

Dufferin Park Homeowners Association

A Residential Development in the City of Savage, MN



September 22, 2023

Via Certified Mail, Postage Prepaid, Return Receipt Requested
Dufferin Park Members in the 12th Addition:

You are receiving this Notice of Vote by certified mail, postage prepaid, Return Receipt Requested as an Owner of a home within Dufferin Park's (DP) 12th Addition. As we have communicated in the past, toward the end of each Declaration, under the Article entitled Administrative Provisions there is language stating that the "Declaration shall remain in full force and effect for 30 years after the date thereof". The Declaration for the 12th is currently set to expire October 1, 2028. Yes, a ways off, but if nothing is done, this would mean that the property in the 12th Addition no longer will be part of Dufferin Park HOA or subject to its Declaration, after October 1, 2028. The DP HOA Board of Directors believe keeping the Declaration in place is in the Association's and members' best interest. It is seeking to amend each of the Declarations for the various Additions now so as to allow future Boards to make better informed decisions about future expenses and budgets and annual assessments.

Numerous homeowners have commented about the fact that if they are no longer part of the Dufferin Park HOA, their neighbors no longer have to abide by the HOA Declarations. Correctly stated, if there are no covenants to follow, there will be no restrictions and no authority to enforce the same. That means residents can then set up their campers in their driveway; leave boats or other trailers in their driveways year round; paint their home lime green, use and leave grills in their driveways, leave their lawnmowers, furniture or other items in their front yards; allow backyard chickens to the extent the City does not prohibit this and make whatever exterior improvements desired without any oversight. The color and type of home improvements will have no regulation. Already, you do not have to drive more than a few blocks outside of Dufferin Park to see the difference in the neighborhoods. The Board believes the continuation of the HOA has value and benefits in having restrictions in place governing exterior appearance and behavior and having an entity to enforce the same.

Each homeowner within the 12th Addition has the opportunity to make their voice heard through the voting process. We will know what the future of DP will look like later this year after all additions cast their vote to remain part of the HOA or not.

Enclosed please find the proposed Amended and Restated Declaration and an Owner's Consent/Refusal to Consent form and a self-addressed stamped envelope. We need 75% of the Members of the 12th Addition to approve the Amended and Restated Declaration.

Please execute the enclosed Owner's Consent/Refusal to Consent form in front of a notary public, and return the signed/notarized Consent/Refusal to Consent form in the enclosed self-addressed stamped return envelope so the same is received by November 21, 2023 which is 60 days after the date of mailing.

Please note that if your Lot is owned by more than one person (e.g., husband and wife or multiple owners) **all** record Owners must sign the Consent/Refusal to Consent form. If your Lot is owned by a Trust with multiple Trustees, **all Trustees** must sign the Consent/Refusal to Consent form. If your Lot is owned by an LLC, the *Manager* must sign the Consent/Refusal to Consent form. In addition, the Owner(s)' signatures must be



DUFFERIN PARK HOMEOWNERS ASSOCIATION

notarized. Therefore, whoever is signing the Consent / Refusal to Consent form must do so **in front of a Notary Public**.

As Dufferin Park is a common interest community within the meaning of Minn. Stat. § 515B.1-103(10), we are utilizing the voting process authorized by Minn. Stat. § 515B.2-118 (a)(7), pursuant to which an Owner's approval is deemed to be granted if the Association:

- i) sends notice and a copy of the proposed amendments to you by United States certified mail, postage prepaid and return receipt requested;
- ii) requests that you consent to the proposed amendment; and
- iii) the Owner's written refusal to consent to the proposed amendment is not received by the Association within 60 days after the notice and proposed amendment are mailed to you.

In other words, an Owner's failure to timely return a written *Refusal* to Consent form allows the Association to treat that Owner as having consented to the Amended and Restated Declaration.

Please return your written Consent/Refusal to Consent form so the same is received by midnight on November 21, 2023, using the enclosed self-addressed stamped return envelope, or mail to:

*Dufferin Park Association
c/o Gretchen S. Schellhas, Esq.
Chestnut Cambronne PA
100 Washington Avenue South, Suite 1700
Minneapolis, MN 55401-2138*

The Consent/Refusal to Consent forms will be tallied after the required 60 days have passed. If the proposed Amended and Restated Declaration is approved, it will be recorded and you will be provided a copy of the same. If the amendment fails, unless another attempt is made to amend the Declaration and extend the duration language, the 12th Addition no longer will be part of DP as of October 1, 2028.

A copy of these enclosed materials, including a full compared version of the amended Declaration, can be found on the Dufferin Park HOA website (<http://www.dufferinpark.com/>). If you have any questions, please do not contact the Association's attorney. Rather, please reach out to the Board at questions@dufferinpark.com. The Board would be happy to answer your questions. You may also reach out to Association One at 1 (833) 737-8663, or via email at support@associationone.com with any questions. The forms, however, must be returned to the address above.

Dufferin Park HOA Board of Directors

Enclosures:

- Proposed Amended and Restated Declaration
- Consent/Refusal to Consent Form
- Self-addressed stamped envelope

AMENDED AND RESTATED DECLARATION OF COVENANTS

This Amended and Restated Declaration ("Amendment") is made effective upon recording, on this ___ day of _____, 20__, by Dufferin Park Owner's Association, ("Association") and approved by the required percentage of Owners in the Subdivisions pursuant to Article VI, Section 4 of the Declaration of Covenants for Dufferin Park 12th Addition ("Original Declaration").

WHEREAS, the Original Declaration dated October 1, 1998 and was filed in the Office of the Scott County Registrar of Titles' Office on October 15, 1998 as Document No. 98651; and

WHEREAS, the Original Declaration requires 75% of the owners of Lots in the Addition, as described therein to approve amendment of the Declaration; and

WHEREAS, the Association desires to subject the real property described in the attached **Exhibit A** to this Amended and Restated Declaration ("Property") and the Owners of the 12th Addition have approved the same, as shown in the attached **Exhibit B**.

NOW, THEREFORE, the Association makes this Amended and Restated Declaration ("Declaration") declaring that the Declaration shall be amended as set forth herein, and that the covenants and restrictions hereafter set forth shall be binding upon all persons having any right, title or interest in the Property, including their heirs, personal representatives, grantees, successors and assigns, effective as of the date of the filing of this Amended and Restated Declaration.

RECITALS

A. The Association is comprised of certain lands located in Scott County, Minnesota, legally described as follows:

**Lots 1 through 8, Block 1;
Lots 1 through 14, Block 2; and
Lots 1 through 18, Block 3**

all in DUFFERIN PARK 12TH ADDITION

B. The Association desires to impose upon and subject the Subdivisions to certain covenants, easements, restrictions and reservations for the benefit of the Subdivisions and other subdivisions within an area described and defined herein as "Dufferin Park".

ARTICLE I

DEFINITIONS

The following definitions shall apply for the purpose of these Declarations:

Section 1. Subdivision: The real property platted as Dufferin Park 12th Addition, Scott County, Minnesota being referred to singly as a "Subdivision".

Section 2. Dufferin Park: The real property consisting of the plats of Dufferin Park 7th Additions, Dufferin Park 8th, Dufferin Park 10th Addition, Dufferin Park 11th Addition, Dufferin Park 12th Addition, Dufferin Park 13th Addition, and Dufferin Park West Addition (formerly part of Dufferin Park 11th Addition) Scott County, Minnesota.

Section 3. Lots: Each of the lots specifically identified above.

Section 4. Association: Dufferin Park Owners' Association, a Minnesota non-profit corporation, or such other association which succeeds to the rights and obligations of Dufferin Park Owners' Association.

Section 5. Residential Improvements: The clearing of some or all of the trees from the Lot, the grading of the Lot, or the construction, erection or installation of any structure, including, (without limitation) the following structures: any house, garage, shed or other building; any porch, deck; any fence, any Antenna (as defined in Article II, Section 6); any retaining wall, terrace or other landscaping structure; any patio,

driveway or parking area; any tennis court; and any swimming pool (whether above ground or below ground). The planting of trees, shrubs, and other plants shall not be deemed Residential Improvements.

Section 6. Owner: The record Owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers.

Section 7. Common Area: All real property or easement interests therein (including the improvements thereon) owned by the Association for the common use and enjoyment of the Owners and property, the maintenance of which is specifically assumed by the Association hereunder. Currently, the Common Area consists only of easements granted to or reserved by Developer for subdivision monuments and the landscaped cul de sac center islands within dedicated roadways within Dufferin Park.

Section 8. Dufferin Park Standard Lots: The following Lots are deemed "Dufferin Park Standard Lots":

Lots 1 through 4, Block 1 and
Lots 14 through 18, Block 3

all in DUFFERIN PARK 12TH ADDITION

Section 9. Dufferin Park Estate Lots: The following Lots are deemed "Dufferin Park Estate Lots":

Lots 5 through 8, Block 1;
Lots 1 through 14, Block 2; and
Lots 1 through 13, Block 3

all in DUFFERIN PARK 12TH ADDITION

ARTICLE II
GENERAL COVENANTS AFFECTING ALL LOTS

Section 1. Residential Purposes. Each Lot shall be used only for residential purposes. Residential purposes include houses and other Residential Improvements.

Section 2. Building Specifications.

a. Height. No dwelling shall be erected, altered or placed on a Lot or permitted to remain there other than one detached single family house not to exceed two stories in height, as measured from grade. If the house includes a walkout basement, the basement shall not be counted as a story.

b. Elevations. Identical house elevations are not permitted on adjacent Lots or directly across the street from one another.

c. Roof Pitches. Roof pitches shall be at least 6/12.

d. Garages. Each house shall have two or more attached fully-enclosed garages, but no carports or detached garages shall be permitted. There may be garage space for any number of cars, but from the street in front of the house it must appear that there is garage space for no more than three cars. Example #1: One double garage door facing the street and one single garage door on the side of the house but visible from the street. Example #2: Three single garage doors facing the street and one single garage door facing the rear of the house but not visible from the street.

e. Exterior Materials. Front elevation exterior materials may be a combination brick, stone, wood, stucco or siding, but Masonite is not permitted. Garage doors shall have raised panels.

f. Storage Structures. Attached or detached structures for storage purposes are permitted, but any storage structure large enough to hold an automobile shall be considered a garage whether or not it is used as a garage. Each storage structure on a Lot shall be of the same color, design and quality of construction as the house on the Lot.

g. Completion. Each house or other structure constructed or placed on a Lot shall be completely finished on the exterior thereof within nine (9) months after commencement of construction.

h. Floor Areas. The following minimum dimension requirements apply, depending upon whether the applicable Lot is a Standard Lot (Article 1, Section 8) or an Estate Lot (Article 1, Section 9):

(1) Standard Lots: If the house has one story, excluding any walkout basement, the first floor area shall be at least 1,300 square feet. If a house is a split level house, then the first floor above grade shall be at least 1,400 square feet. If the house has two stories, excluding any walkout basement, the total area of the first floor shall be at least 1,000 square feet. The minimum house width including garages shall be 50 feet.

(2) Estate Lots: If the house has one story, excluding any walkout basement, the first floor area shall be at least 1,500 square feet. If a house is a split level house, then the first floor above grade shall be at least 1,500 square feet. If the house has two stories, excluding any walkout basement, the total area of the first floor shall be at least 1,100 square feet. The minimum house width including garages shall be 50 feet.

The first floor area described in (1) and (2) above shall be exclusive of breezeways, open porches and garages.

Section 3. Setbacks. Building setbacks from all Lot lines shall comply with city ordinances, as modified by any applicable planned unit development special use permit.

Section 4. Nuisance. No noxious or offensive trade or activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Subdivision.

Section 5. Prohibited Dwellings. No structure of a temporary character, trailer, basement, shack, garage, barn, or other outbuilding shall be used on any Lot at any time (either temporarily or permanently) as a dwelling.

Section 6. Windmills. No ornamental, operational or other windmill shall be constructed, erected, installed, placed or used on any Lot at any time.

Section 7. Antennas. No exterior antenna, aerial, tower, wire, line, cable, dish or other device for transmitting or receiving radio, television, microwave, laser or other electromagnetic signals ("Antenna") shall be constructed, erected, installed, placed or used on any Lot, except after compliance with the provisions of Article III, below.

Section 8. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. The total number of dogs and cats kept on a Lot at one time shall not exceed three (3).

Section 9. Driveways; Parking; Vehicles. All driveways and parking areas constructed on any Lot shall be paved with an asphalt, brick, or concrete surface from the garage to the street pavement (including any area within the public right of way). Vehicles regularly used by the occupants at least weekly, may be kept, stored, or parked only on paved driveways, on paved parking areas, or in enclosed garages. Except as stated below, all "other vehicles", described below, shall be kept, stored, or parked only in enclosed garages and the same may NOT be parked on the paved parking areas. "All other vehicles" means all motorized and all non-motorized vehicles except operable automobiles used regularly by the occupants, including (without limitation) the following: automobiles that are inoperable, commercial trucks and/or vans, recreational vehicles, all-terrain vehicles, ambulances, hearses,

motorcycles, motorbikes, bicycles, snowmobiles, watercraft, aircraft, house trailers, RVs, campers, trailers, camping trailers, other trailers and tractors. Notwithstanding the foregoing prohibition, guests of the Owner of a Lot, including vendors making repairs thereto, visiting for less than 15 days in any 30 day period may park their vehicles on unenclosed paved areas of the Lot. Additionally, the Owner of a vehicle qualifying as an "other vehicle" may park the same on the Owner's driveway for up to twelve (12) hours while getting ready for the use of the same.

Section 10. Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish, except during construction of Subdivision improvements and houses. Trash, garbage, and other waste shall be kept in sanitary containers.

Section 11. Signs. No sign of any kind shall be displayed to the public view on any Lot except as follows:

a. One sign no larger than 6 square feet in area may be placed on each Lot advertising the Lot for sale, unless the Lot is a corner Lot, in which case one such sign for each side of street frontage is permitted.

b. During the initial construction and sales period of the Subdivision, one additional sign no larger than 36 square feet in area may be placed on any Lot containing a model home.

Section 12. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage are reserved as shown on the recorded plat of the Subdivision.

Section 13. Landscaping. Front yards from the street pavement to the house (including any area within the public right of way), sideyards to the rear of the house, and the public rights-of way adjoining sideyards of corner lots shall be sodded and boulevard trees installed, as required by the City of Savage within nine (9) months after occupancy of the house.

Section 14. Soil Removal. No sod, soil, sand, or gravel shall be sold or removed from any Lot, except for the purpose of excavating for the construction or alteration of a house on the Lot or appurtenances thereto, or for the proper grading thereof, or for road improvement.

Section 15. Outdoor Equipment, Etc. Owners should refer to the Policies adopted by the Architectural Review Committee for the keeping of cooking equipment, fire equipment, sporting equipment and other household goods on the Lot outside of the Dwelling.

ARTICLE III
ARCHITECTURAL REVIEW COMMITTEE

Section 1. New Improvements. No Residential Improvement shall be commenced upon any Lot by anyone without the prior written approval by the Architectural Review Committee ("Committee") of the person who will actually perform the work and of the plans and specifications for the work. The Committee shall adopt and publish Policies describing acceptable and prohibited Residential Improvements that are consistent with this Amended and Restated Declaration.

Section 2. Changed Improvements. The exterior color, style, and materials of any structure on a Lot shall not be changed by anyone without prior written approval by the Committee of the person who will actually perform the proposed work and of the plans and specifications for the work.

Section 3. Committee Members. The Committee shall consist of three individuals appointed by the board of directors of the Association.

Section 4. Committee Chairman. The Committee shall appoint one of its members to be its chairman. The chairman shall call meetings of the Committee. A quorum of the Committee shall consist of two of its members. The committee may act upon the vote or written consent of any two of its members. The chairman of the Committee is authorized to execute certificates of approval, notices of disapproval and similar instruments effectuating decisions of the Committee.

Section 5. Submission of Plans and Specifications. At least thirty (30) days before work on a Lot is commenced, the Owner of the Lot shall submit to the Committee one complete set of plans and specifications (including, without limitation, full site plans, grading and drainage plans, building elevations, roof pitches, exterior colors and materials).

Section 6. Review of Plans and Specifications. Within ten (10) days after receipt of plans and specifications, the Committee shall approve or disapprove them in writing. The Committee may disapprove plans and specifications only for one or more of the following reasons:

a. Non-compliance. Non-compliance with this Declaration, published Policies adopted by the Committee, municipal ordinances or other governmental regulations.

b. Incompatibility With the Lot. Failure of the proposed Residential Improvement to be compatible with the Lot upon which it is to be built, in terms of topography: soils and existing vegetation.

c. Incompatibility With Dufferin Park. Failure of the proposed Residential Improvement to be compatible with the houses and other structures in Dufferin Park, in terms of style, general size, height, and width, quality of construction, price range and obstruction of views.

d. Inadequate Information. Failure of the plans and specifications to show all information necessary to evaluate the foregoing characteristics.

The Committee's determinations concerning the builder and plans and specifications shall be conclusive. If the Committee disapproves the plans and specifications, it shall state in writing the reason for such disapproval and the deficiencies which must be cured to obtain approval.

Section 7. Remedies Against Owners. If construction of or exterior changes to a Residential Improvement are commenced without the Committee's approval of the plans and specifications, or if construction of or exterior changes to a Residential Improvement are completed not in accordance with approved plans and specifications, the Association and/or any Owner of a Lot in Dufferin Park may bring an action to enjoin further construction and to compel the Owner to conform the Residential Improvement with plans and specifications approved by the Committee. Any such action must be commenced and a notice of lis pendens must be filed within one-hundred eighty (180) days after the date on which the certificate of occupancy is issued by the appropriate municipal authority, in the case of a house, or within one-hundred eighty (180) days after the date of completion, in the case of any other Residential Improvement.

Section 8. Remedies Against Committee. In the event that the Committee and/or the members of the Committee shall fail to discharge their respective obligations under this Article III, then any owner of a Lot in Dufferin Park may bring an action to compel the discharge of said obligations. Any such action must be commenced within ninety (90) days after the date on which the certificate of occupancy is issued by the appropriate authority, in the case of a house, or within ninety (90) days after the date of completion, in the case of any other Residential Improvement. Such an action shall be the exclusive remedy of any Owner of a Lot for failure of the Committee and/or its members to discharge such obligations. Under no circumstances shall the Committee or members of the

Committee be liable to any person for damages (direct, consequential or otherwise).

ARTICLE IV.

THE ASSOCIATION; ASSESSMENTS

Section 1. Membership and Powers. The membership and powers of the Association shall be as set forth in its Articles of Incorporation as from time to time amended.

Section 2. Assignment of Monument Easements. All recorded easements in favor of the Developer relating to the erection and maintenance of Subdivision monuments were automatically assigned to the Association, which shall assume all of the Developer's obligations thereunder. The Association will execute a confirmatory agreement of such easements, but the failure to execute such a document shall not abrogate the effect of this Article IV, Section 2.

Section 3. Creation of Lien and Personal Obligation of Assessments. The Association, for each Lot, hereby covenants, and each Owner by acceptance of a deed therefore, whether or not it shall be expressed in such deed, is deemed to covenant and 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.

Section 4. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners of the Lots, and for the acquisition, improvement and maintenance of the Common Area and any other components of the Lots the Association is obligated to maintain.

Section 5. 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 Common Area, or to other components of the Lots the Association is obligated to maintain, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Uniform Rate of Assessment. Both the annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot. 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 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.

Section 8. Effect of Non-Payment 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 of the Lot, and may foreclose its lien upon the Lot in the manner provided by law for the foreclosure of mortgages, including foreclosure by advertisement pursuant to Minn. Stat. Chapters 580, 581 and 582, having a power of sale to accomplish such sales. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot Pursuant mortgage foreclosure or any transfer in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to the end of the period of redemption after such sale or prior to such other transfer. No sale or transfer shall relieve such Lot from liability from any assessments thereafter becoming due or from the lien thereof, or shall relieve the Owner of such Lot from personal liability from such assessments as hereinbefore provided.

Section 10. Performance of Work by the City. In the event the Association, as the case may be, do not maintain the Subdivision monuments or the landscaped cul de sac center islands within Dufferin Park in a manner which is reasonably acceptable to the City of Savage, the City may after thirty (30) days advance written notice to the Association, do the work, which in its opinion is necessary, and charge the cost of such work against the Lots in the Subdivision in the same manner as an assessment herein.

ARTICLE V.
MAINTENANCE

Except as otherwise required, the Association shall be responsible for the maintenance, repair and replacement of all Common Elements, including the entrance monuments located in the Easements thereon or on various Lots subject to this Declaration.

Other than the foregoing, the Owners are responsible for the maintenance, repair and replacement of their Lots and any Residential Improvement located thereon. The Association may require that any exterior maintenance to the Lot or any Residential Improvement thereon be performed by the Owner pursuant to specific uniform criteria established by the Association. The Association may also undertake any exterior maintenance for which the responsible Owner fails to or improperly performs and assess to the Lot and Owner the cost thereof, which cost shall be a lien against the Owner's Lot, enforceable as other assessments. In addition, if, in the judgment of the Association, the need for maintenance to any Common Area or entrance monument is caused by the willful or negligent act or omission of any Owner, their guests or invitees, the Association may cause such damage to be repaired and the cost thereof shall be assessed against the Lot of the Owner responsible for the damage.

ARTICLE VI.

ADMINISTRATIVE PROVISIONS

Section 1. Duration The Declaration authorizes and empowers the Association of which the qualification for being a member is ownership of a parcel of real estate to hold title to common real estate for the benefit of the parcels in the Association. Therefore, the terms and conditions of this Declaration shall remain in full force and effect until otherwise amended or terminated in accordance with Section 4, below and the same shall not be terminated by the provisions of Minn. Stat. §500.20. The rights of the City of Savage under Article IV, Section 10, shall be perpetual and shall vest in the City.

Section 2. Severability. Invalidation of any one or more of the provisions herein by judgement or court order shall not affect any of the other provisions, which shall remain in full force and effect until the date of expiration.

Section 3. Mode of Enforcement. The Association shall adopt Rules, consistent with the Declaration, and may assess fines for violations of the Declaration and/or Rules. The Association and/or any Owner of a Lot in the Subdivision also shall have the right to enforce the provisions of the Declaration and/or Rules in the Association's name and/or an Owner's name by proceedings in law to recover damages or by proceedings in equity to restrain any violation.

Section 4. Amendment. This Declaration may be amended only by the consent of Owners of Lots to which are allocated at least sixty-seven percent (67%) of the total votes of the Owners in the Subdivisions subject to this Declaration. Consent of the Owners may be obtained by written Ballot, in writing, or at a meeting of the Association duly held in accordance with the By-Laws. The Amendment shall be effective when recorded. An affidavit by the Secretary of the Association as to the outcome of the vote, or the execution of the foregoing agreements or consents, shall be adequate evidence thereof for all purposes, including without limitation, the recording of the amendment.

Section 5. Termination. This Declaration may be terminated as and against the Owners in this Subdivision only by an instrument executed by 75% of the Owners of Lots in the Subdivisions subject to this Declaration.

Section 6. Captions. The title of this instrument and the captions of the articles and sections of this instrument are for convenience of reference only.

IN WITNESS WHEREOF, the undersigned, as President of Dufferin Park Owner's Association has executed this instrument effective on the day and year first set forth above, on behalf of the Association.

DUFFERIN PARK OWNER'S ASOCIATION
a Minnesota nonprofit corporation

By _____
Its President

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the President of Dufferin Park Owner's Association, a Minnesota nonprofit corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:
Gretchen S. Schellhas (#195595)
Chestnut Cambronne PA
100 Washington Avenue South, Suite 1700
Minneapolis, Minnesota 55401-2138
(612) 339-7300

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DUFFERIN PARK OWNER'S ASSOCIATION

EXHIBIT A

**AMENDED AND RESTATED DECLARATION OF COVENANTS FOR DUFFERIN PARK
12TH ADDITION**

PROPERTY LEGAL DESCRIPTION

Lots 1 through 8, Block 1;

Lots 1 through 14, Block 2; and

Lots 1 through 18, Block 3

all in DUFFERIN PARK 12TH ADDITION

DUFFERIN PARK OWNER'S ASSOCIATION

EXHIBIT B

**AMENDED AND RESTATED DECLARATION OF COVENANTS FOR DUFFERIN PARK
12TH ADDITION**

AFFIDAVIT OF SECRETARY

The undersigned, Secretary of Dufferin Park Owner's Association, being first duly sworn on oath, hereby swears and certifies, pursuant to the applicable provisions of the Declaration, that this instrument has been duly approved by 75% of the Owners of Lots in the 12th Addition (Subdivision), as defined in the Declaration and Exhibit A.

The approval was obtained through the use of Minn. Stat. Section 515B.2-118 (a)(7), whereby the necessary consent either was received in the form of consents or by the failure to return a written refusal to consent in a timely manner, thereby allowing the Association to treat the failure to return a refusal to consent as approval.

Secretary

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, its Secretary of Dufferin Park Owner's Association, a Minnesota nonprofit corporation, on behalf of the non-profit corporation.

Notary Public

Dufferin 12th - Individual

DUFFERIN PARK OWNER'S ASSOCIATION
Owner's Consent to
Proposed Amended and Restated Declaration of
Covenants for Dufferin Park 12th Addition

_____ and _____, is/are the Owner(s) of _____, Savage, MN, which is located within the Dufferin Park Owner's Association and is legally described as follows:

Lot ____, Block ____, Dufferin Park 12th Addition

Certificate of Title No. _____

HEREBY CONSENT(S) to the recording against my/our Lot of the attached proposed Amended and Restated Declaration of Covenants for Dufferin Park 12th Addition, amending that Declaration of Covenants for Dufferin Park 12th Addition dated October 1, 1998 and filed in the Office of the Scott County Registrar of Titles on October 15, 1998 as Document No. 98651.

(Signature)

(Print Owner's Name)

State of Minnesota)
) ss.
County of _____)

The foregoing instrument was acknowledged before me, a Notary Public, this ____ day of _____, 2023, by _____, the Owner(s) of the above-described property, who is/are a single person or an individual married to _____ **(Notary, please cross out the inapplicable portion).**

Notary Public

(Signature)

(Print Owner's Name)

State of Minnesota)
) ss.
County of _____)

The foregoing instrument was acknowledged before me, a Notary Public, this ____ day of _____, 2023, by _____, the Owner(s) of the above-described property, who is/are a single person or an individual married to _____ **(Notary, please cross out the inapplicable portion).**

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Gretchen S. Schellhas, Esq.
Chestnut Cambonne PA
100 Washington Avenue South, Suite 1700
Minneapolis, MN 55401-2138

Dufferin 12th - Individual

**DUFFERIN PARK OWNER'S ASSOCIATION
Owner's REFUSAL TO CONSENT to
Proposed Amended and Restated Declaration of
Covenants for Dufferin Park 12th Addition**

_____ and _____, is/are the Owner(s) of _____, Savage, MN, which is located within the Dufferin Park Owner's Association and is legally described as follows:

Lot ____, Block ____, Dufferin Park 12th Addition

Certificate of Title No. _____

HEREBY REFUSE(S) TO CONSENT to the recording against my/our Lot of the attached proposed Amended and Restated Declaration of Covenants for Dufferin Park 12th Addition, amending that Declaration of Covenants for Dufferin Park 12th Addition dated October 1, 1998 and filed in the Office of the Scott County Registrar of Titles on October 15, 1998 as Document No. 98651.

(Signature)

(Print Owner's Name)

State of Minnesota)
) ss.
County of _____)

The foregoing instrument was acknowledged before me, a Notary Public, this ____ day of _____, 2023, by _____, the Owner(s) of the above-described property, who is/are *a single person or an individual married to* _____ **(Notary, please cross out the inapplicable portion).**

Notary Public

(Signature)

(Print Owner's Name)

State of Minnesota)
) ss.
County of _____)

The foregoing instrument was acknowledged before me, a Notary Public, this ____ day of _____, 2023, by _____, the Owner(s) of the above-described property, who is/are *a single person or an individual married to* _____ **(Notary, please cross out the inapplicable portion).**

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Gretchen S. Schellhas, Esq.
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Minneapolis, MN 55401-2138