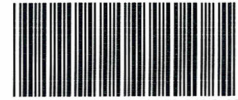


Receipt# 300977

ABSTRACT FEE

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By: DMB, Deputy

Return to:
EKD ENTERPRISES INC
2811 PILOT KNOB RD
EAGAN, MN 55121

Joel T. Beckman County Recorder
Dakota County, MN

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C I C NBR 606

Dakota, County Minnesota

BY Laws of

Wescott Hills Revised Building Association

A Planned Community

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COMMON INTEREST COMMUNITY NUMBER 606
Dakota County, Minnesota

By Laws

OF

WESCOTT HILLS REVISED BUILDING ASSOCIATION

A Planned Community

Common Interest Community No. 606

Wescott Hills Revised Building Association

BYLAWS

These Bylaws serve a dual role. They are the Bylaws of Wescott Hills Revised Building Association, a Minnesota nonprofit corporation (the "Association") organized under Minnesota Statutes, Chapter 317A, the Minnesota Nonprofit Corporation Act, and they are also the Bylaws of the common interest community described as Common Interest Community No. 606, Wescott Hills Revised Building Association, Dakota County, Minnesota (the "CIC") under Minnesota Statutes, Chapter 515B, the Minnesota Common Interest Ownership Act ("MCIOA").

ARTICLE I

The name of the corporation is Wescott Hills Revised Building Association, hereinafter referred to as "Association." The principal office of the corporation shall be located at 3432 Denmark Ave #102, Eagan, MN 55123

, but meetings of members and directors may be held at such places within the State of Minnesota, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Wescott Hills Revised Building Association, a Minnesota nonprofit corporation, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property submitted to the Declaration, located in the City of Eagan, Dakota County, Minnesota more particularly described as follows:

Lots 1 through 16, inclusive, Block 1; and **Lots 1 and 2, Block 2**; Wescott Hills Revised 2nd Addition according to the recorded plat thereof on file or of record in office of the County Recorder in and for Dakota County, Minnesota;

and

Lots 1 through 19, inclusive, Block 1, Westcott Hills Revised 3rd Addition according to the recorded plat thereof on file or of record in office of the County Recorder in and for Dakota County, Minnesota,

including all structures and improvements located thereon now or in the future.

Section 3. "Unit" shall mean and refer to any one of the platted lots on the Property as defined herein upon which a Building is located or intended to be located.

Section 4. "Lot" shall mean and refer to any one of the platted lots on the Property.

Section 5. "Owner" shall mean and refer to the (i) record owner, whether one or more persons or entities, of the fee simple title to any Unit or if the Unit is being sold on a contract for deed, then the contract for deed vendee(s) but excluding contract for deed vendors, mortgagees and other secured parties within the meaning of Section 515B. 1-103(29) of the Act and (ii) a Condominium Association formed pursuant to Chapter 515B of the Minnesota Statutes, or any amendments thereto (the "Act") and which covers a Lot or Lots.

Section 6. "Members" shall mean and refer to all Owners who are members of the Association as provided in the Declaration.

Section 7. "Declaration" shall mean and refer to the Common Interest Community Amended and Restated Declaration applicable to the Properties recorded or to be recorded in the Office of the County Recorder or Registrar of Titles in and for Dakota County, Minnesota, **or any amendments thereof.**

Section 8. The terms "Lot", "Building", "Open Space Easement Property", "Owner", and "Member" shall have the meanings as is provided for in the Declaration

ARTICLE III

MEMBERSHIP; MEETING OF MEMBERS; VOTING

Section 1. Membership. Every person or entity who is a record owner of an undivided fee simple interest in any Unit which is subject by covenants of record to assessment by the Association, or other Owner as defined herein, shall be a member of the Association.

Section 2. Transfer of Membership. Each membership is appurtenant to the Unit on which it is based and shall transfer automatically by voluntary or involuntary conveyance of the ownership of that Unit. It shall be the responsibility of each owner, upon becoming entitled to membership, so to notify the Association in writing, and until so notified, the Association may continue to carry the name of the former owner as a member, in its sole discretion. In the event the owner of any Unit should fail or refuse to transfer the membership to the transferee of title of such Unit, the Association shall have the right to record the transfer upon the books of the Association and issue a new membership to the transferee, and thereupon the old membership outstanding in the name of the transferor shall be null and void as though the same had been surrendered.

Section 3. Multiple Owners. When more than one person holds an ownership interest in a Unit, the vote for such unit shall be exercised as they between or among themselves determine and jointly signify in writing to the Secretary of the Association, but in no event shall more than

the assigned voting power be cast with respect to any unit nor shall the voting power allocated to a unit be split or otherwise cast separately by the several unit owners. In the event multiple owners of a unit cannot agree on the exercise of voting power for such unit, any one of the owners may apply to the Board of Directors of the Association, which, after hearing all parties at a special meeting, shall determine the manner of exercise of the voting power for said unit by a majority vote of the Directors voting at the special meeting. A Director shall not vote upon such determination with respect to a unit of which said director is one of the multiple owners.

Section 4. Voting. Each Unit is allocated one vote. Cumulative voting shall not be permitted. (An example of cumulative voting is as follows: if there were an election for three open seats on the Board of Directors, and cumulative voting were allowed, a member could cast all three votes for one candidate.) A majority of those voting shall govern all determinations of the unit owners, except where a greater vote is required by MCIOA, the Declaration, or these Bylaws. No vote shall be cast with respect to any unit while it is owned by the Association.

Section 5. Annual Meetings. Regular annual meetings of the Members shall be held on the date and time as determined by the Board of Directors. If the day for an annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 6. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 7. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing such notice, not less than 21 nor more than 30 days in advance of any annual meeting, and not less than seven (7) nor more than 30 days in advance of any special meeting, to each Member entitled to vote there at, addressed to the Member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 8. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, fifty percent (50%) of the votes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat 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 9. Proxies. At all meetings of Members, each Member may vote in person or by proxy. Members shall have the voting rights specified in Article IV of the Declaration. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon the adjournment of the particular meeting for which such proxy was granted.

Section 10. Procedure. The order of business and all other matters of procedure at every meeting of the Members shall be determined by the presiding officer.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Board. The affairs of this Association shall be managed by a Board of Directors.

Section 2. Number and Qualification. The number of Directors constituting the Board of Directors shall consist of not less than three (3) nor more than nine (9) directors. The number of persons constituting the whole Board of Directors shall be fixed from time to time by resolution of the Board of Directors.

Section 3. Term. The term of each Director shall be fixed at three (3) years. A Director shall be the owner, or officer, partner, employee or trustee of an owner, of a Unit. Each Director shall hold office until his or her respective successor has been elected.

Section 4. Nomination. Nomination for election to the Board of Directors may be made by any member in a written nomination to the Secretary or by motion and second from the floor at the annual meeting.

Section 5. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in 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 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 elected by the remaining directors within thirty (30) days of such death, resignation or removal. Such successor shall serve for the unexpired term of his predecessor.

Section 7. 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

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held at

such time and place within Dakota County, Minnesota, as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each calendar year. Reasonable notice of regular meetings of the Board of Directors shall be given to each Director.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called by the President. Reasonable notice shall be given to each Director, which notice shall state the time, place within Dakota County, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two Directors.

Section 3. Telephone Conference. A meeting of the Directors or any committee of the Board may be conducted by a telephone conference or any means of communication through which the participants may simultaneously hear each other during the meeting, if notice of the meeting has been given as would be required for a meeting and if the number of persons participating in the conference is sufficient to constitute a quorum. Participating in a conference constitutes personal presence at the meeting. A Director may participate in a Board meeting by means of communication through which the Director, other Directors participating, and all other Directors physically present at the meeting may simultaneously hear each other during the meeting. Participation in a meeting by this means constitutes personal presence at the meeting.

Section 4. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving and receipt of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by such Director of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 5. Board of Directors' Quorum and Voting. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the meeting may be adjourned from time to time until a quorum is present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 6. No Proxies. Directors shall not vote by proxy.

Section 7. Action Without a Meeting. Any action that could be taken at a meeting of the Board of Directors may be taken without a meeting when authorized in a writing signed by all of the Directors.

Section 8. Compensation. The Directors will receive no compensation for their services as Directors. However, when authorized by the Board, Directors and officers may be reimbursed for actual expenses incurred in connection with the business of the Association, and officers may be compensated for bookkeeping or recordkeeping functions.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- a. Adopt and publish rules and regulations not inconsistent with the Declaration governing the use of the Open Space Easement Property, and governing the personal conduct of the Members and their family members, tenants, guests, and invitees and the family members, guests, and invitees of any such tenants and to establish penalties for the infraction thereof;
- b. Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such right may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- 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 these Bylaws, the Articles of Incorporation, or the Declaration;
- 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; and
- f. Levy fines against any Owner(s) for any violation(s) of these Bylaws, the Declaration and/or any Rules and Regulations adopted by the Board.
- g. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate

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 make such records reasonably available upon request by any Owner;
- b. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- c. As more fully provided in the Declaration, to:

- (1) fix the amount of the annual assessment against each Lot;
 - (2) send written notice of each assessment to every Owner subject thereto;
 - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to 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 which shall include fire and extended coverage on insurable common property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurance value (based on current replacement only), replacement or reconstruction of such insurable common property including insured improvements;**
- f. Procure and maintain other insurance required by the Declaration;
- g. Cause the Open Space Easement Property and the interiors and exteriors of buildings located on the Lots to be maintained as provided for 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 and 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 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 shall not 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 Article IV.**

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

- a. President. 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 **sign all checks and promissory notes.**
- b. Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such duties as may be required by the Board.
- c. Secretary. 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.
- d. Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; **shall sign all checks and promissory notes** of the Association; keep proper books of account; **cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year;** and if so required by the Board of Directors, shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE VIII

BOOKS AND RECORDS

The books and records of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member and by any first mortgagee. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member and by any first mortgagee at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE IX

ANNUAL REPORT

The Association shall prepare and provide to each unit owner at or prior to each annual meeting an annual report of the affairs of the Association conforming to MCIOA.

ARTICLE X

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- a. General assessments as set forth in the Declaration of Covenants; and
- b. Special assessments as set forth in the Declaration of Covenants;

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property; the improvement and maintenance of the common areas; the maintenance, repair and replacement of facilities and amenities located on the common areas; the acquisition of additional common areas.

Section 3. Assessment Procedure and Effect of Non-payment and Lien. The general and special assessments shall be made pursuant to the rules and regulations set forth in the Declaration of Covenants and shall be fixed pursuant to a uniform rate of assessment and shall constitute a lien against the Property all in accordance with the Declaration of Covenants and shall be a personal obligation of each Owner as set forth in the Declaration of Covenants.

Section 4. Continuing Liability. Sale or transfer of any Lot shall not affect the assessment lien. Nothing herein shall be deemed to extinguish the personal obligation for the delinquent assessments as to the Owner of a Lot at the time such assessments were originally levied unless such obligation is expressly assumed by the subsequent Owner. No sale or transfer

shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE XI

AMENDMENTS

Section 1. These Bylaws 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. All amendments are subject to the rights of first mortgagees set forth in the Declaration.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XII

MISCELLANEOUS

Section 1. Indemnification of Officers and Directors. To the full extent permitted by Minnesota Statutes, Section 317A.521 as amended from time to time, or by other provisions of law, each person who was or is a party or is threatened to be made a party to any proceeding by reason of a former or present official capacity in the Association shall be indemnified.

Section 2. Notice. "Notice" has the meaning given in Section 317A.011, subdivision 14 of the Minnesota Nonprofit Corporation Act.

Section 3 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.

Section 2. Remedies. Failure of any Owner to comply with the provisions of these Bylaws, the Articles of Incorporation, or the Declaration shall give rise to a cause of action in the Association and in any aggrieved unit owner for the recovery of damages, or for injunctive relief, or both.

This instrument was drafted by:
Donald A. Perron
2103 E. County Rd. D, Suite C
Maplewood, MN 55109
