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# RULES & REGULATIONS

## HEIMS LAKE VILLAS NORTH ASSOCIATION

### Wyoming, Minnesota, 55092

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Per Section 5.6 of Common Interest Community Number 59 Heims Lake Villas **Declaration:**

#### 5.6 Rules and Regulations

The board shall have exclusive authority to approve and implement such reasonable Rules and Regulations as it deems necessary from time to time for the purpose of operating and administering the affairs of the Association and regulating the use of the Property; provided, however, that the Rules and Regulations shall not be inconsistent with the Governing Documents or the Act. The inclusion in other parts of the Governing Documents of authority to approve Rules and Regulations shall be deemed to be in furtherance, and not in limitation, of the authority granted by this Section. New or amended Rules and Regulations shall be effective only after reasonable notice thereof has been given to the Owners.

Per Article VI of Common Interest Community Number 59 Heims Lake Villas **Bylaws:**

#### Section 1. Powers

The Board of Directors shall have the power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.
- (b) Suspend the voting and enjoyment rights of any Member for any period during which any assessments remain unpaid, and to suspend the said enjoyment rights for any period not to exceed thirty (30) days and to impose a fine not to exceed Ten Dollars (\$10.00) for each infraction of its published rules and regulations, each day during which infractions exist being deemed a separate and distinct infraction; provided, however that nothing contained in this section 1(b) shall be deemed to deny an Owner access to and from his or her Unit or Dwelling located in the Subject Property;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the Governing Documents;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) Employ a manager, an independent contractor or such other employees, as they deem necessary, and to prescribe their duties; provided, however, that any agreement for professional management of the Subject Property, or any other contract providing for services by the Declarant, shall provide for termination by either party without cause or payment of a termination fee on ninety (90) days or less written notice and a maximum contract term of three (3) years.

#### Introduction

Consider these Rules and Regulations a Homeowner's Manual. They shall supersede any previous Rules and Regulations and every effort has been made to ensure they are consistent with the terms of the Articles of Incorporation, Declaration, and Bylaws. Nothing herein is intended, nor shall supersede the terms and conditions of the Governing Documents. They are enacted by the Board of Directors, who govern the conduct of the Association. It is important to understand that although not everyone may agree to every rule, each homeowner must abide by them. If any homeowner fails to abide by said Rules and Regulations, penalties will be imposed and fines assessed to their account. The Board of Directors has the legal authority to implement changes to these Rules and Regulations from time-to-time, as deemed necessary for the safety, care, and cleanliness of the Association. Ultimately, the primary goal of the Association is to preserve the neighborhood by maintaining its physical condition by way of implementing proper rules and regulating realistic budgets. The value of each home is dependent upon a properly run Association, of which Heims Lake Villas strives to provide.

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## **VIOLATIONS & ENFORCEMENT POLICY**

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Residents of Heims Lake Villas North Association must abide by and are asked to assist in the enforcement of the Rules and Regulations. These rules were not established in an arbitrary fashion, nor created to impose hardship on anyone. They have been developed to properly operate the Association. It is the responsibility of the Board of Directors to preserve the community's compliance regiment by ensuring the consistent enforcement of the Association's Rules and Regulations, such as follows:

1. Homeowner is required to make every reasonable effort and/or attempt to resolve matter between parties, prior to reporting an infraction of dispute to the Association.
2. Violations must be documented and reported, in writing, to the Association within seven (7) days of occurrence; date, address, and time of incident must be denoted.
3. The Association may levy fines and recover sums due against a unit if homeowner, tenant, guest, or agent fails to comply with any provision of the Association's Declaration, Bylaws, and/or Rules and Regulations.
4. Fines may be levied each day for a continuing violation not resolved after a single notice provided.
5. Homeowner will receive written notice detailing violation and fine. Notice will request voluntary compliance and payment of fine within seven (7) days.
6. If a violation is not corrected within seven (7) days a fine will be levied against homeowner, as in accordance to Rules and Regulations guidelines, reference below.
7. The Board of Directors, their legal advisor, and property management company will initiate appropriate actions to bring about compliance, if homeowner fails to comply and/or cure violation, themselves.
8. Fines Assessed:

1 <sup>ST</sup> LETTER	= WARNING - 7 DAY COMPLIANCE PERIOD
2 <sup>ND</sup> LETTER	= \$25.00 FINE - 7 DAY COMPLIANCE PERIOD
3 <sup>RD</sup> LETTER	= \$50.00 ADDITIONAL FINE - 7 DAY COMPLIANCE PERIOD
THEREAFTER	= \$50.00 ADDITIONAL FINE - DAILY UNTIL CORRECTED

9. Fines are levied against the homeowner, whether caused by themselves, their guest(s), their tenant(s), and/or their agent(s), etc.
10. Fines levied by the Board of Directors will be added to the homeowner's account and if not promptly paid, late fees will ensure. Failure to pay a fine may results in a lien against the homeowner's unit and/or foreclosure proceedings.
11. The Board of Directors reserves the right to amend, alter, or cancel any of these rules, and to make such other rules and regulations from time-to-time as may be deemed necessary for the safety, care, and cleanliness of the premises and for securing the comfort and convenience of all residents of the complex.

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## **RESPONSIBILITY (ASSOCIATION or HOMEOWNER):**

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The maintenance, repair, or replacement of physical aspects of the Association are allocated between the responsibilities of the Association and responsibilities of the individual unit owners. Any damage, intentional or negligent, caused to common areas will be the homeowner's responsibility. All contractors performing work shall be licensed and insured. The following chart is a guide, only, for quick reference:

## RESPONSIBILITY (ASSOCIATION or HOMEOWNER), cont'd.:

AREA / ITEM	HOMEOWNER	ASSOCIATION
<b>ROADWAYS / FIRE LANES / SIDEWALKS:</b>		
Remove Ice and Snow from Street		X
Remove Ice and Snow from Sidewalk		X
Remove Ice and Snow from Driveway		X
Install Snow Markers		X
Post No Parking Signs		X
Enforce Parking Regulations		X
<b>EXTERIOR MAINTENANCE / REPAIRS:</b>		
Roofs, Gutters, and Downspouts	X	
Exterior Siding, Trim, Overhangs	X	
Doorsteps, Stoops, and Porches	X	
Decks, Patios, and Balconies	X	
Foundations and Foundation Walls	X	
Shutters, Awnings, and Window Boxes	X	
Driveways and Sidewalks	X	
Patio Privacy Fence (NO OTHER FENCING ALLOWED)	X	
Exterior Light Fixtures	X	
Exterior Light Bulb Replacements	X	
Attics and Insulation	X	
Outdoor Spigots	X	
<b>DOORS:</b>		
Interior Doors and Trim	X	
Perimeter Doors, Trim, and Frame	X	
Storm Doors and Screens	X	
Garage Service Doors	X	
Hardware (Door Knob, Lock, Etc.)	X	
<b>WINDOWS:</b>		
Window Glass, Screens, and Frames	X	
Perimeter Trim Around Windows	X	
Interior Trim Around Windows	X	
<b>GARAGES:</b>		
Garage Door and Garage Door Opener	X	
Garage Interior	X	
Garage Door Hardware (Incl. Track/Springs)	X	
Garage Apron, Cement Slabs, Frame	X	
<b>LAWNCARE / LANDSCAPING:</b>		
Mowing, Raking, and Watering		X
Maintain Exterior Trees and Shrubs	X	
Foundation Plantings	X	
Owner Plantings	X	
In-Ground Sprinkler Systems		X
Sprinkler Heads		X

AREA / ITEM	HOMEOWNER	ASSOCIATION
<b>SNOW AND ICE REMOVAL:</b>		
Sidewalks to Unit Entrance		X
Driveways		X
Roadways and Parking Areas		X
Decks, Patios, and Balconies	X	
<b>UNIT SYSTEMS:</b>		
HVAC (Air Conditioners & Furnaces)	X	
Interior Ducts, Wires, and Utilities	X	
Electrical (Lights, Fixtures, Etc.)	X	
Plumbing (Faucets, Toilets, Etc.)	X	
Appliances (Water Softener, Water Heat, Etc.)	X	
Pest Control	X	
Interior Repairs	X	
Sump Pump / Sewer Drains	X	
Fireplace	X	
Countertops, Cabinetry	X	
<b>MISCELLANEOUS:</b>		
Trash and Recycling		X
Sign and Sign Posts		X
Entrance Monument		X
Satellite, Cable TV, Antennas	X	
Phone Lines	X	

This maintenance chart is for informational purposes only. Maintenance responsibilities and the assessment of costs to pay for any maintenance, repair, and/or replacement are determined by the governing documents of the Association. Common expenses associated exclusively with the maintenance, repair, and/or or replacement of fewer than all units may be assessed exclusively against the unit or units benefited.

## PETS:

Conventional domesticated animals such as dogs, cats, fish, and birds are the only pets permitted within the community. Additional rules apply, and are as follows:

1. No animals that show aggressive behavior or that cannot be controlled by their owner shall be allowed.
2. A maximum of three (3) animals, per unit, is allowed. There is no size restriction.
3. Dogs must always be on a walking leash and supervised when outside the unit. All pets must be under the direct control of the owner, or another person capable of controlling the pet at all times when outside the owner's unit.
4. No pets shall be left outside unattended, whether leashed, or otherwise.
5. Feces will be picked-up immediately. Pet owners are required to carry a suitable disposal container/bag and immediately remove excrement from the ground.
6. Written notice will be given to pet owners in violation of these rules and if they do not comply, a fine may be assessed.
7. Owners are responsible for any damages to property and grounds, including sod replacement, landscaping, and/or etc., caused by their pet, guest's pets, or tenant's pets. The Association will make repairs and the owner will be assessed the cost of repairs, for which a fine may also be assessed.
8. Sod damage from pets that appears in the Spring, will be repaired with new sod by the Association and the homeowner will be billed.

9. Kennels, doghouses, or animal pens of any kind are prohibited on patios, common areas, and/or limited common areas.
10. Breeding of animals for commercial purposes is prohibited.
11. Pets must not be permitted to behave so as to annoy, or endanger, the safety, or comfort, of other residents and become a nuisance to the community.
12. Pet owners, by owning or housing a pet on the property of the Association, holds the Association, its members and representatives, including the Management Company, harmless and agrees to indemnify them against any loss, liability, or injuries caused by result of the animal's behavior.
13. Any attack resulting in personal injury or display of aggression by an animal will prompt the involvement of the Lindstrom Police Department.
14. All animals must be properly licensed, vetted, and under a veterinarian's care.

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## **EXTERIOR LIGHTING:**

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Each homeowner is required to maintain the exterior lights on his/her unit. These lights are to have an operable white, or clear, bulb.

Additional rules apply, and are as follows:

1. Due to lack of street lighting, it is necessary that all lights be operational to meet Wyoming City Fire Code. Emergency vehicles must be able to locate house numbers.
2. Motion sensors/detectors are prohibited.
3. Holiday lights are permitted; but, at the expense and liability of the homeowner.

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## **PARKING:**

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Each homeowner has two parking areas; the owner's garage and the driveway directly in front of their garage door. Additional rules apply, and are as follows:

1. Homeowner's and residents may use street parking only on a short-term intermittent basis, not to exceed forty-eight (48) hours. At all other times the street parking areas shall be available for guests. These spaces are not for vehicle, commercial vehicle, or any other type of storage. No homeowner may regularly, or permanently use these parking spaces for their personal vehicles. Violators will be subject to towing at the homeowner's expense.
2. No parking in front of, or blocking driveways, sidewalks, mailboxes, or fire hydrants is allowed. This includes parking on driveway aprons.
3. No driving on grass (or parking on grass), or other common areas, is permitted.
4. Residents are to ensure all parked vehicles in driveways, or overflow areas, does not interfere with snow removal and/or lawn care maintenance.
5. Residents are responsible for advising their guests, service and/or delivery personnel of parking regulations.
6. Boats, trailers, recreational vehicles, snowmobiles, jet skis, or similar vehicles or equipment, may not be parked in street or driveways for more than 48 hours, nor are they to be operated on common property. No non-operative unlicensed vehicle may be parked, or stored, in the community, except in your garage.
7. Garage doors must be kept closed unless the homeowner, or resident, is within close proximity.
8. Homeowner's and residents are responsible for any damages to the common areas including concrete, blacktop, and/or driveways caused by their vehicles directly, or indirectly. Repairs will be made by the Association and the homeowner will be billed.

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## **GUESTS AND CHILDREN:**

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Each homeowner is responsible for their children and/or their guests' children's safety while on common ground areas of the Association. All children must abide by the Rules of the Association and/or Local City Ordinances (i.e., curfews), if applicable. No loitering is permitted.

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## **SATELLITE DISHES AND SYSTEMS:**

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1. Satellite Dishes ARE allowed.
  2. Installations must be handled by a qualified professional installer, who is licensed, insured, and bonded.
  3. All wiring must be concealed and the Dish, itself, must be located on the roof nor more than four (4) feet below the ridgeline. Preferably to be positioned where least visible from the street.
  4. Only DBS and MDS antennas of one (1) meter, or less, in size will be permitted.
  5. Removal of all installation and construction debris from the property is the responsibility of the homeowner and will be at the homeowner's expense. All cost of use, maintenance, repair, and service shall be borne by the homeowner.
  6. Liability for damages resulting from the installation of the Dish is borne solely by the homeowner. This liability transfers to any future homeowner of the unit and must be recorded as part of the title of covenants for any prospective buyer.
  7. Satellite Dishes and wiring must not: 1) Attach to siding, or protrude through siding, 2) Attach to fencing or to the ends of the building, 3) Be placed on the ground, concrete, or asphalt, 4) Visually impair any other homeowner, and 5) Impair reception of any other communication device owned by the Association or any other homeowner of his/her residence.
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## **REFUSE, DISPOSAL, AND RECYCLING:**

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Each homeowner must secure and dispose of all garbage, trash, and/or refuse, as set forth by the City of Wyoming, and contractor hired to collect. Additional rules apply, and are as follows:

1. All garbage and recycling bins must be kept in homeowner garage until pick-up day. No storage is allowed on patios, or in driveways.
2. Garbage and recycling bins must be placed curbside for pick-up.
3. Garbage and recycling bins must not be placed out for pick-up prior to the evening before pick-up.
4. No garbage and/or trash shall be permitted to become a nuisance, annoyance, safety, or health hazard to the community.
5. Packing boxes, moving materials, furniture, mattresses, tires, batteries, and/or etc., will not be taken by the regular collector and must be removed promptly from the property. Homeowner's must contact the refuse company, directly, to make special arrangements for pick-up, at homeowner's expense.
6. Garbage, trash, and/or any refuse must not ever be left in common areas.
7. Christmas tree pick-up is by special arrangement only and at the homeowner's expense.
8. Homeowners are responsible for appropriately disposing of all toxic waste materials such as paint, solvents, motor oil, and/or etc. Contact the City of Lindstrom for further information on disposal sites.
9. Failure to adhere to the proper procedures for disposing of garbage and recycling may be subject to a written warning. If the problem continues, a fine may be assessed.

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## **NOISE AND DISTURBANCES:**

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Each homeowner, resident, and/or their guests shall not interfere with the rights, comfort, and/or convenience of other homeowner's. Additional rules apply, and are as follows:

1. Problems concerning annoyance and nuisances caused by loud music, parties, excessive behavior, etc. should be brought to the attention of the Management Company and/or Board of Directors.
  2. As dictated by the situation, the Local Police and/or Fire Department, may be contacted.
  3. Any fines assessed by Police and/or Fire Department are the responsibility of the homeowner.
  4. Homeowners are responsible for the actions of their children, pets, guests, guest's children, and/or agents.
  5. Homeowners shall not make, or permit, unreasonable noise that will disturb others. Radios, TVs, stereos, and/or musical instruments must be kept at a reasonable volume at all times. Noncompliance will result in a fine.
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## **HOLIDAY DECORATIONS:**

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Lights and decorations are permitted on patios, trees, shrubs, entry doors, sidewalks, and/or on rock area. Lights and decorations are not permitted within common areas of the Association. No decorations may be placed on the roofs, or lawns (see "Architectural Appearance" section, below, for a detailed list of rules and regulations).

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## **PATIOS:**

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Patios must be clean and free of unsightly items. Only outdoor furniture and grills may be stored. All other items such as toys, bikes, trash, and recycle bins are prohibited. Patios are not to be used for storage. Fines will be assessed for noncompliance. Any changes to the patio and/or fencing areas must be approved by the Board of Directors, in writing.

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## **GRILLS AND/OR WOOD BURNING STOVES:**

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Grills must provide complete enclosure. Any damage done to the home is the owners responsibility. A 3' x 3' firepit or ring is allowed on the owners' lot, for recreational fires.

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## **SNOW REMOVAL POLICY:**

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Snowfall of 2 inches, or more, is required before the complex will be plowed. Less than 2 inches on sidewalks and driveways will be the homeowner's responsibility, as will any drifted snow. If snowing heavily for a long period of time, the plow(s) will wait until the snow has ceased, at which time the driveways and sidewalks will be fully plowed /shoveled, unless a vehicle is in the way of providing snow removal. All vehicles must be moved to ensure complete compliance for removal.

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## **MAILBOXES AND MAILBOX KEYS:**

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The mailboxes and pedestals are the responsibility of the Association. If you are unable to open your mailbox, or it is damaged, the Management Company, and/or Board of Directors must be contacted immediately, to



arrange repair. During the interim, homeowner is encouraged to contact their local Post Office to have mail held for pick-up. Given the cause of the damage, the homeowner may be assessed a fine, and/or the expense to repair.

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### **SOLICITORS AND/OR PEDDLERS:**

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Solicitors are not allowed on the property. Residents shall not solicit door-to-door, except for Association business. If a solicitor is identified, the local Police Department will be notified.

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### **GROUND'S POLICY AND CONTRACTORS:**

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Ground services are conducted by contractors contracted by the Association who are not employees of the Association, or the Management Company. Contractors are hired to perform a specific service, for a specific period of time, for the entire Association. Because services are contracted, and not performed by an employee, the Association is limited to expectations of services to the scope of their contract(s); contracts including, but not limited to: Snow Removal, Lawn Care, Sprinkler System Winterization and De-Winterization, Tree Trimming, and/or etc. The Board of Directors and/or Management Company negotiates and facilitates such contractual agreements on the Association's behalf, as is legally allowed, per the legal documents binding to the Association.

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### **LOT 10, BLOCK1, HEIMS LAKE NORTH COMMON AREA BY LAKE**

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Lot 10, Block 1, Heims Lake North also known as Common Area for the Association.

Homeowners, their families and guests may use this area for picnics, walking their pets, or just relaxing while viewing the lake.

The developer will furnish two (2) heavy-duty picnic tables for the Association to let homeowners, family and guests use.

It will be the responsibility of the Homeowners using this area to clean it up after their use and remove all garbage.

Heims Lake is a non-motorized lake. Homeowners are allowed to use the lake with Kayaks, canoes, or other non-motorized boat.

NOTE: 1. You are doing this at your own risk.

2. Life jackets are recommended.
3. Boating safety is required.
4. Kayaks, canoes or other water related items must be removed from Common Area at end of day.
5. Association is not responsible for any water activities or items left on the shoreline unattended.
6. Fines will be imposed on residence that don't follow the guidelines set by this Association.

Once the Association is fully formed or taken over by the Homeowners, you may add a dock if agreed upon.



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## ARCHITECTURAL APPEARANCE:

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Homeowner's and/or residents shall not make alterations, additions, and/or improvements to any of the Common Elements, Limited Common Elements, or Exteriors of Units without prior written approval from the Association's Board of Directors. Homeowner agrees to reimburse Association for any costs incurred to return the unit to its original condition, if homeowner neglects to first seek approval. Fines will additionally be assessed for noncompliance. Additional rules apply, and are as follows:

1. The Developer has the right to deny or request a change of any exterior colors, features, and/or materials selected during the building process.
2. Homeowner's and/or residents are responsible to keep their immediate areas clear of any clutter, including, but not limited to: Rusty Screen Doors, Dented Garage Doors, and/or etc.
3. All window treatments, curtains, blinds, and/or the like, must be such that are compatible with the community. Blankets, sheets, and/or their like are not allowed.
4. Homeowner's and/or residents shall not place items, such as lawn ornaments, birdbaths, clotheslines, swing sets, windmills, and/or etc., on common property at any time. Items will be removed.
5. Wading pools are allowed; but, must be emptied, removed, and stored in garage, on a daily basis, and on mowing days.
6. Signs (political, or otherwise), advertisements, and/or the like, shall not be displayed on the common grounds, or within the interior, or on the exterior of a unit. For rules regarding the use of "For Sale" signs, please see the "Selling" section of this guide.
7. Antennas or wiring may not be visible from the exterior of the building. Any additional wiring required for cable services to an individual unit shall be done in the interior portion of the unit. No additional wiring may be installed on the exterior of the building.
8. Window air conditioning units, or fans, may not be installed in windows. Central air conditioning units must be installed at locations provided, as currently exists, or as approved by the Board of Directors.
9. Rugs, blankets, towels, clothes, and/or etc. shall not be exposed on patios, decks, or on any part of the common area.
10. Trash and Recycle bins are not to be kept on patios, common areas, or in driveways, as in accordance to the "Refuse, Disposal, and Recycling" section of this guide.
11. Holiday lights and decorations are permitted, as in accordance to the "Holiday Decorations" section, Page 9.
12. Decorations are not allowed on roofs. Decorations may only be placed on decks, patios, or decorative stone areas. Any lights, or decorations, must be hung, or attached, so as to not pierce, or damage siding, eaves, gutters, roof, or fences. Plastic clips exist for very purpose. Nails, screws, and/or staples are not acceptable.
13. Christmas Trees shall not be stored on patios. Trees must be removed to the property disposal/recycling location at the appropriate time, as in accordance with the local trash collector. Fees for such removal, will be at the homeowner's expense.
14. Any damage caused by decorations shall be the responsibility of the homeowner.
15. Architectural change requests, must be facilitated, as follows:
  - a. Contact Management Company and/or Board of Directors.
  - b. Request a "Request for Change Form".
  - c. Complete Form and Return with specifics (i.e., plans, etc.) to Management Company, who will submit to the Architectural Review Committee (A.R.C.).
  - d. A.R.C. will review, consult, and provide Management with decision, who will update homeowner.
  - e. Consent of the Association (A.R.C.) does not assume responsibility of completing proposed project. Homeowner is responsible for performing work and/or paying expense, if proposal is approved.

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## FLOWERS AND LANDSCAPING:

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Alterations to the existing landscaping of common areas is not allowed without the approval of the committee. Additional rules apply, and are as follows:

1. Flowers need to be in Planters or Pots. Planters/Pots must be kept on rock, concrete, or asphalt areas.
  2. Planters/Pots must not be kept on grass.
  3. Planters/Pots must be stored during the winter months.
  4. Landscape plants and/or trees are allowed to be added or altered, "within reason", on individual owners' lots.
  5. Alterations to existing landscaping of Common or Limited Common Areas are not allowed, unless approved by the Board of Directors.
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## SELLING:

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Minnesota law requires sellers to obtain a copy of a statement of their account (Disclosure Statement) setting forth the amount of any unpaid assessments, or other charges due and owed, to the Association. Statements must be obtained from the Board of Directors, or Management Company. And the homeowner may be required to pay fees and abide by applicable notice periods. Additional rules apply, and are as follows:

1. One "For Sale" sign on a post in the front yard is permitted.
  2. Signs are not to exceed five feet square.
  3. An Open House may be held any day of the week between the hours of 9:00 A.M. Central Standard Time and 8:00 P.M. Central Standard Time.
  4. Open House signs will be allowed at the entrance, and in front of the unit, during the Open House; but, must be removed by 8:30 P.M. Central Standard Time that same day.
  5. The homeowner is responsible for security maintenance during an Open House.
  6. Homeowner must provide a copy of the Association's governing documents to the potential buyer, prior to entering into a purchase agreement. Minnesota Statutes require sellers to provide their buyers with a copy of the Declaration, Articles of Incorporation, Bylaws, and these Rules and Regulations.
  7. Buyer's must provide the Association's Management Company, or Board of Directors, with their contact information, in addition to their mortgage information. The Association, in turn, will have their insurance agent forward a copy of the insurance certificate to the mortgagee.
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## LEASING:

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This Association does allow leasing of an individual unit.

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## ASSOCIATION INFORMATION:

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### BOARD OF DIRECTORS:

The Board of is responsible for carrying out the duties and responsibilities of the Association. Their authority is comprehensive and includes all of the powers and duties enumerated in the Documents and Minnesota Statutes 515B. An individual member of the Association has not authority to act for the Board simply by virtue of being a member. The Association membership elects the Board of Directors by way of a vote, of which one per, per household, is allowed and/or counted.

### BOARD RESOLUTION:

The members of the Board of Directors, on behalf of the Association, adopt the Rules and Regulations, policies and procedures, and other provisions of the Homeowners Manual, in accordance with the Heims Lake Villas Association Bylaws.

Directors: The Board of Directors consists of a President, Vice President, Secretary, Treasurer, and Board Member at Large. Board Members may be appointed as needed, subject to later approval at the annual meeting.

Election Procedures: The election of Board Members is conducted at the Annual Meeting once the Developer approves of the meeting date and time. The Association has established the following criteria to be eligible for nomination to the Board of Directors. The nominee must be (1) a unit owner and reside in the Association community, (2) an Association member in good standing, financially and/or other, (3) a member whose past involvement has demonstrated good and responsible judgment, and (4) a person who is willing to commit their time and talent for the betterment of the community.

### MEETINGS:

Meetings are intended for Association Owner's to gather and discuss Association business, as well as plan for a mutual resolve of outstanding issues, items, and/or concerns as presented by Association Members. Special meetings are held, as decided by the Board of Directors, with the Annual Meeting set for the fourth (4<sup>th</sup>) Thursday of each May, with the time and location provided by proper notice, as dictated by the Association Bylaws. Additional information applies, and is as follows:

Notice: Notice of Association Meetings will be sent to each Homeowner a minimum of twenty-one (21) days, but not more than thirty (30) days, in advance. Such notice will contain date, time, and location.

Attendance: Homeowners are encouraged to attend and participate in all meetings; however, in effort to effectively conduct Association business in a respectful and timely manner, it is imperative for all Homeowners to abide by these guidelines while present:

1. Homeowner agrees to inform Board, or Management, of their request to speak at meeting, as well as their reason for such request. Said request will be added to the schedule.
2. Homeowner agrees to raise hand and wait to be called on by Board, or management, prior to speaking.
3. Homeowner agrees to present themselves in a professional manner, so as not to cause disruption, disrespect, and/or inappropriate discourse.

The Association, The Board, or The Management Company, will not assume responsibility and/or liability for any homeowner complaint, or concern, which has not been first addressed to them, in writing.

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## ASSOCIATION SUMMARY, OVERVIEW & OTHER:

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On the Association's behalf, Board Members will be elected to assume a fiduciary duty to the Association and its members when the Developer approves of the date and time. They are not managers, or maintenance personnel, rather homeowner's who have volunteered their expertise and endure responsibilities to ensure a properly operated non-profit organization. To assist the Board of Directors in accomplishing their fiduciary duties, advisory committees (i.e., architectural, budget, etc.) can be established to analyze specific problems, review facts, gather information, provide solutions, and submit recommendations.

Maintaining official Association records is an important duty, as held by the Board of Directors. The Treasurer is responsible for financial records and the Secretary maintains all other Association records required by law. The Management Company can assume this responsibility, if delegated by the Board of Directors, while under supervision of the Secretary and Treasurer.

The Minnesota Common Interest Ownership (MCIOA) and other respective laws governing condominiums and community associations require the Association to engage in Legal Advisory Services. The Board calls upon its Counsel to render opinion for clarify, amending documents, assessment collection, foreclosure, and/or the enforcement of documents, as deemed necessary. Requests for legal services may only be made by the Board of Directors.



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PAGES: 16

**Office of County Recorder  
Chisago County, Minnesota**

Certified, filed, and/or Recorded on: February 14, 2022 1:58:00 PM

**Karen M. Long,  
County Recorder**

REC'G COMPLIANCE FUND: \$11.00  
STATE GENERAL FUND: \$10.50  
TECHNOLOGY FUND: \$10.00  
GENERAL ABSTRACT: \$14.50

Received from: LAND TITLE, INC

Returned To: LAND TITLE, INC  
2200 W COUNTY RD C  
STE 2205  
ROSEVILLE, MN 55113

Reference Document #

656073

BY-LAWS  
OF  
HEIMS LAKE VILLAS NORTH OWNERS' ASSOCIATION

ARTICLE I  
NAME AND LOCATION

The name of this corporation is HEIMS LAKE VILLAS NORTH OWNERS' ASSOCIATION, hereinafter referred to as the "Association". The principal office of the Association shall be located at 167 Lake Street North, #2, Forest Lake, Minnesota 55025, or at such other place within the State of Minnesota as may be designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

Section 1. "Articles" shall mean and refer to the Articles of Incorporation of the Association.

Section 2. "Association" shall mean and refer to HEIMS LAKE VILLAS NORTH OWNERS' ASSOCIATION, a Minnesota non-profit corporation, its successors and assigns.

Section 3. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners and such other persons to whom the Owners may delegate this right pursuant to the Declaration and to all improvements located thereon and owned or otherwise held by the Association for the common use and enjoyment of said persons.

The Common Area owned or to be owned by the Association is described in the Declaration.

Section 4. "Community" shall mean and refer to HEIMS LAKE VILLAS NORTH OWNERS' ASSOCIATION, Common Interest Community Number 59.

Section 5. "Declarant" shall mean and refer to J. Johnson Development, LLC, a Minnesota corporation, its successors and assigns.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Subject Property recorded in the Office of the Washington County Recorder filed as Document No. \_\_\_\_\_.

Section 7. "Dwelling" shall mean and refer to any portion of a building situated upon the Subject Property designated and intended for use and occupancy as one residential unit.

Section 8. "Governing Documents" shall mean and refer to the Declaration, the Articles and these By-Laws.

Section 9. "Member" shall mean and refer to all Owners who are Members of the Association as provided in the Declaration.

Section 10. "Owner" shall mean and refer to the record owner or contract vendee, whether one or more persons or entities, of a fee simple title to any Unit situated upon the Subject Property, but excluding contract vendors, unless the contract provides otherwise, and others having such interest merely as security for the performance of an obligation.

**LAND TITLE, INC.**  
2200 W. COUNTY ROAD C  
SUITE 2205  
ROSEVILLE, MN 55113  
File No. 655391

Section 11. "Subject Property" shall mean and refer to that certain real property described as the Subject Property in the Declaration and shall also include any portion of the Additional Property as may hereafter be added to the condominium pursuant to the Declaration.

Section 12. "Unit" shall mean and refer to a Dwelling together with the parcel of property upon which the Dwelling is situated, as legally described in the instrument of conveyance in favor of the current Owner. Unit shall not be construed to include Common Area as herein defined.

### **ARTICLE III** **MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the date selected by the Board of Directors thereafter, at the hour of 7:00 p.m. If the day for an annual meeting is a legal holiday, the meeting shall be held at the same hour on the first day following which is not a legal holiday. At each annual meeting, there shall be, at a minimum, (i) an election of successor directors for those directors whose terms have expired, (ii) a report on the activities and financial condition of the Association, and (iii) consideration of and action on any other matters included in the notice of meeting.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors and must be called by the President in any event upon receipt of a written request for a special meeting signed by twenty-five percent (25%) of the Class A Members entitled to vote or upon written request of any of the first mortgagees holding mortgages on the Subject Property.

Section 3. Notices. Notice of all meetings of the Members, stating the date, time, place complete agenda thereof, and the procedure for appointment of proxies, shall be given by the President or Secretary unless waived in writing. Such notice shall be in writing and shall be delivered by hand or sent by prepaid United States mail to each Member at the Member's address as it appears on the books of the Association. Notices shall be mailed not less than twenty-one (21) days nor more than thirty (30) days in advance of any annual meeting, and not less than seven (7) days nor more than thirty (30) days in advance of any special meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. The notice of the meeting may be waived before or after such meeting.

Section 4. Quorum. The presence at the meeting of Members, either in person or by proxy, entitled to cast two-thirds (2/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Governing Documents. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at that meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote, in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Unit.



**ARTICLE IV**  
**BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE**

**Section 1. First Board of Directors.** Said first Directors shall serve until the first annual meeting of the Members or until their successors have been duly elected and qualified. At the first annual meeting, the Members shall elect the Directors, each for a term of one year and until their successors have been duly elected and have qualified. At each annual meeting thereafter the Members shall elect any new members to the Board of Directors for a term of one year.

**Section 2. Number and Qualifications of Directors.** The initial Board of Directors shall consist of three natural persons. The second Board of Directors and all successive Boards shall consist of three, five, or seven members, as determined by the Board of Directors, all of whom are holders of an interest in at least one of the Units, or, in the case of the Declarant, a representative of the Declarant.

**Section 3. Nomination of Directors.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting (or a special meeting called for the election of Directors). The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

**Section 4. Election.** Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**Section 5. Term.** The term of each Director, other than the first Directors and the Directors elected at the First Special Election and the Second Special Election (as defined in the Articles), shall extend to the next annual meeting of the Members after the annual meeting at which the Director was elected and until the Director's successor has been duly elected and has qualified.

**Section 6. Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

**Section 7. Compensation.** No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his or her duties.

**Section 8. Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

**ARTICLE V**  
**MEETINGS OF DIRECTORS**

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day designated for such meeting unless such notice is waived.

**Section 2. Special Meetings.** Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one (1) Director. Not less than three (3) days' notice of such special meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of such meeting.

**Section 3. Waiver of Notice.** Any Director may waive notice of a meeting, either regular or special, before or after such meeting, and such waiver shall be deemed equivalent to the giving of notice.

**Section 4. Quorum.** Two (2) Directors, or if there are a total of seven (7) Directors, then three (3) Directors, shall constitute a quorum for the transaction of business at any meeting of the Board.

**Section 5. Adjournment When Quorum Lacking.** If at any meeting of the Board of Directors there shall be only one (1) Director present, that Director may adjourn the meeting from time to time until a quorum is present. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

**Section 6. Manner of Action.** Each Director shall be entitled to one (1) vote, and the act of a majority of the Directors present at a meeting at which a quorum is present shall constitute the act of the Board of Directors unless the act of a greater number is required by these By-Laws.

**Section 7. Board Meeting Open to Members.** Except as otherwise provided in this Section, meetings of the Board of Directors shall be open to Members. The Board shall give reasonable notice to Members of the date, time, and place of each Board Meeting. No notice need be given to Members if: (i) the date, time, and place of meeting were announced at a previous Board meeting; (ii) the date, time, and place of the meeting were posted in a location accessible to Members and designated by the Board from time to time; or (iii) if an emergency requires immediate consideration of a matter by the Board. Meetings may be closed to Members to discuss the following: (1) personnel matters; (2) pending or potential litigation, arbitration or other potentially adversarial proceedings between Members, between the Board or the Association and Members, or other matters in which any Member may have an adversarial interest, if the Board determines that closing the meeting is necessary to discuss strategy or otherwise protect the position of the Board or Association or the privacy of a Member or occupant of a Unit; or (3) criminal activity arising within the Community if the Board determines that closing the meeting is necessary to protect the privacy of the victim or that opening the meeting would jeopardize any investigation of the activity.

**ARTICLE VI**  
**THE BOARD OF DIRECTORS: POWERS, DUTIES AND RESTRICTIONS**

**Section 1. Powers.** The Board of Directors shall have the power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting and enjoyment rights of any Member for any period during which any assessments remain unpaid, and to suspend the said enjoyment rights for any period not to exceed thirty (30) days and to impose a fine not to exceed Ten Dollars (\$10.00) for each infraction of its published rules and regulations, each day during which infractions exist being deemed a separate and distinct infraction; provided, however, that nothing contained in this section 1(b) shall be deemed to deny an Owner access to and from his or her Unit or Dwelling located in the Subject Property;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the Governing Documents;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor or such other employees, as they deem necessary, and to prescribe their duties; provided, however, that any agreement for professional management of the Subject Property, or any other contract providing for services by the Declarant, shall provide for termination by either party without cause or payment of a termination fee on ninety (90) days or less written notice and a maximum contract term of three (3) years.

**Section 2. Duties.** It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested by one-fourth of the Class A members entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and see that their duties are properly performed;
- (c) as more fully provided in the Declaration:
  - (1) fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;
  - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

- (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or bring an action at law against the Owner personally obligated to pay the same;
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate and in accordance with the Declaration;
- (g) cause the Common Area and exterior of the Dwellings to be maintained as set forth in the Declaration.

## **ARTICLE VII**

### **OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Offices.** The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer and such other officers as the Board may from time to time by resolution create.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

**Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise become disqualified to serve.

**Section 4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time determine.

**Section 5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as

follows: President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The Vice President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act and shall exercise and discharge such other duties as may be required by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meetings, and deliver a copy of each to the Members.

## ARTICLE VIII BOOKS AND RECORDS

The Association shall keep adequate records of its membership, minutes of Members' meetings, minutes of Board of Directors meetings, committee meetings, contracts, leases and other agreements to which the Association is a party, and material correspondence and memoranda relating to its operations, and financial records sufficiently detailed to enable the Association to prepare the annual report and to comply with all applicable laws. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member and by any first mortgagee of a Unit. The Governing Documents shall be available, during reasonable business hours, for inspection by any Member and by any first mortgagee of a Unit at the principal office of the Association, where copies may be purchased at reasonable cost.

## **ARTICLE IX**

### **ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments all of which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien and interest, costs, and reasonable attorneys' fees in any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of such Owner's Unit.

## **ARTICLE X**

### **INSURANCE**

Section 1. Required Coverage. The Association shall obtain and maintain, at a minimum, a master policy or policies of insurance in accordance with the insurance requirements set forth in the Act and the additional requirements set forth in the Declaration, issued by a reputable insurance company or companies authorized to do business in the State of Minnesota.

## **ARTICLE XI**

### **NO CORPORATE SEAL**

There shall be no corporate seal.

## **ARTICLE XII**

### **AMENDMENTS**

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, provided that such additional consent required by Article XII of the Declaration is obtained, and provided that so long as there is a Class B membership, both the Declarant (and the Federal Housing Administration if it has insured loans against any Units) shall have the right to veto amendments.

Section 2. In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws; the Declaration shall control.

## **ARTICLE XIII**

### **MISCELLANEOUS**

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. Financial Statement. A review of the Association's financial statements shall be made at the end of the Association's fiscal year, unless prior to 30 days after the end of that fiscal year, at a meeting or by mailed ballot, Members to which at least thirty percent (30%) of the votes in the Association are allocated vote to waive the review requirement for that fiscal year. A waiver vote shall not apply to more than one fiscal year and shall not affect the Board's authority to cause a review or audit to be made. The review shall be made by an independent certified public accountant licensed to do business in the State of Minnesota and shall be prepared in accordance with generally accepted accounting principles. The financial statements shall be presented on a full accrual basis using an accounting format that separates operating activity from replacement reserve activity. The financial statements shall be delivered to all Members within 120 days of the end of the fiscal year.

Section 3. Annual Report. An annual report shall be prepared by the President or Treasurer and shall be provided to each member at or prior to the annual meeting of members. The annual report shall contain: (1) a statement of any capital expenditures in excess of two percent (2%) of the current budget or five thousand dollars (\$5,000), whichever is greater, approved by the Association for the current fiscal year and for the succeeding two fiscal years; (2) a statement of the balance in any reserve or replacement fund; (3) a copy of the statement of revenues and expenses for the Association's last fiscal year, and a balance sheet as of the end of said fiscal year; (4) a statement of the status of any pending litigation or judgments to which the Association is a party; (5) a detailed description of the insurance coverage provided by the Association including a statement as to which, if any, of the items referred to in § 515B.3-113(b) are insured by the association; (6) a statement of the total past due assessments on all Units, current as of not more than sixty (60) days prior to the date of the annual meeting; and (7) any other matter which the officers or directors of the Association deem appropriate.

Section 4. Committees. The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

*[The remainder of this page intentionally blank.]*



**CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of said HEIMS LAKE VILLAS NORTH OWNERS' ASSOCIATION, a Minnesota non-profit corporation, and that the foregoing By-Laws constitute the By-Laws of said HEIMS LAKE VILLAS NORTH OWNERS' ASSOCIATION as duly adopted at a meeting of the Members thereof held on the 24th day of January, 2022.

  
Jaren D. Johnson, Secretary

THIS INSTRUMENT DRAFTED BY:  
Collins Law Office, P.A.  
By: Robert H. Collins #237644  
Lake Street North, Suite 202  
Forest Lake, MN 55025

**UNANIMOUS WRITING IN LIEU OF A  
MEETING OF THE BOARD OF DIRECTORS OF  
HEIMS LAKE VILLAS NORTH OWNERS' ASSOCIATION**

The undersigned, being all of the members of the Board of Directors of HEIMS LAKE VILLAS NORTH OWNERS' ASSOCIATION, hereby adopt the following resolutions effective as of November 11, 2021.

**RESOLUTION NO. 1**

RESOLVED, that the Secretary is instructed to insert the Articles of Incorporation, Certificate of Incorporation and the receipt showing payment of the fees for incorporation in the minute book.

**RESOLUTION NO. 2**

RESOLVED, that the following person is elected to the offices indicated after his name, and shall serve until his successors are elected and qualified:

Jaren D. Johnson, President/Vice President/Secretary/Treasurer

**RESOLUTION NO. 3**

RESOLVED, that the Bylaws signed by Jaren Johnson as Secretary of the Association on November 11, 2021 are hereby adopted, ratified and confirmed, and the Secretary is instructed to insert a copy of said Bylaws in the minute book.

**RESOLUTION NO. 4**

RESOLVED, that all acts of the officers on behalf of the Association prior to the date hereof are ratified and confirmed.

**RESOLUTION NO. 5**

WHEREAS, by a Declaration of Covenants and Restrictions dated Jan 25, 2022, J. Johnson Development, LLC, a Minnesota limited liability company, imposed certain restrictions upon the property described on the attached Exhibit A, which property is has been transferred to the Association, it is

RESOLVED, that the Association accepts the transfer of the said property and shall hold title to said property subject to the terms of the said Declaration, a copy of which shall be inserted into the minute book.

**RESOLUTION NO. 6**

RESOLVED, that \_\_\_\_\_ is designated as the bank of the Association, and any officer is authorized to deposit funds of the Association into said bank.

**RESOLUTION NO. 7**

RESOLVED, that said bank is authorized to make payments from the funds of the Association on deposit with it upon and according to the check of the Association, signed in accordance with the Association resolution concerning banking, which resolution has been presented and is hereby adopted, and the Secretary is instructed to insert a copy of the banking resolution in the minute book.

**RESOLUTION NO. 8**

RESOLVED, that there be no corporate seal.

**RESOLUTION NO. 9**

RESOLVED, that the Secretary is directed to procure a corporate record book.

**RESOLUTION NO. 10**

RESOLVED, that all fees and expenses incident to and necessary for the organization of the Association shall be paid by the Treasurer or any other officer.

**RESOLUTION NO. 11**

RESOLVED, that the office of the Association be established and maintained at 167 Lake Street North, Forest Lake, MN 55025.

**RESOLUTION NO. 12**

RESOLVED, that until otherwise ordered, regular meetings of the Board of Directors will be held at said office or at such other place and at such time as the majority of directors shall agree, with special meetings to be as provided in the Bylaws and with annual meetings to be held on November 1 of each year.

**RESOLUTION NO. 13**

RESOLVED, that at its annual meeting on November 1 of each year, the Board shall prepare the annual report required by the Bylaws and shall direct the Secretary to provide each Owner of a Unit in HEIMS LAKE VILLAS NORTH OWNERS' ASSOCIATION that is subject to the Declaration with a copy of said report, along with notice of the annual meeting.

**RESOLUTION NO. 14**

RESOLVED, that the annual meeting on November 1 of each year shall immediately follow the annual meeting of Owners and that officers shall be elected at the annual meeting pursuant to the Bylaws of the Association.

**RESOLUTION NO. 15**

RESOLVED, that at the meeting on November 1 of each year, the Board shall adopt a budget of common expenses for the Association and assess and levy such common expenses equally against the Units pursuant to the Bylaws and shall give notice of such assessment pursuant to the Bylaws to all Owners of Units in HEIMS LAKE VILLAS NORTH OWNERS' ASSOCIATION that are subject to the Declaration.

**RESOLUTION NO. 16**

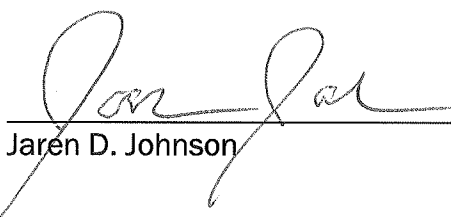
RESOLVED, that the corporation adopt the fiscal year beginning January 1st and ending December 31st.

**RESOLUTION NO. 17**

RESOLVED, that the President is authorized and directed to procure insurance for the Association as is required by the Declaration, and is directed to insert a copy of the certificate evidencing such insurance in the Association's record book.

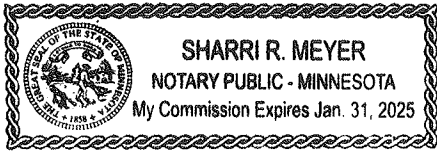
**RESOLUTION NO. 18**

RESOLVED, that the President is authorized and directed to obtain the Fidelity Bond or Insurance on directors and officers.

  
\_\_\_\_\_  
Jaren D. Johnson

STATE OF MINNESOTA )  
COUNTY OF Ramsey ) ss.

The foregoing instrument was acknowledged before me this 25 day of January, 2022, by Jaren D. Johnson, the President of J. Johnson Development, LLC, a Minnesota limited liability company, on behalf of the limited liability company.



Sharri R. Meyer  
Notary Public

This instrument was drafted by:  
Collins Law Office, P.A.  
By: Robert H. Collins #237644  
Lake Street North, Suite 202  
Forest Lake, MN 55025  
651.464.7400

## EXHIBIT A

### Legal Description of Property

Real property in Chisago County, Minnesota:

Lot 10, Block 1 and Lot 16, Block 2, Heims Lake Villas North, Chisago County,  
Minnesota