successors and assigns of each Unit Owner.

PRELIMINARY MATTERS

**Note to Readers**

Many provisions of the Minnesota Non-profit Corporation Act, Minnesota Statutes Chapter 317A under which the Association is formed, are not repeated in this Declaration. This Declaration should be read in conjunction with that statute.

**1.00 DEFINITIONS**

1.01 The following words when used in the Governing Documents shall have the following meanings (unless the context indicates otherwise):

- 14.04 Septic Systems. Each Owner shall be responsible for the upkeep and maintenance of the private septic system servicing each Owner's Unit. If the Owner fails to maintain the private septic system servicing each Owner's Unit in an operational state, the Association may provide the necessary maintenance in order to bring the private septic system back to an operational state, the cost thereof assessed against the Unit pursuant to Section 10.02.

### **15.00 INSURANCE, CASUALTY AND REBUILDING**

- 15.01 Association's Policies. The Association can carry any other insurance it considers appropriate, specifies minimum notice from an insurer prior to cancellation, specifies other provisions for such insurance, requires the Association or an insurance trustee to adjust all losses, and describes the Association's duty with respect to repair or rebuilding after casualty to Common Elements or Units.
- a. The Association shall carry worker's compensation insurance whenever it has eligible employees.
  - b. The Association may carry fidelity insurance and shall do so whenever required by a holder, insurer or guarantor of a mortgage.
  - c. The Association may enter into binding agreements with one or more holders, insurers or guarantors of mortgage obligating the Association to keep specified coverage in effect for specified periods and to notify a holder, insurer or guarantor of any changes to coverage.
- 15.02 Owners' Individual Policies. Each Owner should carry insurance for his or her own benefit insuring the Owner's personal liability and floor covering, wall covering, fixtures, furniture, furnishings, and other personal real estate, and fixtures and other real estate supplied or installed by the Owner or a previous Owner or Occupant, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any Owner.
- 15.03 Betterments. In all events, betterments or improvements made subsequent to the original construction by any Owner to his or her Unit shall be the responsibility of the Owner to insure separately (or by rider to the blanket policy with the consent of the Association) if he or she desires the same insured. If the Trustee or mortgagee undertakes the reconstruction or remodeling of a Unit as above provided, the same need be restored only to substantially the same condition as the Dwelling was as of the completion of original construction.
- 15.04 Condemnation and Eminent Domain. In the event of a taking of any part of the Property by condemnation or eminent domain. Notice shall be given to first Mortgagees as provided in this Declaration. Mortgagees shall be entitled to priority for condemnation awards in accordance with the priorities established by the Governing Documents, as their interests may appear.

### **16.00 ARCHITECTURAL RESTRICTIONS**

## Cottages of Heritage Oaks Homeowner's Association

### Declaration - Section 14.04

#### Statement Clarification

14.04 Septic Systems. Owners of non-shared septic systems shall be responsible for the upkeep, maintenance, repair or replacement of the Unit's private septic tank system including pump station, underground plumbing and drain field. Owners of shared septic systems are responsible for the upkeep, maintenance, repair or replacement of the Unit's private septic tank portion of the system and underground plumbing. Shared pump stations and drain fields, including pump station holding tank, pump motor, alarm system, wiring and drain field plumbing shall be maintained, repaired or replaced by the Association. The Association shall pay the cost for regular inspections as required by law, and if deemed necessary, pump out or clean septic tanks serving each Unit. Pursuant to Section 14.03, each Owner shall be responsible for the prudent use of the septic system servicing the Owner's Unit. If, in the opinion of the Board of Directors, damage to a septic system has been caused by negligence, abuse, carelessness or any other act or omission of an Owner or Occupant, or their guests, the Association may undertake the necessary maintenance, repair or replacement in order to bring the septic system back into an operational state, the cost thereof assessed against the Unit pursuant to Section 10.02.

July 26, 2011

Previous versions of 14.04 Septic Systems are void.

Keep this with your copy of Association By-Laws and Declarations.