

**TALL TIMBERS HOMEOWNERS ASSOCIATION**

**Declaration of Covenants, Restrictions and Easements**

**OCTOBER 2, 2022**

This Restated Declaration is made in the County of Chisago, State of Minnesota effective October 2, 2022 by Tall Timbers Homeowners Association ("Association") pursuant to the provisions of Article VI, Section 3 of the Declaration of Covenants adopted March 1, 1999.

WITNESSETH:

WHEREAS, the members of Tall Timbers Homeowners Association are the owners of real property in the County of Chisago, State of Minnesota, legally described as:

Lots 1 through 19, Block 1; Lots 1 through 18, Block 2; Lots 1 through 11, Block 3; Tall Timbers;

and

WHEREAS, the property is subjected to a Declaration of Covenants, Restrictions and Easements adopted March 1, 1999; and

WHEREAS, the members of the Association wish to amend and restate the Declaration of Covenants adopted March 1, 1999; and

WHEREAS, Article VI, Section 3 of the Declaration of Covenants, Restrictions and Easements dated March 1, 1999 provides that the Declaration of Covenants and Restrictions may be amended by a majority of the members of the association; and

WHEREAS, a majority of the members of the Association have approved this Restated Declaration of Covenants, Restrictions and Easements at a meeting duly called therefore.

NOW THEREFORE, the Association hereby declares that all of the lots in said plat of Tall Timbers shall be held, sold and conveyed subject to the following easements, restrictions, and covenants which shall be binding on all parties having any right, title or interest in the lots in said Plat of Tall Timbers or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

**ARTICLE I**  
**DEFINITIONS**

- Section 1. "Owner" shall mean and refer to the record Lot Owner, whether one or more persons or entities, of a fee simple title to any lot in said plat of Tall Timbers including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- Section 2. "Property" and "Properties" shall mean and refer to that certain real property platted in the plat of said Tall Timbers.
- Section 3. "Lot:" shall mean and refer to any lot shown upon the recorded plat of Tall Timbers.
- Section 4. Intentionally Omitted.
- Section 5. "Unit" shall refer to the dwelling facility located upon a given lot.
- Section 6. "Association" shall mean and refer to the Association, a non-profit corporation organized pursuant to Chapter 317 of the Minnesota statutes, its successors and/or assigns.
- Section 7. "Common Area" shall mean any real property in which the Association shall have reserved certain exclusive and/or nonexclusive easements, rights or obligations for itself and/or specific Owners as more fully described in this Declaration.

**ARTICLE II**  
**ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

- Section 1. **MEMBERSHIP.** Each Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot which is subject to assessments.
- Section 2. **VOTING.** Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the unit vote for such Lot shall be exercised as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

## **ARTICLE III**

### **RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

- Section 1. **SERVICES.** The Association may obtain and pay for the service of any person or entity to manage its affairs, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for property operation whether such personnel are furnished or employed by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration. The Association may arrange with others for the maintenance of common areas, the furnish of electrical power for lights, entrance signs, and other common services to Owners.
- Section 2. **PERSONAL PROPERTY FOR COMMON USE.** The Association may acquire and hold for the beneficial use and enjoyment of all of the Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise.
- Section 3. **MAINTENANCE BY ASSOCIATION.** The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common area and provide for all maintenance, repair or replacement (collectively referred to as "maintenance") of the Common Area improvements and any services or utilities, including septic drain field lines located thereon. The Association shall have the shared lift stations pumped and inspected annually. Every three years the Association shall also provide the City of North Branch a certification by a licensed septic inspector that the drain fields and shared lift station systems are operating properly.
- Section 4. **ASSOCIATION BOARD OF DIRECTORS.** In accord with the Bylaws of the Association, the Association shall elect a Board of directors to oversee the rights and obligations of the Association.

**ARTICLE IV**  
**COVENANT FOR 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 the Association:

- (A) Annual assessments or charges, and
- (B) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

Each Assessment, together with interest thereon, costs of collection thereof, and reasonable attorney's fees, shall be a charge on each such Lot and shall be a continuing lien on each such Lot against which such assessment is made. Each such Assessment, together with interest thereon, costs of collection thereof and reasonable attorney's fees, shall be a personal obligation of the person or legal entity who was the Owner of each such Lot at the time when the Assessment became due. The personal obligation for delinquent Assessments shall not pass to such owner's successor in title to the Lot against which such Assessment was made unless expressly assumed by such successor. Recording of this Restated Declaration constitutes record notice and perfection of any lien under this Article, and no further recordation of any notice of or claim for the lien is required.

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 in the Properties and the improvement and maintenance of Association assets.

An adequate reserve fund shall be maintained for maintenance, repairs or replacement of the common area improvements and any services or utilities, including septic drain field lines located thereon.

Section 3. **ANNUAL ASSESSMENT.** Lot Owners on the shared lift stations will pay an additional \$50.00 per year to be used for pumping and inspection. Repairs on shared lift stations are to be covered by the general septic fund. From and after February 1, 2004, the maximum annual assessment may be increased each year by the Board of Directors at the rate of six percent (6%) or the percentage increase during the previous twelve (12) month period in the Consumer Price Index published for the Minneapolis/St. Paul Metropolitan Area by the U. S. Department of Commerce or such other index as may be published in the future by the Federal Government as replacement for the

CPI provided, however, that such maximum annual assessment may be increased above the amount of any such increase by an affirmative vote of two-thirds (2/3) of quorum of the Lots represented by one (1) Owner, voting in person or by proxy at an annual meeting.

- Section 4. **SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.** In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of the common area improvements and any services or utilities, including septic drain field lines located thereon and any other fixtures or personal property of the Association provided, however, that any such Assessment shall have the assent of two-thirds (2/3) of quorum of the Lots represented by one (1) Owner who are voting in person or by proxy at a meeting duly called for this purpose.
- Section 5. **NOTICE OF MEETING.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members in writing not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence in person or by proxy of sixty percent (60%) of the Lots represented by one (1) Owner or by proxy shall constitute a quorum. If the required quorum is not present, a second meeting may be called subject to the same notice requirement, and the presence in person or by proxy of a majority of the Lots represented by one (1) Owner or by proxy shall constitute a quorum.
- Section 6. **UNIFORM RATE OF ASSESSMENT.** The annual assessment must be fixed at an uniform rate for all Lots and will be collected on an annual basis. For those Lots who share a lift station an additional fee will be applied and collected on an annual basis. Any special assessments will be collected as dictated by needs.
- Section 7. **DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES.** The annual assessments provided for herein shall be payable 30 days from the annual assessment notice is dated as to each calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to each Owner. The due dates shall be established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. The annual assessment period shall commence on per the date noted on the annual assessment notice and be in effect until the next annual assessment is invoiced.

The Board of Directors shall also fix the due date of any special assessment to be levied against each Lot in any assessment year. The Board shall send written notice of such special assessments and the due dates thereof to each Owner subject thereto within thirty (30) days after the owners have approved such special assessment pursuant to Section 4 of this Article 4.

Section 8. SUBORDINATION OF LIEN FOR ASSESSMENTS. The lien for assessments shall be superior to all other liens and encumbrances on a Lot, except for:

- (A) Liens of general and special taxes; and
- (B) A lien for all sums unpaid on any first Mortgage, duly recorded prior to the making of such assessment, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument.

The Association shall upon written request, report to any encumbrancer of a Lot, any unpaid assessments remaining unpaid for longer than ninety (90) days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Section 9. EFFECT OF NONPAYMENT OF ANNUAL AND SPECIAL ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any annual or special assessment not paid in full by the invoice due date within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum or a rate of \$25.00 per 30 days, whichever is greater. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property pursuant to Minnesota Statutes §580 and §581. There shall also be added to the amount of such assessment the cost of preparing and filing the Complaint in such action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided, and reasonable attorney's fees together with other costs of the action. A suit to recover a money judgment for unpaid expenses hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

No owner may waive or otherwise avoid liability for the assessments provided for herein by abandonment of the Owner's Lot.

A suit to recover a money judgment for unpaid expenses hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

Section 10. ASSESSMENTS SURVIVING SALE OR TRANSFER. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments due or from the lien thereof.

## ARTICLE V

### DESIGN AND CONSTRUCTION STANDARDS

- Section 1. Only one single-family residential structure with an attached garage providing storage for a minimum of three cars may be constructed on a lot. The structure must have a minimum gross living area of 1,350 square feet for a one-story residence, 1250 square feet for a split-level residence; and 1,700 square feet for a two-story residence. Porches, garage areas, and any full or walkout basement, shall be excluded in computing the minimum square footage of the residence.
- Section 2. Exteriors of each structure shall be finished with maintenance free vinyl, steel or aluminum siding, and either, brick, stucco, or stone, or a combination thereof, with colors and combinations reviewed by the Tall Timbers Homeowners Association Board. If any addition is added on to the original structure after initial construction, the addition's exterior shall be completed to conform with the exterior of the existing structure. All exterior work on any structure shall be completed within six (6) months after commencement of construction. All roofs must have a minimum pitch of 7/12. A minimum roof pitch of 4/12 will be allowed for small out buildings of 120 square feet or less.
- Section 3. No structure on any Lot shall be located closer than twelve (12) feet from any side Lot line or such greater distance as may be required by the City of North Branch Zoning Code.
- Section 4. Accessory buildings shall be considered a permanent improvement and subject to Tall Timbers Homeowners Association Board approval. All accessory buildings will be limited to one story and shall be limited to one per Lot and limited to a maximum size of 576 square feet; must be stick built on a cement slab, and the construction materials, roof pitch, fascia and exterior siding must be identical to that of the residential structure on the lot. In cases where it is determined that the accessory building will have to be placed other than behind the residence and the front facade will then be visible from the street that front facade will have to duplicate the front facade of the residence (i.e. siding, brick or stonework, and any other materials used would match.) Generally, any accessory building shall be located directly behind the residential structure on the lot. In order to prevent the impairment of the attractiveness of the individual Lots and to maintain the desired tone of the residential community, the final

determination of the location of the accessory building will be at the sole discretion of the Tall Timbers Homeowners Association Board.

- Section 5. All improved Lots shall have one hard-surfaced driveway constructed of either; concrete, asphalt, or brick, leading from the street to the garage within six (6) months of the date of the original building permit.
- Section 6. No boundary wall or fence will be permitted unless a variance is obtained in writing from the Association Board of Directors..
- Section 7. No storage tanks of any kind shall be erected, placed or permitted on any Lot, except such buried tanks as may be required for or in connection with a septic system on any Lot.

## **ARTICLE VI**

### **PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS**

- Section 1. PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES. No damage to, or waste of the common area shall be committed by an Owner or invitee of any Owner and each Owner shall indemnify and hold each other owner harmless against all loss resulting from any such damage or waste. No noxious, destructive or offensive activity shall be carried on in any Unit or on any lot or common area. No hunting will be permitted within the Plat of Tall Timbers, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing in the Properties.
- Section 2. Outdoor storage is prohibited. Boats, cars, motor homes, recreational vehicles and the like shall only be stored within a garage or similar structure, provided, however, that temporary storage during periods of normal use or enjoyment thereof by Owners or their guests is permitted subject to the regulation of the Association. The association is authorized to determine whether the placement of boats and vehicle is temporary storage during periods of normal use.
- Section 3. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence.
- Section 4. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats, or other household pets which may be kept provided they are not kept, bred, or maintained for any commercial purposes.



Section 5. MAINTENANCE BY OWNER OF SEPTIC SYSTEM. Each lot owner is responsible for maintenance and all related expense of the lot owner's respective individual septic collection tank, the drain line connecting the septic collection tank to the Lot Owner's home and the drain line from the lot owner's septic collection tank to the lot owner's property line.

Each Lot Owner's septic tank shall be pumped a minimum of once every (3) three years. It will be the responsibility of the Lot Owner to submit a copy of the report they receive from the septic contractor to the Board; of the city permit or bill of sale he or she receives from the septic contractor. The city permit or bill of sale with actual date of pumping, must be submitted and received by the TTHA within 2 weeks from the date of pumping and should state that the owner's septic tank has been pumped and describe the overall condition of the tank. Failure to do so would be in noncompliance with the TTHA Covenants.

It is the responsibility of all Lot Owners to properly maintain their individual septic systems as well as appurtenant common septic system elements (drain fields, drain lines and lift stations). If a Lot Owner does not properly maintain his/her septic system and such failure negatively affects the Association common septic system components, the Lot Owner will be held responsible for all costs incurred in restoring the common septic system to its proper working condition.

In addition, the Lot Owners and occupants shall have a duty to promptly notify the Association of defects in or damage to those parts of the Property which the Association is obligated to maintain.

Section 6. Operating any motor vehicle on Association Common property is prohibited except for the purpose of maintenance work authorized by the TTHA Board of Directors, *with one exception:*

Snowmobiles are permitted to cross Association common property for the limited purpose of traveling to and from designated snowmobile trails. The aforementioned trail access shall be limited to the section of Association common property linking the cul-de-sac on Hearthside Lane to the northwest corner of the TTHA common property.

Section 7. LANDSCAPED AREAS. Each Lot Owner shall maintain the landscaped areas on his/her lot in a neat, clean and vegetated condition to include, but not be limited to, proper mowing, proper weed control and general maintenance.

Section 8. USE OF COMMON AREAS. The Association Common Area shall be used strictly in accordance with the easement granted thereon. Except as herein provided, no Lot Owner shall obstruct or interfere whatever with the rights and privileges of other Lot Owners in the Common Area and nothing shall be planted, altered, constructed upon, placed in or removed from the

Common Area by a Lot Owner without prior written approval of the Association. If a Lot Owner shall violate this Section, the Board shall have the right to restore the Common Area to its prior condition and assess the cost thereof to the Lot Owner who violates this Section. The Board shall have the right to collect the costs of such restoration as provided in Article IV.

## **ARTICLE VII**

### **VALUE ASSURANCE PROCESS**

Section 1. The Tall Timbers Homeowners Association Board shall have the responsibility of coordinating all efforts of enforcement, consequences and processing variance requests. The Tall Timbers Homeowners Association Board shall investigate violations of the TTHA Covenants and By-Laws, review complaints and determine a course of action to resolve matters under consideration.

The Association, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Suit to enjoin or remove any construction, additions, or alterations in violation of this Declaration may be instituted at any time.

Section 2. **ENFORCEMENT.** The TTHA Board of Directors will use the following procedures to address non-compliance issues.

1. Upon the notification or awareness of a non-compliance issue, the Tall Timbers Homeowners Association Board will send a letter via regular U.S. mail to inform the lot owner of the concern of non-compliance. This letter will cite the specific concern and will ask the lot owner to correct the non-compliance issue within a defined time frame.
2. If the issue is not corrected within the requested time frame, a second letter will be sent via certified mail to assure that the request is received. A new time frame will be defined to correct the issue. This letter may also provide the next steps to be taken by the TTHA Board to resolve the non-compliance issue and may include penalties that could occur. Possible penalties could include suspending voting privileges and/or imposing fines as a penalty.

The penalties imposed would be determined by the TTHA Board members on behalf of the Association.

3. If the concern is not corrected within the time frame specified in the second request letter, the issue will be brought to the Tall Timbers Homeowners Association Members at an Annual or Special Meeting so a course of action may be determined.

Section 3. **VARIANCE REQUESTS.** In the event a Lot Owner recognizes that he/she does not comply or knows that non-compliance will occur with the TTHA Covenants and By-Laws, the Lot Owner should complete a variance request in writing mailed to the TTHA post office box. The variance request will be reviewed by the Tall Timbers Homeowners Association Board and the Lot Owner will be notified of the decision.

Section 4. **ENFORCEMENT EXPENSES.** In seeking redress, any TTHA Lot Owner, if found to be in violation of any provision of this Declaration, shall be responsible for all costs incurred by the Association or Lot Owner(s) in prosecuting the claim, including, but not limited to, attorney's fees, costs of suit, and compensation paid other independent professional advisors. In the event any Lot Owner makes the decision to comply with the TTHA Covenants/By-Laws after legal proceedings have been initiated by the TTHA and costs are incurred by the TTHA, the Lot Owner will bear full financial responsibility for all costs incurred by TTHA. Failure by the Association or any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

## **ARTICLE VIII**

### **GENERAL PROVISIONS**

Section 1. **SEVERABILITY.** Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 2. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Restated Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless 2/3 of quorum of the owners voting in person or by proxy vote to amend or discontinue all of any of the same. The covenants and restrictions of this Declaration may be amended at any time by an instrument signed by not less than a majority of the Lot Owners. Any amendment must be properly recorded.

TALL TIMBERS HOMEOWNERS ASSOCIATION

BY:

*David S. Olson*

Its: President

BY:

*Charles Olson*

Its: Secretary

STATE OF MINNESOTA )  
  )ss.  
COUNTY OF CHISAGO )

The foregoing instrument was acknowledged before me on this date: 11-4-2022 by David Randall and Charles Olson, the President and Secretary of Tall Timbers Homeowners Association on behalf of the Association.

Notary Public:

*Jessica I Thelander*

THIS INSTRUMENT WAS DRAFTED BY:  
TTHA BOARD OF DIRECTORS  
PO BOX 625  
NORTH BRANCH, MN 55056



**CERTIFICATION:**

I, Charles Olson, the secretary of Tall Timbers Homeowners Association, hereby certify that the foregoing Seventh Restated Declaration of Covenants, Restrictions and Easements of Tall Timbers Homeowners Association dated October 2, 2022, was approved and adopted by a majority of the members of the Association at a meeting duly called for that purpose.

A handwritten signature in black ink, appearing to read 'Ch Olson', is written over a horizontal line.

Secretary

Doc# A-663724

Recorded on:

November 04, 2022 2:41 PM

**KAREN M LONG**  
**CHISAGO COUNTY RECORDER**  
**CHISAGO COUNTY, MN**

Fee: **\$46.00** Pages: 14

Returned To: DAVID RANDALL