

Gopher Point Estates Condominium Rules
Approved Revisions October 23, 2010

1. **Pets:** Pets must be on a lease when outside. No nuisance barking will be allowed. No more than two pets allowed per unit. All pet waste must be removed immediately. Barron County requires licensing for resident dogs.
2. **Clothes Lines:** One outdoor clothesline allowed per Unit. All clotheslines must be retracted or folded when not in use.
3. **Parking:** All overnight parking in driveway is limited to one vehicle per garage stall. Visitor parking is available in common elements designated for parking and along one side of all roadways, provided such parking does not obstruct vehicle passage. If vehicle parking on driveway or in roadways interferes with snow removal, the Unit owner shall be responsible for snow removal in those areas. No overnight parking is allowed at Boat Ramp parking area.
4. **Flags:** Permanent flagpoles are not allowed. Appropriate flags must be placed in holders.
5. **Holiday Lighting:** Exterior holiday lighting may be displayed seasonally.
6. **Recreational Vehicles:** All recreational vehicles including motorcycles, 4-wheelers, boats and ATV must be stored in a garage or in the designated outside storage area, behind the horse pasture.
7. **Outdoor Furniture:** All outdoor furniture including tables, chairs, benches, grills, and hammocks must be neatly kept on patios, decks, or within other limited common elements.
8. **No Obstruction of Common Elements:** There shall be no obstruction of the common elements nor shall anything be stored in the common elements without prior consent of the Board except as hereinafter expressly provided.
9. **Obligation to Maintain:** Each owner shall be obligated to maintain and keep in good order and repair, his own Unit.
10. **No activities to Increase Association Insurance Rates:** Nothing shall be done or stored in any Unit or in the common elements which will increase the rate of Association insurance on any building or contents thereof, without the prior written consent of the Board. No owner shall permit anything to be done or kept in a Unit or in the common elements which will result in the cancellation of any Association insurance or which would be in violation of any law.

11. Noxious or Offensive Activity: No noxious or offensive activity shall be carried on in any Unit or in the common elements, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to other owners or occupants. No short-wave radio or other type of radio transmitter shall be permitted on the Property which may interfere with the radio or television reception in any Unit.
12. Use of Units: No business that allows traffic; retail, industrial, or commercial is permitted, except real estate sales and construction office activities conducted by the developers.
13. Rental of Units: Owners may rent Units at their discretion. Owners are liable for damages renters cause to their Units and common areas. Renters allowed access to all common areas.
14. Removal of Items from Common Elements: Nothing shall be altered or constructed in or removed from the common elements; except downed trees may be cut for firewood for personal use on the premises by a resident. Any deviations require written consent of the board.
15. Firearms: No firearms, shotguns, BB guns, bows and arrows or other weapons shall be discharged or used on the Property. Such items may be stored in Units.
16. Maintenance of Individual Units: Each owner shall be responsible for the upkeep and maintenance of his or her Unit and those limited common elements not maintained by the Association. Maintenance of common areas is the responsibility of the Association. No owner is allowed to do any act or work that will impair the structural soundness or integrity of any structure of which a Unit is a part of or is adjoining to; nor impair any easement, nor do any act nor allow any condition to exist which will adversely affect other Units or their owners. For the purpose of preventing damage to and breakage of water, sewer, and other utility lines and pipes in a Unit which might result in damage to that or to other Units, all Units shall be maintained at a temperature of at least 50 degrees Fahrenheit. Any damage resulting from the refusal or failure of an owner to maintain such a minimum temperature shall be the responsibility of the Unit owner.
17. Signs: No "For Sale" signs larger than four hundred thirty-two (432) square inches (standard 18' X 24") are permitted on any Unit (except those of the developer or third parties designated by the developer prior to the conveyance of the last Unit by the developer). No other signs (including, without limitation, garage sale, identification, advertising or direction signs) shall be permitted without the prior approval of the Board.

18. Storage: Outside storage of any items, including but without limiting the generality of the foregoing, sporting equipment, toys, yard, garden tools and equipment, trash and garbage containers is not allowed, except for outdoor cooking equipment which may be stored on a deck or patio.
19. Garbage Removal: Eventually, household trash and garbage will be regularly collected and may be placed outside on the day that it is scheduled for pickup. A common trash dumpster will be located near the horse barn and Estate exit until density merits curbside pickup. Curbside pickup commencement will be the decision of the Association.
20. Antennas and Satellite Dishes: No exterior television or radio antennas of any sort may be placed, allowed or maintained upon any portion of Unit except as permitted by the Board.
21. Maintenance of Unit Exteriors: The Association shall not be responsible for any exterior maintenance of Units including, but not limited to window washing, maintenance, repair or replacement of exterior air conditioning condenser equipment, maintenance, painting, or repair of exterior, siding, roof, soffit and fascia, window and doors; necessary painting, staining or repair of patio or deck structures. If the Association determines the need for maintenance or repair of a Unit due to the willful or negligent act or omission of an owner, the owner's family, guest, or invitees, and the Owner refuses to effect such maintenance or repairs, the Association will have the work completed and the cost of such maintenance or repair shall be added to and becomes a part of the assessment against the Owner's Unit.
22. Lawn and Planting Maintenance: The Association shall mow, trim, rake and otherwise maintain all lawns and exterior planting on the common elements, and shall mow, trim, and rake in the fall, all lawns on the limited common elements. The cost of such work will be equally assessed among all Units. Any fertilizer used must be organic only. Additional services may be purchased by owners on an ala carte basis from onsite labor or contracted labor by owner.
23. Boat Slips: Boat slips will be available for certain off-water sites identified in the Declarations for exclusive use. Boat slips may be purchased from Developers at cost. Slips will be maintained by the Association on a pro rate basis based on the number of slips installed and sold.
24. Private Docks: Units 1-54 will be allowed private docks, the design of which shall be approved by the Architectural Committee to maintain uniformity, to be purchased, installed and maintained at Owner expense, having a maximum length of 30 feet unless additional length is deemed necessary and approved by the Association. Docks must be removed in the fall before the first ice. Twin-

home sites will be responsible for the installation, removal and upkeep of their own dock, as well as stairs if needed to waterfront area.

25. Snow Removal: Snow removal over 2" will be completed by the Association as needed. Snow removal under 2" is the individual owners responsibility. Snow removal includes individual driveways and front walkways.
26. Use of Lake Frontage: Usage of Lake Frontage of property directly in front of individual owned Units #1-54 is limited to each Unit's owner. All other use of common frontage is to take place in designated common areas only.
27. LP Tanks: LP tanks are the sole responsibility of owners and cannot exceed 500 gallons per Unit. Location must be approved by the Architectural Committee. Outdoor wood burning units are not allowed. All sites purchased after 4/1/06 must bury tanks unless physically impossible. Shared tanks must be separately metered.
28. Real Estate Taxes: Real estate taxes are the responsibility of individual owners and must be paid upon receipt of notice and in the prescribed manner with receipt of payment filed with the Association.
29. Right of First Refusal: Upon receipt of a bonafide offer to purchase for any unit, the owner thereof shall provide the Developer with the material terms and conditions of such offer, and thereafter the Developer shall have, for a period of ten days, the exclusive right of first refusal to purchase the Unit upon the same terms and conditions. If the Developer fails to provide written evidence of its exercise of such right within said time, the Owner shall be free to sell the same pursuant to the terms and conditions of said offer to purchase; provided, however, if such sale is not consummated, the Owner shall not therefore sell the same unless and until the Owner has complied with the terms and provisions of this Rule.
30. Septic Maintenance: Septic tank owners must comply with County Ordinance. Septic related costs are borne by owners. Shared septic costs to be split evenly among owners.
31. Mobile Homes and Buses: No singlewide or doublewide mobile homes or buses of any type shall be placed upon any Unit. Singlewide and doublewide mobile homes include any and all trailers or structures previously licensed or titled for road use, and trailer or structures with wheels and/or axles attached at anytime, including all trailers and structures commonly known as singlewide and doublewide mobile homes, whether placed on a foundation or not. Manufactured homes are not permitted.
32. Unregistered, Abandoned or Inoperable Vehicles: No unregistered, abandoned, or inoperable vehicles may be parked on the estate.

33. Approval of Building Elevations, Color Selections and Site Plans: The Architectural Committee must approve all building elevations, color selections and site plans.
34. Installation & Completion of Lawns: An allowance will be included in the builder contract to initially install black dirt with grass seeded or sod lawns within 15', the total of lawn will be no greater than the average of 15' from the perimeter of each building and shall complete said landscaping within 60 days of completion of construction (weather permitting). Approved lawns in excess of 15' of building perimeter; average around structure may be subject to additional lawn care charge.
35. Landscaping: Owner may install plantings immediately adjacent to the perimeter of the structure with prior approval by the Architectural Committee as long as said plantings are installed with proper edging so as not to in any way obstruct lawn-mowing efforts by the Association. Maintenance of such plantings shall be the responsibility of the Owner. Landscape plans must be submitted and approved by the Architectural committee prior to work beginning.
36. Tree Cutting and Trimming: Lake Frontage area viewing corridor is determined by the Developer, and subject to local ordinances. Any view corridor tree cutting, once approved by the Architectural Committee, must be done by the Developers crew at owner's expense. Any violation of DNR or Zoning Regulations resulting in a fine will be the responsibility of the associated Unit owner. Owners are not allowed to cut standing trees on the entire property. Tree or branch removal within the 15 foot limited common area is at owners cost. Tree or branch removal outside the 15 foot limited common area is a cost of the Association if it has the potential of structural damage to a Unit. Tree cutting and branch removal outside the 15 foot limited common area is not effective on new construction until the 3rd year of occupancy.
37. Commencement and Completion of Structures: All structures to be erected shall be commenced within 18 months from the date of Unit sale closing and shall be promptly and expeditiously completed on their exterior; including paint and stain on any exterior surface above the foundation within six months after construction is commenced.
38. Minimum Dwelling Sizes: Dwellings and Units shall have the following minimum sizes: 2-Story – 900 square feet finished on the main level, with total of 1,200 square feet finished above grade; 1-Story – 1,000 square feet finished on the main level above grade. All dwellings must have a minimum 2-car attached garage or carport (minimum 20 x 24).

39. Out Buildings: No outbuildings or sheds shall be allowed.
40. Damage to Improvements: Should any improvements on the premises be damaged by casualty, or become unsightly through wear and tear, the same will be promptly razed, or restored to a neat exterior appearance in accordance with the building requirements set forth in these Rules.
41. Restoration of Common Areas during construction is responsibility of the Unit Owner: Common areas to be restored to as natural state as reasonable with 2" of black dirt, and natural plantings.
42. Binding Effect: These Rules shall be binding on the owners of all Units, their heirs, successors and/or assigns.
43. Invalidity: In the event any portion of these Rules is judicially deemed invalid, then the remaining portions shall remain in full force and effect.
44. Driveways are the expense of the unit owner: Should the main roads be black topped the unit owners will be required to blacktop or concrete their drives at that time at the owners expense.
45. Camp Fire Pits: Camp fire pits are limited to 5-6 feet in diameter with a maximum depth of 1 ½ feet. Any damage to common areas as a result of fire pits will be assessed to the responsible owner.
46. Fencing: Any fencing to be erected is to be the full responsibility of the owner. Size and perimeter of the fencing is to be submitted and approved by the Architectural Committee.
47. Height Restriction: No building or structure over two stories is permitted without approval of the Architectural Committee.
48. Mail Boxes and Lettering: Mail boxes and mail box lettering are to be uniform in size and color.
49. Association Fees on Contiguous Lots: Association fees on contiguous lots will be adjusted from single to 1 ½ upon commencement of construction.
50. Payment of Association Dues, Boat Dock Fees, Shared Well, and Association Services: Association Dues are memo invoiced on the first of each month and are due and payable on or before the 10th of that month. Association Dues received or postmarked after the 10th of the month will incur a \$15.00 per month, per invoice, penalty. Boat dock fees, shared well and Association service invoices are due and payable 30 days after invoicing. A late fee of \$5.00 per invoice, per month, will be assessed if not received or payment is postmarked after the 30 day invoice date.

51. Board and Architectural Approval: Copies of Board and Architectural approvals shall be filed with the Association office.
52. Gopher Point Equestrian Center: Year round boarding available on first come first serve basis. Six box stalls available to start, to be constructed based on demand at owners cost.
- Maximum number of two horses per unit owner allowed for permanent boarding. Up to a total maximum of 20 horses.
 - All horses entering property to provide affidavit stating current vaccinations completed and negative coggins test.
 - No stallions allowed unless approved by developer.
 - All owned horses must provide proof of insurance (Liability).
 - Gopher Point Development Company and Gopher Point Condo Association assume no liability for any lost/stolen equipment.
 - Gopher Point Development Company and Gopher Point Condo Association assume no liability damage to horses, vehicles, trailers, etc.
 - Gopher Point Development Company and Gopher Point Condo Association assume no liability for personal injury as result of equestrian activity.
 - All persons involved with horse activity sign waiver of liability.
 - All expenses related to horses directly borne by horse owner.
 - All droppings or trails must be picked up immediately after de-tacking.
 - Trail riders responsible for any damage caused to trails. Trails must be firm and dry to ride.
53. Enforcement & Arbitration: The Association shall have the responsibility to enforce these Rules by arbitration. If the Association does not enforce these Rules, any Unit owner shall have standing to enforce these Rules by arbitration. If a dispute arises concerning any of these rules, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators, which decision shall be binding on all affected parties.
54. Amendment of Rules: These rules may be amended, subject to the following:
a) Such amendment shall be in writing; b) The amendment must be approved in writing by the owners of not less than two-thirds of the Units.
55. Liability release: Owners and Owner's guests agree to hold harmless and release Gopher Point Development Company LLC, Developer Direct LLC, Gopher Point Construction LLC, Gopher Point Condominium Association, their owners, agents, employees, officers, members, instructors, premises owners, affiliated organizations and insurers from legal liability due to their ordinary negligence; and Owners and Owner's guests further agree that except in the event of gross and willful negligence by Gopher Point Development Company

LLC, Developer Direct LLC, Gopher Point Construction LLC, Gopher Point Condominium Association, their owners, agents, employees, officers, members, instructors, premises owners, affiliated organizations and insurers, Owners and Owner's guests shall bring no claims, demand, actions and causes of action, and/or litigation, against Gopher Point Development Company LLC, Developer Direct LLC, Gopher Point Construction LLC, Gopher Point Condominium Association, their owners, agents, employees, officers, members, instructors, premises owners, affiliated organizations and insurers, For any economic and non-economic losses due to bodily injury, death, property damage, sustained by Owners or Owner's guests in relation to the premises and operations of Gopher Point Development Company LLC, Developer Direct LLC, Gopher Point Construction LLC, Gopher Point Condominium Association, their owners, agents, employees, officers, members, instructors, premises owners, affiliated organizations and insurers. Prior to utilizing any Gopher Point Estate Condominium common elements, all Owners and Owner's guests shall sign a liability release form to be kept on file with the Association.